# Mariposa County

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| **MILES MENETREY, CHAIR** | **DISTRICT V** |
| **WAYNE FORSYTHE, VICE-CHAIR** | **DISTRICT IV** |
| **ROSEMARIE SMALLCOMBE** | **DISTRICT I** |
| **SHANNON POE** | **DISTRICT II** |
| **DANETTE TOSO** | **DISTRICT III** |

# BOARD OF SUPERVISORS
# ACTION SUMMARY MINUTES
## AUGUST 1, 2023

## A. 9:00 AM Called to Order and Roll Call

Chair Menetrey called the meeting to order.

| Attendee Name | Title | Status | Arrived |
|---|---|---|---|
| Rosemarie Smallcombe | District I Supervisor | Present | 9:00 AM |
| Shannon Poe | District II Supervisor | Present | 9:00 AM |
| Danette Toso | District III Supervisor | Present | 9:00 AM |
| Wayne Forsythe | District IV Supervisor | Present | 9:00 AM |
| Miles Menetrey | District  V Supervisor | Present | 9:00 AM |

## B. Pledge of Allegiance

Chair Menetrey led the pledge.

## C. Introductions

None.

## D. Approval of Consent Agenda (Items designated by "CA")

Chair Menetrey noted that CA. 31 had been withdrawn, and CA.8, 9, and 26 require a 4/5$^{th}$ vote.

Jeff Witthun/Child Support Director, commented on CA.12, noting the Mariposa team is doing an incredible job. He noted that they all take turns setting up community and customer outreach to celebrate Child Support Awareness Month. He noted over $30.5 Billion is distributed nationwide with 95% of that distributed to children. He noted that roughly 13 million children are served by child support which is 1 in 5 children. This makes it the most cost-effective government program. He noted for Mariposa roughly $1.1 million has been distributed with a 94% distribution to children. He acknowledged the Mariposa Child Support Supervisor

Christina McNally and noted they would host an open house on August 21st from 1:00 PM to 2:00 PM.

Mike Brusa/Bear Valley wanted to discuss the shelter crisis once again. He noted he has yet to hear how the County can indemnify themselves. He also noted he grazed a report on the Save America Act, which discussed collecting data from people's phones, which was illegal. He also noted the County is a monopoly, and the government in general is a monopoly, which creates high costs. Mr. Brusa also noted the amount of money being moved, spent, or received on the consent agenda, noting one for $1.5 million, which seemed excessive.

Jeanne-Ann Pine/Community member commented on CA. 15 noting in a previous life she and her husband managed a sober living. She noted $135,000 didn't seem like enough to run this type of facility.

Lisa Parker/TRADE Sober Living spoke to Ms. Pines and commented, noting they received a $675,000 grant for longevity. She noted she is working on other grants as well. Ms. Parker noted that some of the funding comes from the tribes.

Supervisor Toso commented on CA. 15 as well, noting this is amazing and needed. In response to a question from Supervisor Toso, Ms. Parker noted that all the rooms are furnished, and everything is in place.

Supervisor Forsythe commented on CA. 29 thanking the team and noting they looked great. Supervisor Menetrey also noted the design is nice, and in response to a question from Chair Menetrey, Mikey Goralnik/Community Design Planner noted the work should begin end of September beginning of October.

CA. 30 was pulled for further discussion by consensus.

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| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District I Supervisor Rosemarie Smallcombe |
| **SECONDER:** | District IV Supervisor Wayne Forsythe |
| **AYES:** | District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso |

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Sheriff's Department**

Resolution Continuing the Local Emergency Due to the 2022/2023 Meteorological "Atmospheric River" Event

CA3. **Sheriff's Department**

Resolution Continuing a Local Emergency Due to Extreme Snowstorms in February and March of 2023

CA4. **Administration**

Approve Indigent Defense Agreement with Ric Squaglia, Effective August 1, 2023; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA5. **Administration**

Approve a Microenterprise Grant for Diamond Barbershop and Beauty Salon in the Amount of $10,000; and Authorize the Auditor to Submit Payment

CA6. **Administration**

Approve a Microenterprise Loan for Dixon's Fixins in the Amount of $50,000 at a 2% Interest Rate with a 10-Year Term and Possible Loan Forgiveness After One Year of Payments; Approve Loan Documents; Authorize the Board of Supervisors Chair to Sign the Documents (Subject to Approval as to Legal Form by County Counsel); and Authorize the Auditor to Fund the Loan

CA7. **Administration**

Approve a Microenterprise Loan for Mountain Meadow Farms in the Amount of $50,000 at a 2% Interest Rate for a 10-Year Term with Possible Loan Forgiveness After One Year of Payments; Approve Loan Documents; Authorize the Board of Supervisors Chair to Sign the Documents (Subject to Approval as to Legal Form by County Counsel); and Authorize the Auditor to Submit Payment

CA8. **Administration**

Approve FY23 Budget Action Reducing General Fund Contingency and Increasing Appropriations in the Indigent Defense Department Budget to Cover Unanticipated End of Year Expense Overage $30,000 (4/5ths Vote Required)

CA9. **Administration**

Approve FY23 Budget Action Reducing General Fund Contingency and Increasing Appropriations in the General Liability Fund Budget to Cover Unanticipated End of Year Expense Overage ($100,000) (4/5ths Vote Required)

CA10. **Administration**

Ratify the Signature on the First Amendment of the Economic Development Administration (EDA) Financial Assistance Award

CA11. **Administration**

Ratify a Three-Year Agreement with Dianne Spear Hooten for Office Space at 4988 11th Street in the Amount of $177,156

CA12. **Child Support Services**

Proclaim August 2023, as "Child Support Awareness Month"

CA13. **Clerk of the Board**

Approve the Minutes of June 6th, June 13th, June 20th, 2023

CA14. **Clerk of the Board**

Appoint Lyle Turpin and John Carrier as Directors to the Mariposa County Resource Conservation District (MCRCD) with Terms Expiring at Noon on November 26, 2027

CA15. **Health and Human Services Agency**

Approve an Agreement with TRADE Sober Living in the Amount of $135,000 for Residential Recovery

Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA16. **Health and Human Services Agency**

Approve Third Amendment to Agreement 22B-4021 with The California Department of Community Services and Development (CSD) in Support of the 2022 Low Income Home Energy Assistance Program (LIHEAP); and Authorize the Board of Supervisors Chair to Sign the Amendment

CA17. **Health and Human Services Agency**

Approve Grant Agreement with The California Department of Public Health in the Amount of $584,604 for the CalFresh Healthy Living Program (CFHL); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA18. **Health and Human Services Agency**

Approve First Amendment to the Agreement with Sequoia Psychiatric Treatment Center Increasing the Amount of the Agreement by $100,000 for A New Amount Not to Exceed $300,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA19. **Health and Human Services Agency**

Approve an Agreement with Mountain Mental Health in the Amount of $150,000 for Counseling Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA20. **Health and Human Services Agency**

Approve First Amendment to the 2023 Low Income Home Energy Assistance Program (LIHEAP) Agreement 23B-5021 with the California Department of Community Services and Development (CSD) Increasing the Amount by $35,000 for a New Amount Not to Exceed $560,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA21. **Health and Human Services Agency**

Approve an Agreement with Alliance for Community Transformations in the Amount of $189,506 for Community Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA22. **Health and Human Services Agency**

Approve Fourth Amendment to Agreement with E&E Transport, LLC to Increase the Amount by $5,000 for a New Amount Not to Exceed $35,000; Include Additional Costs; Extend the Term of the Agreement to September 30, 2023; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA23. **Health and Human Services Agency**

Approve a Three Year Agreement with Eloomi for Software Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA24. **Health and Human Services Agency**

Approve a Standard Agreement with Area 12 Agency on Aging in the Amount of $214,832 for Services in Second Year (Fiscal Year 2023-2024) of Awarded Four-Year Area 12 Agency Grant (July 2022 Through June 2026); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA25. **Health and Human Services Agency**

Rescind Resolution 2023-358; Approve Revised Second Amendment to Agreement with The Building Design Group (BDG) Extending the Term of the Agreement to December 31, 2023 for Architectural Design Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA26. **Health and Human Services Agency**

Approve Budget Action Increasing Revenue and Transfer Out Lines Within the Health and Human Services Agency Administrative Trust Budget and Increased Transfer Line Out to The Operating Budget ($800,000) (4/5ths Vote Required)

CA27. **Health and Human Services Agency**

Approve First Amendment to Agreement with Kazlin Infinite Care, LLC Increasing the Amount by $2,000 for a New Amount Not to Exceed $102,000 for Residential Care Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA28. **Planning**

Accept Resignation and Recognize the Service of Donn Harter on the Fish Camp Town Planning Advisory Council (Supervisor Smallcombe)

CA29. **Planning**

Approve Mural at APN 013-124-003 (5109 Highway 140) as Part of the Mariposa Gateway Elements Project

CA31. **Public Works**

Declare the Labor Day Parade a County Sponsored Event

**RESULT:** WITHDRAWN

CA32. **Public Works**

Approve the Donation of a Grant-Funded Type-1 Pierce Contender Fire Engine to Merced County Fire Department, Along With Transfer of Grant Responsibilities and Provision Attached

CA33. **Public Works**

Authorize the Public Works Director to Award Financial Support to Mariposa County Youth Sports Organizations

CA34. **Sheriff's Department**

Adopt a Resolution Approving an Agreement with the California Department of Parks and Recreation, Division of Boating and Waterways to participate in the Boating Safety and Enforcement Financial Aid

Program for Fiscal Year 2023-2024

CA35. **Sheriff's Department**

Approve an Agreement with the Department of Homeland Security/Federal Emergency Management Agency for Information Sharing; and Authorize the Sheriff to Sign the Agreement

# E. Items removed from Consent Agenda

CA30. **Planning**

Fee Waiver Request from Northern Mariposa County History Center (NMCHC) for all Permit Applications Required for the Entirety of Their Project, Including a Parcel Merger Application, Historic Design Review Application, and Building Permit

Supervisor Poe asked about the grant they received last week. Steve Engfer/Planning Director, noted a design review in the past that was requested, noting it was represented in the packet and shows their conceptual drawings. He also noted he would have to defer to them in regards to the grant.
Two representatives from the North County History Museum noted they received a grant to build storage for historical artifacts. She noted they received $500,000, and permit fees would eat up a bit of that. Board discussion ensued.

Public comment was received by Karen Glendening/Fish Camp residents, who commented on CA. 24 as she missed it and gave sentiments about Don Harter.

Jeanetta Phillips/Historic Sites and Record Preservation Committee Chair in regards to the design review. Mr. Enger noted procedurally it went to the HSRPC committee.

***CLARIFICATION/APPROVAL: This item is to approve a fee waiver for the Northern County History Museum for their application for the Historic Design Review, Lot Line Adjustment, and Building Permits with the Building Department being reimbursed by the County for the Building Department through the General Fund.***

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| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District I Supervisor Rosemarie Smallcombe |
| **SECONDER:** | District II Supervisor Shannon Poe |
| **AYES:** | District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso |

# F. Departmental Presentation

Monica Nielsen/Agricultural Commissioner noted with the Board's support, 38 ranches have signed up for the commercial livestock passes with 6 ranches still needing to pick up their passes. She noted they are working on compiling data for the Crop report and should have it out by the end of October. She noted under Proposition 12, the Animal Care Act they would be working with the California Department of Food and Agriculture (CDFA) to develop training for local producers. Ms. Nielsen noted under their Weights and Measures umbrella, they have tested the retail meters except for Buck Meadows or two within Yosemite National Park and also noted they would be testing the Fair scales the following week for accuracy. She noted that pesticide use enforcement they offer education twice a year, She also noted the pest detection trapper is

out in full force. She announced they finished their 2-and-a-half-year work plan for the Noxious weed programs; she noted in 2022, they treated 253 acres. In response to a question from Supervisor Poe, Ms. Nielsen noted that the trapper will do what he can regarding Mountain Lions. Still, he cannot move to remove the animal without the approval of the Fresno Office. Supervisor Forsythe noted in regard to spraying noxious weeds, that winter is generally when spraying is done, and that is tough to do when our county saw as much snow and rain as it did. Supervisor Toso noted she would like to have wildlife services come down to District 3 as they are seeing invasions of wild pigs and coyotes.

Karin Wasil/Yosemite Tourism Bureau gave a map of the town, a book, and a vacation planner to the Board. She noted they have begun vintage artwork stickers, noting they have them for Yosemite, Mariposa, and Coulterville; She noted they have been giving the stickers out at trade shows. She also announced that they are working on replacing the billboard at the county line in Merced.

Steve Ward/Mariposa Fire/Cal Fire Division Chief noted the Coulterville Battalion, there will be a change in the guard. He also mentioned how missed Don Harter will be on the Fish Camp Committee.

Steve Engfer/ Planning Director also noted that Don had been instrumental for many years. He has been so helpful and is a wonderful guy. Mr. Engfer thanked him for his service.

Joe Lynch/Health and Human Services Agency Director noted the agency was awarded a grant for the jail, he also updated the Board on LIHEAP and Cal Fresh.

Dr. Kristina Keheley/Director of Health Services noted that Captain Bobman was also awarded a grant for the jail and staff.

Jeremy Briese/Sheriff thanked Director Lynch and Dr. Kehley for their cooperation and collaboration to help support the daily operations of the Jail.

Wes Smith/OES introduced Ned Freedman as a new OES hire, noting that he has moved forward more quickly, and more details will be coming. He also noted Mr. Freedman will return to the University of Maine. Chair Menetrey welcomed Ned.

Sheriff Briese noted the opening of the Sheriff's office business office at 5284 Highway 49 North which will be open Monday through Friday from 8:00 AM – 5:00 PM. He also noted for the month of July they received 2213 calls for service and had 65 Jail bookings. He noted they had another arson arrest as well as an animal cruelty case and a 300,000 plus illegal marijuana bust. He thanked the Search and Rescue team noting they have been busy in the river canyon. With near drownings.

## G. Public Comment on Non-Agenda Items

Mike Brusa noted he speaks every time, also noting he did not have a more specific topic today. He discussed his experience as a Superintendent for a school and how money was budgeted.

### Recess Board of Supervisors

**10:36 AM** Chair Menetrey recessed the Board of Supervisors meeting, and the Clerk of the Board read the government code announcement.

## H. LOCAL TRANSPORTATION COMMISSION

**10:37 AM** Chair Forsythe called the Local Transportation Commission (LTC) meeting to order.

## Public Comment Period

Lorraine Freeman/Resident commented stating she has been having a lot of issues with Marigo. She noted being denied rides to Fresno as well as being met with resistance on ride requests.

## LTC Regular Agenda

1. **Public Works**

   Approve an Agreement with the State of California Department of Transportation in the Amount of $25,000 for the Indian Peak Bridge STIP Project; and Authorize the Mariposa County Local Transportation Commission (MCLTC) Executive Director to Sign the Agreement

Jeannie Morvay-Clayton/Transportation Planning gave the staff report noting they are using the STIP funds to take care of these two small bridges. No public comment. Bord discussion ensued.

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| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District V Supervisor Miles Menetrey |
| **SECONDER:** | District I Supervisor Rosemarie Smallcombe |
| **AYES:** | District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso |

2. **Public Works**

   Approve an Agreement with the State of California Department of Transportation in the Amount of $75,000 for the Harris Road Bridge STIP Project; and Authorize the Mariposa County Local Transportation Commission Executive Director to Sign the Agreement

Jeannie Morvay-Clayton gave the staff report. No public comment.

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| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District I Supervisor Rosemarie Smallcombe |
| **SECONDER:** | District III Supervisor Danette Toso |
| **AYES:** | District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso |

## Adjourn LTC

**10:46 PM** Chair Forsythe adjourned the LTC meeting.

# I. Mariposa County Public Finance Corporation

**10:46 AM** Chair Menetrey called the Mariposa County Public Finance Corporation (MCPFC) meeting to order.

## Public Comment Period

None.

## Mariposa County Public Finance Corporation Regular Agenda

1. **Administration**

Meeting of the Public Finance Corporation

Contact the Clerk of the Boards Office for the minutes of the Mariposa County Public Finance Corporation for August 1st, 2023.

## Adjourn Mariposa County Public Finance Corporation

**11:00 AM** Chair Menetrey adjourned the MCPFC meeting.

## Reconvene as Board of Supervisors

**11:00 AM** Chair Menetrey reconvened the Board of Supervisors meeting.

# J. Regular Agenda Items

1. **Public Works**

Receive a Presentation from Caltrans District 10 on Projects Within Mariposa County

Shannon Hanson/Public Works Director introduced the item and thanked Brian Hooker/Cal Trans, for coming. Mr. Hooker gave handouts to the clerk of the Board and briefed the Board on the projects taking place within the county.

Public comment was received by Karen Glendenning/Fish Camp Resident, who asked if District 10 would be coordinating with District 6 with the work being done on Highway 140. Mr. Hooker noted he would reach out to District 6.

Supervisors Forsythe and Smallcombe thanked Mr. Hooker for bringing this information to the Board.

**RESULT:** PRESENTATION HELD

2. **Fire**

Approve Second Amendment to The Tenaya Cabins Project Agreement, to Allow Changes to the Level of Service and Training as Specified in Section 4 Paragraph B of the Amended Agreement; and Authorize the Board of Supervisors Chair to Sign the Amendment

Chief Ward gave the staff report, noting that brigade-level response would continue to meet the original mitigation requirements. Chief Ward also noted there were two representatives from Delaware North (DNC) in attendance for questions.

Public comment was received by Karen Glendenning noted her concern was them getting onto Highway 41. She asked if they could also have SCOPE toned out to help emergency personnel.

Board discussion ensued. Brett Archer/DNC noted they took on fire service in 2018. He noted they are excellent in hospitality, but being in the firefighting service has proven difficult.

**RESULT:** **Adopted (UNANIMOUS)**

**MOVER:** District I Supervisor Rosemarie Smallcombe
**SECONDER:** District IV Supervisor Wayne Forsythe
**AYES:** District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

# K. Board Recognitions

**11:38 AM** Chair Menetrey announced J.3 would be moved to L.1, and they would move into Board recognition.

1. **Administration**

Recognize Tara Schiff as Recipient of the California Association of Local Economic Developers (CALED) Above and Beyond Award

Dallin Kimble noted today is Tara Schiff's last day with Mariposa County, and it's excellent to recognize everything she has done for our community.

Michelle Stevens/CALED gave the staff report. She noted every year, peers nominated and voted on the above-and-beyond award, noting it is a person who goes beyond being a casual member and being a voice for themselves and others.

Ms. Stevens presented the award to Ms. Schiff.

Chair Menetrey noted it was well deserved. Ms. Schiff thanked Ms. Stevens and noted she did bug them a lot for a rural voice, and thanked CALED for everything they had done to assist a rural forum. She also thanked the County for everything they have done to assist her, noting she lost her husband in 2012 and was left with three kids. She teared up, noting this job kept a roof over their head, helped her purchase a home, and put two kids and a soon-to-be third through college.

Chair Menetrey and Supervisors Forsythe, Toso, and Smallcombe all noted how much she has done for this community, as well as how she will be missed.

Public comment was received by Jeanetta Phillips/Made in Mariposa, Marilyn Saunders/Economic Development Corporation, Mikey Goralnik, Noah Schiff/Tara's Youngest Son, Leigh Westerlund/Assistant County Administrative Officer, Elizabeth Darcy/Public Information Officer, Steve Engfer, Zoe Alexander/Business and Personal Friend, and Dallin Kimble all spoke of Ms. Schiff's commitment to this community, her character, dedication, all noting how much she will be missed. Sentiments were also given about everyone's excitement for Noah getting ready to head off to Louisiana State University (LSU). Sentiments of Congratulations rang out in the chambers.

**12:11 PM** Chair Menetrey recessed the Board, noting they would reconvene at 1:30 PM.

**RESULT:** PRESENTATION HELD

# L. 1:30 PM Reconvene

Chair Menetrey reconvened the meeting and noted J.3 would be taken up first.

1. **Planning**

Approve the Submittal of Grant Application to the Strategic Growth Council's Transformative Climate

Communities Program for Planning and Design of the Missouri Gulch Site; Authorize the Board of Supervisors Chair to Sign a Letter of Commitment and Partnership Agreement; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement, If Awarded (Subject to Approval as to Legal Form by County Counsel)

Originally, item J.3 was moved to the first item at 1:30 PM.

Mikey Goralnik/Community Development Planner, introduced the item. No public comment. He noted they have robust aspirations to design to support water quality and quantity issues and fire management. The two parcels' caddie corner are recognized in the document. Board discussion ensued.

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| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District IV Supervisor Wayne Forsythe |
| **SECONDER:** | District III Supervisor Danette Toso |
| **AYES:** | District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso |

2. **Planning**

Approve the Submittal to the Federal Emergency Management Agency's Hazard Mitigation Advanced Assistance Grant Application to Fund 60% Design of a Flood Mitigation Project on the Mariposa Creek Parkway Phase IV for $750,000

Mikey Goralnik gave the staff report.

Public comment was received by Mike Brusa, who noted most of this agenda seems to be grants. He noted he appreciated people working with us but noted it is not new money; it doesn't change the long-term problem.

Board discussion ensued.

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| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District IV Supervisor Wayne Forsythe |
| **SECONDER:** | District I Supervisor Rosemarie Smallcombe |
| **AYES:** | District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso |

3. **Planning**

Approve an Application to the Local Transportation Climate Adaptation Program (LTCAP) Program for Mariposa Creek Parkway Phase IV Infrastructure Improvement; Authorize the Board of Supervisors Chair to Sign the Letter of Support; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement, If Awarded (Subject to Approval as to Legal Form by County Counsel)

Mikey Goralnik gave the staff report.

Public comment received by Mike Brusa who noted he liked that this is an adaptation, not a control.

Board discussion ensued.

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| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District IV Supervisor Wayne Forsythe |
| **SECONDER:** | District I Supervisor Rosemarie Smallcombe |

**AYES:** District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

4. **Planning**

Approve the Submittal of the National Endowment for the Arts Own Town Grant Application to fund the Historic Preservation in the Present Tense: Integrating Creative Placemaking Policy and Historic Design Review Guidelines for $150,000; Authorize the Board of Supervisors Chair to Sign the Letter of Support; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement, If Awarded (Subject to Approval as to Legal Form by County Counsel)

Hannah Harrison/Community Design and Development Planner, gave the staff report. Chair Menetrey noted the clerical correction from "own town" to "our town." No public comment.

Board discussion ensued.

**RESULT:** **Adopted (UNANIMOUS)**
**MOVER:** District IV Supervisor Wayne Forsythe
**SECONDER:** District II Supervisor Shannon Poe
**AYES:** District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

5. **Planning**

Receive an Update on the Mariposa Creek Parkway Phase III Trailhead and Destination Park

Mikey Goralnik gave a PowerPoint presentation.

Public comment was received by Mike Brusa, who noted Mr. Goralnik seems like a hustler and speaks in terms of grants.

Elizabeth Darcy thanked the group working on this project. She noted the resources we have are important, and a lot of studies note that if you are connected to your natural resources, you will better protect them.

Board discussion ensued.

**RESULT:** PRESENTATION HELD

6. **Administration**

Discussion and Direction on Fire Inspection Fee Schedule

Chair Menetrey announced this item was withdrawn and would be rescheduled to the meeting on August 8th.

**RESULT:** WITHDRAWN

# M. Closed Session

**2:59 PM** Chair Menetrey read the closed-session items. No public comment was received.

Chair Menetrey and Supervisor Smallcombe announced they would recuse themselves for Closed Session M.2.

1. **Board of Supervisors**

CLOSED SESSION: Department Head Review: Farm Advisor

**RESULT:** CLOSED SESSION HELD

2. **Administration**

CLOSED SESSION: Conference with Real Property Negotiator regarding the Park-and-Ride Located at 4974 Joe Howard Street in Mariposa, California

Supervisors Menetrey and Smallcombe recused themselves. Vice-Chair Forsythe chaired this item.

**RESULT:** CLOSED SESSION HELD

### Report Out

**4:04 PM** Chair Menetrey reconvened the Board of Supervisors meeting.

Vice-Chair Forsythe noted for Closed Session item 2, which was done first, information as received, and direction was given by Supervisors Forsythe, Toso, and Poe with Smallcombe and Menetrey recused.

Chair Menetrey noted for item one, information was received.

## N. Board Information

Information was received.

## O. Adjournment

**4:09 PM** Chair Menetrey adjourned the meeting in memory of Brian Mocygemba.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

# MARIPOSA COUNTY

Board of Supervisors

**RESOLUTION - ACTION REQUESTED 2023-390**

MEETING: August 1, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

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**RECOMMENDATION AND JUSTIFICATION**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County.

California Government Code 8698, 8698.1 and 8698.2 allows for the governing body of a city or county to declare a shelter crisis. A shelter crisis declaration relaxes standards for building occupancy, limits liability and provides a legal basis for the use of certain facilities designated by the County as a shelter for the duration of the crisis.

In order to declare the shelter crisis, the County made findings at a public meeting and adopted Resolution 18-518 that (1) a significant number of persons within the county's jurisdiction are without the ability to obtain shelter; and (2) the situation has resulted in a threat to the health and safety of those persons.

**BACKGROUND AND HISTORY OF BOARD ACTIONS**

On November 5, 2018, the Board of Supervisors adopted Resolution 18-518 declaring the existence of a Shelter Crisis Local Emergency in Mariposa County to allow Mariposa County to proceed with temporary homeless shelter solutions to meet the needs of our homeless community members.

Recognizing the prevalence of homelessness in California and the health and safety risks facing homeless persons, California law authorizes counties to declare a "shelter crisis" and avail themselves to attendant protections and powers. Specifically, upon declaring a "shelter crisis":

- A county may allow persons unable to obtain housing to occupy designated public facilities during the duration of the emergency (public facilities include parks, schools, and vacant or underutilized facilities which are owned, operated, leased, or maintained by the county);
- A county is immune from liability for ordinary negligence in the provision of emergency housing for all conditions, acts, or omissions directly related to, and which would not occur but for, the provision of emergency housing; and
- The provisions of any state or local law or regulation prescribing standards of housing, health, and safety are suspended to the extent that strict compliance would prevent, hinder, or delay the mitigation of the effects of the crisis.

If the County desires to construct and operate an emergency homeless shelter, it is recommended that the County Board of Supervisors first declare a "shelter crisis" in order to avail itself of the associated powers and liability protections.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION**

Do not continue the local emergency and the County may not be eligible for possible State or Federal assistance, or proceed with temporary homeless shelter solutions.

**FINANCIAL IMPACT**

None

**ATTACHMENTS**

**None**

**VOTE RESULT**

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| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District I Supervisor Rosemarie Smallcombe |
| **SECONDER:** | District IV Supervisor Wayne Forsythe |
| **AYES:** | District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe |

# MARIPOSA COUNTY

Board of Supervisors

**RESOLUTION - ACTION REQUESTED 2023-391**

| | |
|---|---|
| MEETING: | August 1, 2023 |
| TO: | The Board of Supervisors |
| FROM: | Jeremy Briese, Sheriff |
| RE: | Resolution Continuing the Local Emergency Due to the 2022/2023 Meteorological "Atmospheric River" Event |

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**RECOMMENDATION AND JUSTIFICATION**

Resolution Continuing the Local Emergency Due to the 2022/2023 Meteorological "Atmospheric River" Event.

**BACKGROUND AND HISTORY OF BOARD ACTIONS**

An extreme storm beginning on December 27th, 2022, caused ongoing damage to the County and other public and district facilities, including but not limited to roads, bridges, and structure/s/ within Mariposa County.
January 11th, 2023: The Board ratified the January 5th, 2023 Local Emergency Proclamation Due to the 2022/2023 Meteorological "Atmospheric River" Event. Additionally, the Board has ratified similar proclamations in the past during other emergencies.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION**

If the Board does not continue the proclamation, the County will not be eligible for possible State or Federal disaster assistance.

**FINANCIAL IMPACT**

None

**ATTACHMENTS**

**None**

**VOTE RESULT**

| | |
|---|---|
| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District I Supervisor Rosemarie Smallcombe |
| **SECONDER:** | District IV Supervisor Wayne Forsythe |
| **AYES:** | District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe |

# MARIPOSA COUNTY

Board of Supervisors

**RESOLUTION - ACTION REQUESTED 2023-392**

| | |
|---|---|
| MEETING: | August 1, 2023 |
| TO: | The Board of Supervisors |
| FROM: | Jeremy Briese, Sheriff |
| RE: | Resolution Continuing a Local Emergency Due to Extreme Snowstorms in February and March of 2023 |

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**RECOMMENDATION AND JUSTIFICATION**

Resolution Continuing a Local Emergency Due to Extreme Snowstorms in February and March of 2023.

On February 23rd, 2023 a series of snow storms impacted Mariposa County. Heavy snowfall from the storms impacted many areas, causing downed trees and power lines. The snow accumulation caused damage to the County and other public and district facilities, including but not limited to roads, bridges, and structure/s/ within Mariposa County.
On March 1st, 2023, Sheriff Jeremy Briese, acting as the Director of Emergency Services pursuant to Mariposa County Code Section 2.80.040, issued a Proclamation, declaring a local emergency.
On March 7th, 2023 the Board adopted a Resolution Ratifying the March 1, 2023 Proclamation by the Director of Emergency Services of the County of Mariposa, State of California, Proclaiming the Existence of a Local Emergency.

**BACKGROUND AND HISTORY OF BOARD ACTIONS**

The Board has ratified similar proclamations in the past during other emergencies.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION**

If the Board does not ratify the proclamation, the County will not be eligible for possible State or Federal disaster assistance.

**FINANCIAL IMPACT**

**ATTACHMENTS**

**None**

**VOTE RESULT**

| | |
|---|---|
| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District I Supervisor Rosemarie Smallcombe |
| **SECONDER:** | District IV Supervisor Wayne Forsythe |
| **AYES:** | District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe |

# MARIPOSA COUNTY

Board of Supervisors

**RESOLUTION - ACTION REQUESTED 2023-393**

| | |
|---|---|
| MEETING: | August 1, 2023 |
| TO: | The Board of Supervisors |
| FROM: | Dallin Kimble, County Administrative Officer |
| RE: | Approve Indigent Defense Agreement with Ric Squaglia, Effective August 1, 2023; and Authorize the Board of Supervisors Chair to Sign the Agreement |

---

**RECOMMENDATION AND JUSTIFICATION**

Approve Indigent Defense Agreement with Ric Squaglia, Effective August 1, 2023; and Authorize the Board of Supervisors Chair to Sign the Agreement

Indigent defense services protect the constitutional rights of those accused of committing a crime by ensuring legal representation regardless of income. This is the County's first agreement with Ric Squaglia. Mr Squaglia will be replacing Michael McAfee, who intends to return to his previous job in the Mariposa County District Attorney's office.

Mr. Squaglia has twenty-nine years of experience in criminal defense cases, including homicide trials. He is currently representing twenty defendants in Mariposa County Superior Court.

Administration and County Counsel recommend contracting with Ric Squaglia for Indigent Defense.

**BACKGROUND AND HISTORY OF BOARD ACTIONS**

Resolution 22-338: Agreement for Indigent Defense Legal Services - Michael McAfee

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION**

Do not approve and request an expedited RFP process, resulting in new contracts once an alternative attorney can be identified.

**FINANCIAL IMPACT**

No financial impact as the budget is in place for this arrangement.

**ATTACHMENTS**

1. **Squaglia Indigent Defense Contract**

**VOTE RESULT**

| | |
|---|---|
| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District I Supervisor Rosemarie Smallcombe |
| **SECONDER:** | District IV Supervisor Wayne Forsythe |

**AYES:** District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

**LEGAL SERVICES AGREEMENT**

**THIS AGREEMENT** shall become effective on August 1, 2023, regardless of the date of execution by the parties, and is executed in Mariposa, California, by and between the COUNTY OF MARIPOSA, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Ric Squaglia, hereinafter referred to as "CONTRACTOR." CONTRACTOR warrants that he/she operates an independent law office and that he/she is in no way affiliated with other indigent defense attorneys contracted by COUNTY as a partner, employer, or agent.

**WHEREAS**, the COUNTY Board of Supervisors has determined that it is in the best interest of COUNTY to contract with independent contractors for the special legal services hereinafter set forth; and

**WHEREAS**, CONTRACTOR is an Attorney at Law, licensed to practice law before all of the courts of the State of California and is otherwise qualified to perform the services hereinafter set forth.

**NOW, THEREFORE, IT IS HEREBY AGREED** as follows:

1. CONTRACTOR shall perform all duties normally provided by a public defender as required by law including but not limited to those duties outlined on Exhibit "A" attached hereto.

2. COUNTY shall pay to CONTRACTOR the sum of eleven thousand six hundred and seventy dollars ($11,670) per month on or before the tenth (10th) day of each month. Each monthly payment shall be in arrears for the services performed during the prior month. The parties agree and represent that the amount of compensation has been established after consideration of the facts set forth in California Penal Code §987.3 and further recognize that circumstances such as those referred to in Paragraphs 4 and 5 may require changes in the total compensation. COUNTY and CONTRACTOR agree to re-negotiate the total sum to be paid to CONTRACTOR hereunder in the event CONTRACTOR is required to make court appearances for new programs for which no regular court appearances are required at the time of the execution of this Agreement. By way of example only, if a new program is added to the judicial system, which requires CONTRACTOR to appear in court on Friday, in addition to the then current appearances on Monday, Tuesday and Thursday, this clause will be invoked. However, should the Court simply move Thursday court to Monday, with no additional days requiring court appearances, this clause shall not be invoked.

3. This Agreement shall be for a term of twenty-three (23) months commencing August 1, 2023, terminating on June 30, 2025, unless earlier extended by mutual agreement of the parties. COUNTY shall have the option to extend the term of this Agreement for one (1) one (1) year term. Should COUNTY elect to extend this Agreement, CONTRACTOR shall be notified in writing sixty (60) days prior to the expiration of the initial term, or any extended term. In the event of any extensions hereunder the parties shall mutually agree upon the annual contract price.

4. COUNTY shall receive all funds collected pursuant to Penal Code §§ 987.4, 987.6, and 987.8, Government Code §27712, and any similar statute providing

for the reimbursement for the cost of legal services rendered under this Agreement, and no portion of the funds shall inure to CONTRACTOR'S benefit or otherwise affect the amount specified in Paragraph 2.

5. This Agreement shall not apply to cases governed by California Penal Code §987.9, "capital cases," nor shall it apply to costs for investigators in homicide cases where the Superior Court has approved extraordinary expenses.

6. In addition to the sum specified in Paragraph 2 above, CONTRACTOR shall be reimbursed for reasonable out-of-pocket expenses incurred in representing criminal defendants in matters where venue has been changed outside the County of Mariposa.

7. CONTRACTOR shall be reasonably available to provide legal counsel to juveniles 17 years of age or younger which have not been charged with any crime, in the event a law enforcement agency or anyone acting on behalf of a law enforcement agency wishes to conduct a custodial interrogation or otherwise take a statement from a juvenile which could be incriminating or in any circumstances in which the juvenile has a right to counsel under federal law or pursuant to California Welfare and Institutions Code section 625.6. CONTRACTOR may provide services under this provision in person, via telephone or video conference. Services provided by CONTRACTOR under this provision during business hours (Monday-Friday 8:30 a.m. to 5:30 p.m.) for uncharged juvenile suspects shall be billed to the COUNTY at an hourly rate of seventy dollars ($70.00) per hour. Services provided by CONTRACTOR after business hours shall be billed to the COUNTY at an hourly rate of one hundred forty dollars ($140.00) per hour with a one hour billable minimum. Payments made pursuant to this Paragraph 7 shall be in addition to the sum specified in Paragraph 2. Nothing in this provision affects CONTRACTOR'S obligations under this Agreement to represent juvenile defendants charged with a criminal offense in Mariposa Superior Court.

8. CONTRACTOR shall be a member of the California State Bar in good standing at all times during the term of this Agreement.

9. CONTRACTOR shall maintain a telephone answering service or device for the taking of telephone messages during non-business hours.

10. In-custody clients shall be interviewed within thirty-six (36) hours of CONTRACTOR'S appointment. Out-of-custody clients shall be interviewed within seventy-two (72) hours of CONTRACTOR'S appointment.

11. The Superior Court shall develop eligibility guidelines for the purpose of determining an individual's financial eligibility for indigent representation. CONTRACTOR shall obtain from each and every person he/she is appointed to represent, a completed questionnaire verifying the person's eligibility for indigent representation services. Failure to perform this requirement shall constitute a material breach of this Agreement.

12. In performing the duties herein specified, CONTRACTOR is and shall be an independent contractor and not an employee of COUNTY. CONTRACTOR will be responsible to COUNTY for only the good faith performance of this Agreement in conformity with the Rules of Professional Conduct of the State Bar of California and not for the specific manner in which his/her duties are

performed or his/her professional judgment exercised. Because each CONTRACTOR is an independent contractor, it shall be his/her sole and absolute responsibility to comply with all federal, state, and local statutes, regulations and ordinances respecting this Agreement.

13. The parties recognize that ethics considerations, such as those set forth in the Rules of Professional Conduct, may prohibit CONTRACTOR from accepting some appointments that would otherwise be included within this Agreement. Upon discovery of a conflict of interest or other ethical consideration which precludes further representation, CONTRACTOR shall immediately notify the affected client(s) and move the Superior Court to be relieved as counsel.

14. CONTRACTOR, as an independent contractor, shall be solely responsible for providing all office furniture, equipment, supplies, secretaries, clerks, attorneys, and other persons necessary to perform this Agreement, including any professional education and expenses, except investigators and experts. Funding for any investigator or expert will be subject to prior to approval by the Superior Court on a case-by-case basis.

15. CONTRACTOR hereby agrees to individually indemnify and hold COUNTY, its officers and its employees absolutely harmless from any and all liability, cost, or expense whatsoever arising out of, or pertaining to, this Agreement and shall defend at no cost to COUNTY or COUNTY'S officers or employees, any such action brought against COUNTY, its officers or its employees.

16. During the term of this Agreement, CONTRACTOR shall carry professional liability insurance in a minimum amount of $1,000,000, insuring CONTRACTOR against all claims arising out of CONTRACTOR'S services performed hereunder. CONTRACTOR shall provide COUNTY with proof of insurance required herein upon execution of this Agreement by CONTRACTOR and annually thereafter.

17. CONTRACTOR shall notify COUNTY, in writing, within ten (10) working days of receipt by CONTRACTOR of a claim or allegation of ineffective representation by CONTRACTOR arising out of services provided hereunder by CONTRACTOR.

18. Upon the termination of this Agreement, CONTRACTOR shall cooperate fully with COUNTY and with such persons as may be designated by COUNTY to succeed CONTRACTOR in order to effect the orderly transition of legal services from CONTRACTOR to his or her successors. The cooperation specified in this paragraph includes, but is not limited to, the releasing of such files, papers and records as may be required to carry out the provisions of this Agreement and any subsequent agreement with successor contractors and to ensure the continued adequate legal representation of persons eligible for the services herein set forth.

19. CONTRACTOR shall maintain all files and records for each case for which services are provided under this Agreement for at least ten (10) years following the last date CONTRACTOR rendered services pursuant to this Agreement, unless such files are assigned to successor counsel. CONTRACTOR shall have access to his/her files as necessary. Neither the COUNTY nor any other person or entity shall be permitted access to any such files without the written consent of CONTRACTOR or court order. Prior to closing each case, CONTRACTOR shall notify the client of the requirements of this clause.

20. CONTRACTOR shall provide for the maintenance of quality representation of indigent defendants consistent with constitutional and professional standards. In California, the benchmark adopted test for determining competency of counsel in criminal cases is that of a reasonably competent attorney acting as a diligent, conscientious advocate. (*People v. Pope*, 23 Cal.3d 412 [1979]). CONTRACTOR agrees to provide competent legal services in conformity with the above standard, or with standards as modified by more recent legislation or case law. Specifically, the following duties and responsibilities of counsel as set forth in prior court decisions and professional standards will be observed. These include:

A. Duty of careful factual and legal investigation. (See *People v. Ibarra*, 60 Cal.2d 460 [1963] regarding duty to research the law and raise settled objections; *In re Saunders*, 2 Cal.2d 1033 [1970] regarding duty to investigate medical reports and conduct psychiatric examinations to support a diminished capacity defense; and ABA Standards on the Defense Function [hereinafter referred to as "ABA Standards"] Section 4.1.)
B. Duty to take prompt action to protect a client's legal rights. (See ABA Standards, Section 3.6a [including procedural steps such as moving for pretrial release, obtaining psychiatric examination, moving for change of venue or continuance, suppression of illegally obtained evidence, severance from jointly charged defendants, or dismissal].)
C. Duty to keep the client informed. (See ABA Standards, Section 3.8.)
D. Duty to prepare for jury selection, examination of witnesses, submission of instructions and presentation of argument at trial. (See ABA Standards, Section 7.2(a) and 7.2(b).)
E. Duty to know and explore sentencing alternatives. (See ABA Standards, Section 8.1(b).)
F. Duty to advise concerning appeals. (See ABA Standards, Section 8.2(a).)
G. Duty not to accept more cases than can be competently handled. (See *Martin v. State Bar*, 20 Cal.3d 717 [1978].)
H. Duty not to handle a legal matter which the lawyer knows or should know that he/she is not competent to handle. (See ABA Code of Professional Responsibility, Canon 6, Disciplinary Rule No. 6-101 (a).)
I. Duty to maintain client confidences and secrets.

21. The fees of attorneys appointed to represent persons who CONTRACTOR cannot represent because of conflict of interest shall not constitute a charge against sums to which CONTRACTOR is otherwise entitled pursuant to this Agreement. CONTRACTOR shall not decline to represent any eligible person except for a conflict of interest or disqualification recognized by the Superior Court.

22. All matters to which CONTRACTOR has been appointed prior to the termination of this Agreement shall be completed by CONTRACTOR notwithstanding the termination of this Agreement. CONTRACTOR acknowledges that services rendered by CONTRACTOR to complete matters pending at the termination of this Agreement shall not entitle CONRACTOR to any fees beyond the annual payment due CONTRACTOR pursuant to Paragraph 2 above.

23. COUNTY may terminate this Agreement upon a thirty (30) day written notice in the event of a breach by CONTRACTOR of any of the terms and conditions contained in this Agreement. COUNTY may further terminate this Agreement without cause if the Board of Supervisors determines in any budgetary cycle

that it is unable to fund this Agreement in its budget period. This provision is intended to comply with Article XVI, Section 18 of the Constitution of the State of California.

24. COUNTY and CONTRACTOR shall meet at least annually to review CONTRACTOR's performance and any other relevant matters related to this agreement.

25. COUNTY may terminate this Agreement at any time by providing a notice in writing to CONTRACTOR that the Agreement is terminated. Said Agreement shall then be deemed terminated and no further work shall be performed by CONTRACTOR. If the Agreement is so terminated, the CONTRACTOR shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

26. In the event CONTRACTOR ceases to perform services hereunder or is removed by COUNTY, COUNTY shall replace CONTRACTOR with a qualified attorney.

27. Should any clause, paragraph or language in this Agreement be held to be void, unenforceable, or unconstitutional, such clause, paragraph or language shall be stricken from this Agreement and the remainder of this Agreement shall continue in full force and effect the same as if such clause, paragraph or language had never been contained herein.

28. Neither this Agreement nor any of the rights, obligations or duties specified herein shall be assigned, transferred or delegated to any person without prior written consent of COUNTY. CONTRACTOR shall neither assign nor transfer any interest in or to the proceeds of this Agreement. Any assignment, transfer or delegation in violation of this paragraph shall be void.

29. This Agreement may not be modified or amended except by a written agreement signed by parties hereto.

30. Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated either in the Superior Court of California, County of Mariposa, or in the United States District Court for the Eastern District of California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

31. This Agreement constitutes the entire agreement between CONTRACTOR and COUNTY with respect to the subject matter thereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understanding of any nature whatsoever unless expressly included in this Agreement.

32. Any notices herein provided to be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid and addressed as follows:

COUNTY: County of Mariposa
County Administrative Officer
P.O. Box 784
Mariposa, CA 95338

CONTRACTOR: Ric Squaglia
7726 N 1st St # 351
Fresno, CA 93720-0989

Nothing herein shall preclude the giving of any notice by personal service.

33. While some of the duties of CONTRACTOR hereunder would be the duties of a public defender in a county served by a public defender, all parties hereto understand and agree that CONTRACTOR is not a public defender as described in California Government Code §27700, et seq.

**IN WITNESS WHEREOF**, the parties have executed this Agreement in duplicate on the day and year below written.

COUNTY OF MARIPOSA:

_____ DATE: _____
Miles Menetrey, Chair Board
of Supervisors

APPROVED AS FORM:

_____
STEVEN W. DAHLEM
County Counsel

COUNTERSIGNED:
(Government Code 25103)

_____
Danielle Bondshu
Clerk of the Board

CONTRACTOR:

_____ DATE: _____
Ric Squaglia
Attorney at Law

**EXHIBIT 'A'**
**Attachment 1**

1. Represent all persons whom the Superior Court has deemed indigent and who are charged with the commission of any felony (except capital cases) or misdemeanor when appointed by a Judge of the Mariposa County Superior Court ("Indigent Persons").

2. Represent juveniles and parents (including de facto parents) in Welfare and Institutions Code Section 300 juvenile dependency proceedings and provide juvenile dependency caseload reports to the Superior Court on a monthly basis.

3. Represent juveniles in Welfare and Institutions Code Section 600 juvenile delinquency proceedings.

4. Represent all persons requesting counsel and for whom counsel is appointed under Division 4 (Section 1400 et seq.) of the Probate Code (Guardianships and Conservatorships).

5. Represent all persons requesting counsel and for whom counsel is appointed under Division 5, Part 1(Section 5000 et seq.) of the Welfare and Institutions Code (Lanterman-Petris-Short Act Conservatorships).

6. Represent all Indigent Persons in pretrial extraordinary writs and appeals to the Superior Court, provided that CONTRACTOR may decline appellate appointments when he/she has represented the client in related trial court proceedings. CONTRACTOR will in all cases assist client in perfecting client's right to appeal.

7. Represent all Indigent Persons before the Superior Court for violations of probation, post release community supervision, mandatory supervision, and parole violations. CONTRACTOR shall not be required to represent persons in proceedings for modification of conditions of probation without the Superior Court's consent.

8. Represent all Indigent Persons in Drug Court and in Behavioral Health Court as requested by the Superior Court.

# MARIPOSA COUNTY

Board of Supervisors

**RESOLUTION - ACTION REQUESTED 2023-394**

| | |
|---|---|
| MEETING: | August 1, 2023 |
| TO: | The Board of Supervisors |
| FROM: | Dallin Kimble, County Administrative Officer |
| RE: | Approve a Microenterprise Grant for Diamond Barbershop and Beauty Salon in the Amount of $10,000; and Authorize the Auditor to Submit Payment |

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**RECOMMENDATION AND JUSTIFICATION**

Approve a Microenterprise Grant for Diamond Barbershop and Beauty Salon in the Amount of $10,000; and Authorize the Auditor to Submit Payment.

Pursuant to Board discussion and direction given on July 18, 2023, staff is seeking approval of a microenterprise grant application received from Diamond Barbershop and Beauty Salon. The Board directed staff to submit a request for approval of a $10,000 grant with the submission of an itemized cost sheet for equipment purchases.

Diamond Barbershop and Beauty Salon is an existing salon that opened in Mariposa in April 2021 that offers haircuts, hair coloring and more. The owner recently moved the business to another location and would like to use the opportunity to expand services. The business is asking for a $10,000 grant, $2,500 to purchase machinery and equipment and $7,500 to support operating capital.

Diamond Barbershop was affected by the Oak Fire with several of the owner's customers losing their homes and no longer being able to afford services.

Rather than a forgivable loan, Diamond Barbershop and Beauty Salon is requesting a $10,000 grant. The Microenterprise Loan Program guidelines, adopted on November 1, 2022, include a provision allowing for $10,000 grants. Per the guidelines, a grant cannot be used in combination with a loan.

**BACKGROUND AND HISTORY OF BOARD ACTIONS**

July 18, 2023 - The Board of Supervisors discussed Diamond Barbershop and Beauty Salon's grant application for $10,000 and directed staff to submit a request for approval, along with an itemized cost sheet for equipment.

October 11, 2022 - The Board of Supervisors discussed the options for Business Assistance and Micro Enterprise loans and directed staff to proceed on a case-by-case basis.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION**

A negative action could result in the business not being able to expand as planned.

**FINANCIAL IMPACT**

No impact to the general fund. The County received a $250,000 CDBG grant to fund the microenterprise loan program.

**ATTACHMENTS**

1. **Diamond Barbershop & Beauty Salon award letter**
2. **Victoria Castro Expenses**

**VOTE RESULT**

| | |
|---|---|
| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District I Supervisor Rosemarie Smallcombe |
| **SECONDER:** | District IV Supervisor Wayne Forsythe |
| **AYES:** | District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe |

**Mariposa County**

**DALLIN KIMBLE**
County Administrative Officer

Post Office Box 784
Mariposa, CA 95338
(209) 742-1214
dkimble@mariposacounty.org
www.mariposacounty.org

July 19, 2023

Victoria Castro
Diamond Barbershop and Beauty Salon
5192 Highway 49, Space 12
Mariposa CA 95338

Dear Ms. Castro,

**RE: Micro Enterprise Grant Award**

As a result of a Community Development Block Grant (CDBG) from the California Department of Housing and Community Development, Mariposa County is pleased to offer a Micro Enterprise Loan Program. As part of the loan program, there is a component that allows $10,000 grants to approved applicants.

In July 2022, Governor Newsom approved a proclamation declaring a State of Emergency in Mariposa County due to the Oak Fire. These funds are being used for economic recovery, with priority given to businesses impacted by the Oak Fire. Mariposa County understands that Diamond Barbershop and Beauty Salon lost several regular customers who lost their homes in the Oak Fire.

On Tuesday, July 18, 2023, the Mariposa County Board of Supervisors directed staff to prepare an item to approve a $10,000 micro enterprise grant for Diamond Barbershop and Beauty Salon. This letter constitutes notice of the award of Mariposa County Micro Enterprise funds. Upon final approval by the Board of Supervisors, staff will set up an online Supplier Account with Mariposa County. In addition, the Mariposa County Board of Supervisors has requested an itemized cost analysis for machinery and equipment that will be purchased with the grant funding.

Congratulations on your successful application. On behalf of Mariposa County and the Economic Development Corporation of Mariposa County, we hope these funds will help your business continue to survive and thrive into the future.

For further information, please contact Tara G. Schiff, economic development specialist, tschiff@mariposacounty.org or (209)742-1214. Mariposa County looks forward to working with you to promote the future success of your business.

Sincerely,

Dallin Kimble, County Administrative Officer
County of Mariposa

Mariposa County Business Assistance Loan Program

**Diamond Barbershop - Grant Expenses**

5192 HWY 49, Space 12, Mariposa, CA 95338

| Item | Quantity | Price | Total Price |
|---|---|---|---|
| Pibbs 847 Karim Threading Chair for Salons & Spas | 1 | $799.00 | $799.00 |
| Shipping, Handling, Taxes | | $178.66 | $178.66 |
| Pibbs PS92 Fiberglass Plumbinng Free Pedicure Spa | 2 | $1,995.00 | $3,990.00 |
| Shipping, Handling, Taxes | | $357.88 | $357.88 |
| ssPRO Barberlogoy GOLDFX Collection Pack (Electric Razors) | 2 | $184.99 | $369.98 |
| Shipping, Handling, Taxes | | $32.28 | $32.28 |
| Gamma+ Cordless Hair Clipper with Display Showcase | 2 | $219.95 | $439.90 |
| Shipping, Handling, Taxes | | $38.50 | $38.50 |
| 70" Shampoo Bowl - Artist Hand Barber Backwash Chair | 1 | $599.99 | $599.99 |
| Shipping, Handling, Taxes | | $52.50 | $52.50 |
| Saki Shears Kohanah Pink Set of Professional Shears | 2 | $249.99 | $499.98 |
| | | | $41.56 |
| Minewill Pedicure Stool for Nail Tech | 2 | $114.99 | $229.98 |
| Shipping, Handling, Taxes | | $20.12 | $20.12 |
| Vanity by BarberPub | 2 | $633.69 | $1,267.38 |
| Shipping, Handling, Taxes | | $110.90 | $110.90 |
| Installation of Salon Chairs & Salon Set Up | | $860.00 | $860.00 |
| 2-Year Furniture Protection Plan | 1 | $119.00 | $119.00 |
| **Total** | | | **10007.61** |

| Vendor |
| --- |
| Amazon |
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| Amazon |
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| Wayfair |
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| Estimate |
| Asurion |
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# MARIPOSA COUNTY

Board of Supervisors

**RESOLUTION - ACTION REQUESTED 2023-395**

MEETING: August 1, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve a Microenterprise Loan for Dixon's Fixins in the Amount of $50,000 at a 2% Interest Rate with a 10-Year Term and Possible Loan Forgiveness After One Year of Payments; Approve Loan Documents; Authorize the Board of Supervisors Chair to Sign the Documents (Subject to Approval as to Legal Form by County Counsel); and Authorize the Auditor to Fund the Loan

---

**RECOMMENDATION AND JUSTIFICATION**

Approve a Microenterprise Loan for Dixon's Fixins in the Amount of $50,000 at a 2% Interest Rate with a 10-Year Term and Possible Loan Forgiveness After One Year of Payments; Approve Loan Documents; Authorize the Board of Supervisors Chair to Sign the Documents (Subject to Approval as to Legal Form by County Counsel); and Authorize the Auditor to Fund the Loan.

Pursuant to Board discussion and direction given on July 18, 2023, staff is seeking approval of a Micro Enterprise loan application received from Dixon's Fixin's. The Board directed staff to submit a request for approval of a $50,000 loan with a 10 year term at a 2% interest rate, and provide a detail breakout of profit and loss projections for the next three years.

Dixon's Fixins is an existing food vendor that previously operated out of Sugar Pine Cafe. The owner purchased a food trailer to provide the same menu items previously served out of Sugar Pine in a mobile capacity, and will target the local population, serving breakfast, lunch and dinner. Dixon's Fixins food trailer will have the capability to travel to various events throughout and outside of Mariposa County. The business is asking for a $50,000 grant to support costs already made to purchase the food trailer, trailer build out and operating capital.

Dixon's Fixins was not only affected by the Oak Fire, but severely impacted by Covid-19. The closure of all restaurants due to Covid-19 safety protocol, in additional to the disruption in visitation and the loss of vacation rentals to Yosemite Natioinal Park directly impacted the business. The decrease in tourism after the Oak Fire affected the business' ability to purchase equipment and delayed opening dates for the new business.

**BACKGROUND AND HISTORY OF BOARD ACTIONS**

July 18, 2022 - The Board of Supervisors discussed the options for Dixon's Fixins loan application and directed staff to submit a request for approval based on the discussed terms and interest rates, and include an itemized list of projections.

October 11, 2022 - The Board of Supervisors discussed the options for Business Assistance and Micro

Enterprise loans and directed staff to proceed on a case-by-case basis.

On May 19, 2020 - The Board of Supervisors adopted Resolution 2022-68 approving the application of a CDBG grant for a business assistance and microenterprise loan program. The application was awarded on October 21, 2020.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION**

A negative action could result in the business not being able to open as planned.

**FINANCIAL IMPACT**

No impact to the general fund. The County received a $250,000 CDBG grant to fund the micro-enterprise loan program.

**ATTACHMENTS**

1. **Business Plan with Projections**
2. **Dixon's Fixin's Conditional Letter of Financing 7.20.2023**

**VOTE RESULT**

| | |
|---|---|
| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District I Supervisor Rosemarie Smallcombe |
| **SECONDER:** | District IV Supervisor Wayne Forsythe |
| **AYES:** | District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe |

# Dixon's Fixin's Business Plan

## Business Overview

Dixon's Fixin's is a new food trailer coming to Mariposa County owned and operated by local Mariposa favorite, Trevor Dixon. The menu will consist of popular food options that consist of Trevor's famous Bomb burger and chicken sandwich, made with the creativity and uniqueness that only Trevor can offer. Trevor's eclectic style and consistency make him a favorite among Mariposians and his food trailer will garner a loyal following amongst many in the county.

Dixon's Fixin's will be located primarily in the downtown area of Mariposa near the Government building with summer trips to Lakes McClure and McSwain. Trevor will receive lots of exposure by continuing to be a contributing member of this community. With the popular location of downtown and both lakes, and an already impressive local following, Dixon's Fixin's is destined to become a local go-to dining destination for anyone craving delicious fare at an affordable price.

## Products Served

The following are the products to be offered by Dixon's Fixin's:

- Sandwiches
- Burgers
- Salads
- Fries
- BBQ
- Milkshakes
- Assorted non-alcoholic beverages

## Customer Focus

Dixon's Fixin's will target customers in Mariposa who live, work, or socialize near downtown. This area is frequented by numerous young people, high school students, County employees, local business owners and over 1 million tourists that come through our beautiful town each year, who regularly eat at food trucks.

Anyone seeking delicious, affordable dining options are the target customers of Dixon's Fixin's.

## Management Team

Trevor has worked in the culinary industry for over twenty years and is accustomed to the long, demanding hours of operating a kitchen.

He will be the owner and operator of his food trailer along with his daughter Trinity who is following in his footsteps. The trailer will operate Monday – Friday from 7:00 am until 3:00 pm as well as catering private events and weekend lake trips. Trevor will also employ two part-time staff to assist him during peak hours of operation.

## Success Factors

The following success factors will set Dixon's Fixin's apart from the competition:

- Exceptional cuisine made fresh with locally sourced ingredients.
- An eclectic menu that is driven by customer request
- Convenient location: Dixon's Fixin's will be located in a highly-trafficked area that is frequented by high school students, young professionals, tourists and local merchants.
- Delicious food at a good price. Dixon's Fixin's food items will be on par with other food truck dishes without sacrificing quality.

# Funding Requirements and Use of Funds

Dixon's Fixin's is seeking $50,000 in debt financing to open its food trailer. The funding will be dedicated for the purchase cooking supplies and equipment and working capital. The breakout of the funding is below:

- Food truck kitchen supplies and equipment – $15,000
- Opening inventory – $10,000
- Working capital (to include 3 months of overhead expenses) – $10,000
- Marketing (website design and management) – $15,000

# Industry Analysis

Mobile food vendors are expected to perform well over the next five years, benefiting from consumers who want quality food options, fast without eating at "fast food". Revenues are expected to increase year over year.

Consumers nowadays demand higher-quality food, a wider variety of styles and tastes, better presentation and, most importantly, more healthy menu options. Therefore, operators that include healthy options on their menus will be best situated for success over the next five years. Vendors that continue to offer unique food options will also be in a strong position by carving out a niche and developing a loyal customer base.

The industry will also benefit from our active tourist population who often only stop in for a short time before heading to Yosemite.

# Customer Analysis

Demographic Profile of Target Market

Dixon's Fixin's will target the population of Mariposa that frequently dines in the downtown area. This area is home to several dining establishments, bars, and food trucks. The target market of this area are usually young professionals, students, and local merchants who have disposable income.

# Competitive Analysis

**Direct and Indirect Competitors**

Dixon's Fixin's will be competing with other local food trucks in the Mariposa community.

**Competitive Advantage**

Dixon's Fixin's offers several advantages over its competition. Those advantages are:

- Exceptional cuisine made fresh with locally sourced ingredients.
- An eclectic menu that is unlike any other in the Mariposa area.

- Convenient location: Dixon's Fixin's will be located in a highly-trafficked downtown area.
- Delicious food at a good price. Dixon's Fixin's food items will be priced similarly to other food trucks without sacrificing quality.

# Marketing Plan

Dixon's Fixin's will offer a unique value proposition to its clientele:

- Delicious food made fresh with locally sourced ingredients using exquisite techniques.
- Great food at a great price. The menu offerings of Dixon's Fixin's will be accessible to customers of all walks of life.

# Promotions Strategy

The promotions strategy for Dixon's Fixin's are as follows:

**Social Media**
Dixon's Fixin's's main source of marketing will be through social media, primarily their Facebook and Instagram pages. Trevor has become adept at taking appealing photographs of his dishes. He will post pictures of his menu and add details on the location and hours of operation. Dixon's Fixin's has a loyal following and he posts daily "Coming Soon" teaser photos.

# Pricing

The pricing of Dixon's Fixin's will be moderate and on par with competitors so customers feel they receive value when purchasing their menu items.

# Operations Plan

The operations plan for Dixon's Fixin's is relatively simple as its overhead and cost is small. The functional roles for its employees are as follows:

**Operation Functions:**

- Trevor will run the food truck operation. He will be in charge of inventory, menu creation, customer service, and bookkeeping. He will work every day that he chooses to open the food truck and plans to operate the food trailer Monday – Friday 7:00 am – 4:00 pm along with special event weekends.
- Two part-time staff will be employed during peak hours of operation.

# Milestones:

Dixon's Fixin's aims to open in the next 3 months. The following are the milestones needed in order to obtain this goal.

4/01/2023 – Purchase food trailer and start build

5/15/2023 – Social media and advertising campaign begins

6/1/2023 – equipment acquisition

6/15/2023 – Purchase food and drink inventory, stock truck, and park it

6/15/2023 – Grand Opening of Dixon's Fixin's

# Financial Plan

Key Revenue & Costs

The revenue drivers for Dixon's Fixin's will come from the menu items being offered daily.

The cost drivers will be the ingredients and products needed to make the menu items (oil, bread, meat, chicken, produce, drinks) as well as the cooking materials (pots, pans, bowls, plates, utensils, etc.). Other cost drivers will be the overhead expenses of payroll for the part-time employees and propane for the food truck.

# Key Assumptions

The following table outlines the key assumptions required in order to achieve the revenue and cost numbers in the financials and in order to pay off the business loan.

Initial Number of Customers Per Day: 50 (Averaged 60-75 per day during lunch service)

Average Menu Item Cost: $11.00

Average Order per Customer: $20.00

Annual Cost for Maintenance of Truck: $10,000

## Financial Forecast

Dixon's Fixin's is a start-up mobile food vendor located in Mariposa. The company expects to grow profits within the first six months of operation and grow exponentially year over year. The business carries no debt.

## Profit & Loss (Estimated)

| 3 YEAR PROJECTION | 2023 (6 months) | 2024 | 2025 |
|---|---|---|---|
| Gross Revenue | $175,000 | $350,000 | $400,000 |
| **OPERATING EXPENSES** | | | |
| Salary | $30,000 | $63,000 | $66,150 |
| Payroll taxes | $3,600 | $7,560 | $7,938 |
| Food cost | $35,000 | $70,000 | $75,000 |
| Repairs & Maintenance | $2,000 | $5,000 | $5,000 |
| Advertising | $2,000 | $1,000 | $1,000 |
| Accounting & Legal | $1,000 | $1,000 | $1,000 |
| Loan payment | $11,400 | $22,800 | $22,800 |
| Telephone | $300 | $600 | $600 |
| Utilities | $3,600 | $7,100 | $7,100 |
| Insurance | $3,000 | $6,000 | $6,000 |
| **TOTAL EXPENSES** | $93,900 | $184,060 | $192,588 |
| **NET PROFIT BEFORE TAXES** | $81,100 | $165,940 | $207,412 |
| Income Taxes | $16,220 | $33,188 | $41,482.4 |
| **NET PROFIT AFTER TAX** | $64,880 | $132,752 | $165,929.6 |

July 20. 2023

Dixon's Fixin's
Attn: Trevor Dixon
5430 Gunther Road
Mariposa, CA 95338

RE: Approval of Purchase Food Truck Equipment, Purchase of Inventory and Working Capital

COUNTY OF MARIPOSA (hereafter MARIPOSA) is pleased to notify you that it has approved your request for a loan under our CDBG Business Assistance Loan Program (hereafter CDBG) subject to the following terms and conditions:

| | |
|---|---|
| BORROWER: | Trevor Dixon<br>Dba Dixon's Fixin's<br>5430 Gunther Road<br>Mariposa, CA 95338 |
| **LOAN** | **CDBG loan** |
| LOAN AMOUNT: | $50,000.00 (Fifty Thousand and No/100 Dollars) |
| INTEREST RATE: | 2% Fixed |

PAYMENT TERMS & INTEREST:
Fully amortized on a ten (10) year term. Estimated payment of (120) monthly payments of principal and interest of approximately $460.00 (Four Hundred Sixty and No/100 Dollars) beginning September 1, 2023 and continuing to loan maturity.

USE OF PROCEEDS: To purchase food truck equipment, purchase inventory and working capital

| | |
|---|---|
| FEES: | Filing and recording fees, title fees, and out of pocket expenses to be paid by MARIPOSA. |
| COLLATERAL: | Borrower must pledge all business assets, as evidenced by a first lien position recorded with the Secretary of State on a UCC-1/Security Agreement. |

SPECIAL CONDITIONS: Borrower agrees to comply with the following:

a. Borrower to provide an annual business financial statement within 90 days of the end of each fiscal year end. Business financial statements to include a current income statement and balance sheet.
b. Borrower to provide business and personal tax returns by April 30th of each year.

LOAN DOCUMENTS: Borrower shall execute all documents, as MARIPOSA deems necessary to document and secure this obligation.

1. Duly executed loan documents.
2. Environmental indemnity: The borrower agrees to sign a loan agreement which indemnifies MARIPOSA against loss or damage due to the presence of hazardous substances on subject property.
3. Evidence of insurance in any and all areas required by the loan agreement and security agreement, including;
    a. Insurance on the real property located 5430 Gunther Road, Mariposa, CA 95338; against such hazards, in such amounts and with such companies as the MARIPOSA may require. Insurance policies shall contain a loss payee clause naming MARIPOSA in a manner satisfactory to MARIPOSA.
4. A copy of Fictitious Name Statement and Business License.
5. A listing of the current owner(s) of the business and a California Driver's License (CDL) of all individual(s).
6. Any other documents as may be required by MARIPOSA.
7. Other Fees: Borrower shall pay for all cost and expenses incurred in connection with the loans, including all recording fees and insurance payment.
8. Assignment of Commitment: Borrower may not assign or transfer this commitment of any of its rights, benefits or duties to any other person or entity.
9. Termination of Commitment: In addition to any other right of cancellation, MARIPOSA reserves the right to cancel this commitment on any of the following events:
    a. Borrower's failure to comply with any of the terms of this commitment,
    b. nonpayment of fees and expenses provided for in this commitment,
    c. disclosure of any information which would impair the ability of the Borrower to perform under the terms of this commitment or the loan, including any change subsequent to the date of this commitment deemed by MARIPOSA to be material in the assets, net worth or credit standing of the borrower,
    d. failure of the Borrower to execute and deliver any documents deemed necessary and appropriate by MARIPOSA, and

e. if all CDBG requirements are not met or Borrower produced insufficient documentation regarding income for targeted income group verification, MARIPOSA has the right to call the note.

10. The waiver by any party of the performance of any provision of this commitment shall not invalidate this commitment.
11. This commitment is based upon the information provided by Borrower and submitted to MARIPOSA in connection with Borrower's loan application.
12. This commitment shall be governed and construed in accordance with the laws of the State of California.
13. Closing: In the event the loan does not close on or prior to September 1, 2023, the commitment will lapse.

If this commitment is acceptable to you, please sign and return the original to the MARIPOSA. In the event that there is any material change in your financial condition or obligations prior to the closing, MARIPOSA may, at its sole discretion, terminate the commitment.

Sincerely,

Name of Authorized Signer
County of Mariposa, Chief Administrative Officer

**ACCEPTANCE**:

The undersigned hereby accepts the foregoing commitments and agrees to the terms and conditions thereof:

**Dixon's Fixin's**

_____ Date:_____
Trevor Dixon

# MARIPOSA COUNTY

Board of Supervisors

**RESOLUTION - ACTION REQUESTED 2023-396**

MEETING: August 1, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve a Microenterprise Loan for Mountain Meadow Farms in the Amount of $50,000 at a 2% Interest Rate for a 10-Year Term with Possible Loan Forgiveness After One Year of Payments; Approve Loan Documents; Authorize the Board of Supervisors Chair to Sign the Documents (Subject to Approval as to Legal Form by County Counsel); and Authorize the Auditor to Submit Payment

---

**RECOMMENDATION AND JUSTIFICATION**

Approve a Microenterprise Loan for Mountain Meadow Farms in the Amount of $50,000 at a 2% Interest Rate for a 10-Year Term with Possible Loan Forgiveness After One Year of Payments; Approve Loan Documents; Authorize the Board of Supervisors Chair to Sign the Documents (Subject to Approval as to Legal Form by County Counsel); and Authorize the Auditor to Submit Payment

**BACKGROUND AND HISTORY OF BOARD ACTIONS**

June 6, 2023 - The Board of Supervisors discussed the options for Mountain Meadow Farms' loan application and directed staff to submit a request for approval based on the discussed terms and interest rates.

October 11, 2022 - The Board of Supervisors discussed the options for Business Assistance and Micro Enterprise loans and directed staff to proceed on a case-by-case basis.

On May 19, 2020 - The Board of Supervisors adopted Resolution 2022-68 approving the application of a CDBG grant for a business assistance and microenterprise loan program. The application was awarded on October 21, 2020.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION**

A negative action could result in the business not being able to expand as planned.

**FINANCIAL IMPACT**

The County received a $250,000 CDBG grant to fund the micro enterprise loan program.

**ATTACHMENTS**

1. **Mountain Meadow Farms Conditional Letter of Financing 6.28.2023**

**VOTE RESULT**

**RESULT:** **Adopted (UNANIMOUS)**

| | |
|---|---|
| **MOVER:** | District I Supervisor Rosemarie Smallcombe |
| **SECONDER:** | District IV Supervisor Wayne Forsythe |
| **AYES:** | District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe |

June 28, 2023

Mountain Meadow Farms
Brenda Ostrom, dba Mountain Meadow Farms
5200 Dexter View
Mariposa, CA 95338

RE: Approval of purchase machinery & equipment, inventory, repairs and working capital

COUNTY OF MARIPOSA (hereafter MARIPOSA) is pleased to notify you that it has approved your request for a loan under our CDBG Business Assistance Loan Program (hereafter CDBG) subject to the following terms and conditions:

| | |
|---|---|
| BORROWER: | Brenda Ostrom<br>dba Mountain Meadow Farms<br>5200 Dexter View<br>Mariposa, CA 95338 |
| **LOAN** | **CDBG loan** |
| LOAN AMOUNT: | $50,000.00 (Fifty Thousand and No/100 Dollars) |
| INTEREST RATE: | 2% Fixed |

PAYMENT TERMS & INTEREST:
Fully amortized on a ten (10) year term. Estimated payment of (120) monthly payments of principal and interest of approximately $406.00 (Four Hundred Six and No/100 Dollars) beginning September 1, 2023, and continuing to loan maturity.

USE OF PROCEEDS: To purchase machinery & equipment, inventory, repairs and working capital

| | |
|---|---|
| FEES: | Filing and recording fees, title fees, and out of pocket expenses to be paid by MARIPOSA. |
| COLLATERAL: | Borrower must pledge all business assets, as evidenced by a first lien position recorded with the Secretary of State with a UCC-1 Financing Statement and Security Agreement. |

SPECIAL CONDITIONS: Borrower agrees to comply with the following:

a. Borrower to provide an annual business and personal financial statement within 90 days of the end of each fiscal year end. Business financial statements to include a current income statements and balance sheet.
b. Borrower to provide business tax returns by April 30th of each year.

LOAN DOCUMENTS: Borrower shall execute all documents, as MARIPOSA deems necessary to document and secure this obligation.

1. Duly executed loan documents.
2. Environmental indemnity: The borrower agrees to sign a loan agreement which indemnifies MARIPOSA against loss or damage due to the presence of hazardous substances on subject property.
3. Evidence of insurance in any and all areas required by the loan agreement and security agreement, including;
    a. Insurance on the real property located 5200 Dexter View, Mariposa, CA 95338; against such hazards, in such amounts and with such companies as the MARIPOSA may require. Insurance policies shall contain an additional mortgagee clause naming the MARIPOSA in a manner satisfactory to the MARIPOSA.
4. A copy of Fictitious Name Statement and Business License.
5. A listing of the current owner(s) of the business and a current California Driver's License (CDL) of all individual(s).
6. Any other documents as may be required by MARIPOSA.
7. Other Fees: MARIPOSA shall pay for all cost and expenses incurred in connection with the loans, including all recording fees.
8. Assignment of Commitment: Borrower may not assign or transfer this commitment of any of its rights, benefits or duties to any other person or entity.
9. Termination of Commitment: In addition to any other right of cancellation, MARIPOSA reserves the right to cancel this commitment on any of the following events:
    a. Borrower's failure to comply with any of the terms of this commitment,
    b. disclosure of any information which would impair the ability of the Borrower to perform under the terms of this commitment or the loan, including any change subsequent to the date of this commitment deemed by MARIPOSA to be material in the assets, net worth or credit standing of the borrower,
    c. failure of the Borrower to execute and deliver any documents deemed necessary and appropriate by MARIPOSA, and
    d. if all CDBG requirements are not met or Borrower produced insufficient documentation regarding income for targeted income group verification, MARIPOSA has the right to call the note.

10. The waiver by any party of the performance of any provision of this commitment shall not invalidate this commitment.
11. This commitment is based upon the information provided by Borrower and submitted to MARIPOSA in connection with Borrower's loan application.
12. This commitment shall be governed and construed in accordance with the laws of the State of California.
13. Closing: In the event the loan does not close on or prior to September 1, 2023, the commitment will lapse.

If this commitment is acceptable to you, please sign and return the original to the MARIPOSA. In the event that there is any material change in your financial condition or obligations prior to the closing, MARIPOSA may, at its sole discretion, terminate the commitment.

Sincerely,

Name of Authorized Signer
County of Mariposa, Chief Administrative Officer

**ACCEPTANCE**:

The undersigned hereby accepts the foregoing commitments and agrees to the terms and conditions thereof:

**Mountain Meadow Farms**

_____ Date:_____
Brenda Ostrom

# MARIPOSA COUNTY

Board of Supervisors

**RESOLUTION - ACTION REQUESTED 2023-397**

MEETING: August 1, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve FY23 Budget Action Reducing General Fund Contingency and Increasing Appropriations in the Indigent Defense Department Budget to Cover Unanticipated End of Year Expense Overage $30,000 (4/5ths Vote Required)

---

**RECOMMENDATION AND JUSTIFICATION**

Approve FY23 Budget Action Reducing General Fund Contingency and Increasing Appropriations in the Indigent Defense Department Budget to Cover Unanticipated End of Year Expense Overage $30,000 (4/5ths Vote Required)

Administration oversees the budget, and County Counsel reviews and processes invoices. Several invoices were received in the month of July, which relate to FY23 work and should be processed in the FY23 fiscal year as a result. The budget was insufficient to cover the final bills and so a budget action is required.

Administration intends to increase the Indigent Defense budget in FY24 during balancing adjustments in an attempt to avoid this in future years. It is also important to note that a budget is a prediction and does not always cover all expenditures when caseloads are higher than usual and/or investigations require additional expenses. Mariposa County has an obligation to provide legal defense services for those who cannot afford it, and when expenditures are higher than budgeted, a budget action is required.

**BACKGROUND AND HISTORY OF BOARD ACTIONS**

Resolution 22-390: Fiscal Year 2022-23 Final Budget Resolution

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION**

Do not approve and Mariposa County would not be able to cover legal expenses associated with Indigent Defense. Budget actions are processed regularly at the end of the fiscal year when expenses do not perfectly align with the budget.

**FINANCIAL IMPACT**

Reduce general fund contingency by $30,000.

**ATTACHMENTS**

1. **Indigent Defense 8.1.23**

**VOTE RESULT**

| | |
|---|---|
| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District I Supervisor Rosemarie Smallcombe |
| **SECONDER:** | District IV Supervisor Wayne Forsythe |
| **AYES:** | District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe |

# BUDGET ACTION FORM

| FUND | DEP/DIV | ACCOUNT | DESCRIPTION | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|---|
| 1001 | 206 | 60318 | Legal Services | | 30,000 | |
| 1001 | 100 | 92001 | Contingency | | | 30,000 |
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| | | | | TOTALS | 30,000 | 30,000 |

| TRANSFER BETWEEN FUNDS | | | | | DEBIT | CREDIT |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | TOTALS | 0 | 0 |

ACTION REQUESTED: (Check all that apply)

( ) Budget appropriation is less than $50,000 and involves shifting funds between categories in the same account and fund. Board of Supervisors reviews all budget actions of this nature on a monthly basis.

( X ) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending revenues and expenses or transferring funds between funds or accounts within the General Fund or transferring appropriation from contingency.

FISCAL YEAR

DEPARTMENT HEAD SIGNATURE DATE

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 07/2023

# MARIPOSA COUNTY

Board of Supervisors

**RESOLUTION - ACTION REQUESTED 2023-398**

MEETING: August 1, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve FY23 Budget Action Reducing General Fund Contingency and Increasing Appropriations in the General Liability Fund Budget to Cover Unanticipated End of Year Expense Overage ($100,000) (4/5ths Vote Required)

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**RECOMMENDATION AND JUSTIFICATION**

Approve FY23 Budget Action Reducing General Fund Contingency and Increasing Appropriations in the General Liability Fund Budget to Cover Unanticipated End of Year Expense Overage ($100,000) (4/5ths Vote Required)

Administration oversees the budget, and County Counsel reviews and processes invoices. Several invoices were received in the month of July, which relate to FY23 work and should be processed in the FY23 fiscal year as a result. The budget was insufficient to cover the final bills and so a budget action is required.

It is important to note that a budget is a prediction and does not always cover all expenditures. In this situation two large invoices were received for two cases initiated late in the fiscal year. When caseloads are higher than usual and/or investigations require additional expenses, Mariposa County has an obligation to cover these liability expenses, and a budget action is required.

**BACKGROUND AND HISTORY OF BOARD ACTIONS**

Resolution 22-390: Fiscal Year 2022-23 Final Budget Resolution

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION**

Do not approve and Mariposa County will not be able to pay outstanding invoices. Budget actions are routine at the end of budget fiscal years.

**FINANCIAL IMPACT**

Reduce General Fund contingency by $100,000 to cover the expense.

**ATTACHMENTS**

**1. General Liability 8.1.23**

**VOTE RESULT**

**RESULT:** **Adopted (UNANIMOUS)**
**MOVER:** District I Supervisor Rosemarie Smallcombe

**SECONDER:** District IV Supervisor Wayne Forsythe

**AYES:** District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

# BUDGET ACTION FORM

| FUND | DEP/DIV | ACCOUNT | DESCRIPTION | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|---|
| 1001 | 100 | 92001 | Contingency | | | 100,000 |
| 1001 | 100 | 80111 | Transfer Out | | 100,000 | |
| | | | | | | |
| 7707 | 100 | 49101 | Transfer In | | (100,000) | |
| 7707 | 100 | 60318 | Legal Services | | 100,000 | |
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| | | | | TOTALS | 100,000 | 100,000 |

| TRANSFER BETWEEN FUNDS | | | | | DEBIT | CREDIT |
|---|---|---|---|---|---|---|
| 1001 | 100 | 80111 | Transfer Out | | 100,000 | |
| 7707 | 100 | 49101 | Transfer In | | | 100,000 |
| | | | | | | |
| | | | | | | |
| | | | | TOTALS | 100,000 | 100,000 |

ACTION REQUESTED: (Check all that apply)

( ) Budget appropriation is less than $50,000 and involves shifting funds between categories in the same account and fund. Board of Supervisors reviews all budget actions of this nature on a monthly basis.

( X ) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending revenues and expenses or transferring funds between funds or accounts within the General Fund or transferring appropriation from contingency.

FISCAL YEAR

DEPARTMENT HEAD SIGNATURE DATE

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 07/2023

# MARIPOSA COUNTY

Board of Supervisors

**RESOLUTION - ACTION REQUESTED 2023-399**

| | |
|---|---|
| MEETING: | August 1, 2023 |
| TO: | The Board of Supervisors |
| FROM: | Dallin Kimble, County Administrative Officer |
| RE: | Ratify the Signature on the First Amendment of the Economic Development Administration (EDA) Financial Assistance Award |

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**RECOMMENDATION AND JUSTIFICATION**

Ratify the Signature on the First Amendment of the Economic Development Administration (EDA) Financial Assistance Award

On April 01, 2021, the Assistant CA signed the first amendment of the EDA grant award on Form CD-451. Per Resolution #2019-66, the authorized signatory for the grant award is the Chair of the Board of Supervisors. Staff requests to ratify the signature of the first amendment form with the BoS Chair's signature. The first amendment changes were as follows:

De-scope a two-level parking structure.
Add to scope the rehabilitation of two surface parking lots.
Designate the rehabilitation of two surface parking lots to be Phase 2 construction.
Revise project schedule.
Update Specific Award Conditions to include Updates to Guidance for Grants and Agreements, and Buy-American Preferences.

**BACKGROUND AND HISTORY OF BOARD ACTIONS**

November 2019 - County accepted grant award for funding of Downtown Renovation Grant for $6,296,347

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION**

A negative action will prohibit the two amendments from being implemented.

**FINANCIAL IMPACT**

No financial impact. The project was paid for by a $6,296,347 grant from the Economic Development Administration (EDA)/Department of Commerce.

**ATTACHMENTS**

1. **07-79-07487 Amend 1 - CD 451_signed**

**VOTE RESULT**

**RESULT:** **Adopted (UNANIMOUS)**

| | |
|---|---|
| **MOVER:** | District I Supervisor Rosemarie Smallcombe |
| **SECONDER:** | District IV Supervisor Wayne Forsythe |
| **AYES:** | District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe |

FORM **CD-451**
(REV. 11/18)

**U.S. DEPARTMENT OF COMMERCE**

# AMENDMENT TO FINANCIAL ASSISTANCE AWARD

☑ **GRANT** ☐ **COOPERATIVE AGREEMENT**

**FEDERAL AWARD ID NUMBER**
07-79-07487

**CFDA NO. AND NAME**
11.307 / Economic Adjustment Assistance Program

**PROJECT TITLE**
Mariposa Roadway, Water, and Sewer Infrastructure Improvement Project

| **RECIPIENT NAME** | **AMENDMENT NUMBER** |
|---|---|
| Mariposa County | 1 |
| **STREET ADDRESS** | **EFFECTIVE DATE** |
| P.O. Box 784 | Date of Grants Officer's Signature |
| **CITY, STATE, ZIP CODE** | **EXTEND PERIOD OF PERFORMANCE TO (IF APPLICABLE)** |
| Mariposa, California 95338-0494 | |

| COSTS ARE REVISED AS FOLLOWS: | PREVIOUS ESTIMATED COST | ADD | DEDUCT | TOTAL ESTIMATED COST |
|---|---|---|---|---|
| FEDERAL SHARE OF COST | $ 6,296,347.00 | $ | $ | $ 6,296,347.00 |
| RECIPIENT SHARE OF COST | $ 0.00 | $ | $ | $ 0.00 |
| TOTAL ESTIMATED COST | $ 6,296,347.00 | $ | $ | $ 6,296,347.00 |

**REASON(S) FOR AMENDMENT.**

De-scope a two-level parking structure.
Add to scope the rehabilitation of two surface parking lots.
Designate the rehabilitation of two surface parking lots to be Phase 2 construction.
Revise project schedule.
Update Specific Award Conditions to include Updates to Guidance for Grants and Agreements, and Buy-American Preferences.

**This Amendment Document (Form CD-451) signed by the Grants Officer constitutes an Amendment of the above-referenced Award, which may include an obligation of Federal funding. By signing this Form CD-451, the Recipient agrees to comply with the Amendment provisions checked below and attached, as well as previous provisions incorporated into the Award. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Amendment offer and de-obligate any associated funds.**

☐ **SPECIFIC AWARD CONDITION(S)**

☐ **LINE ITEM BUDGET**

☑ **OTHER(S):** "Exhibit A"

| **SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER** | | **DATE** |
|---|---|---|
| Kerstin Millius, Acting Regional Director | Digitally signed by KERSTIN MILLIUS Date: 2020.11.25 14:36:57 -08'00' | 11/25/20 |
| **PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL** | | **DATE** |
| Leigh Westerlund Assistant County Administrativ | Leigh Westerlund | 04/01/2021 |

FORM **CD-451**
(REV. 11/18)

**U.S. DEPARTMENT OF COMMERCE**

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FORM **CD-451**
(REV. 11/18)

**U.S. DEPARTMENT OF COMMERCE**

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|---|---|
| Kerstin Millius, Acting Regional Director | 11/25/20 |
| **PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL** | **DATE** |
| Leigh Westerlund Assistant County Administrativ — Leigh Westerlund ZOFFOsign 7330AC583D | 04/01/2021 |

# MARIPOSA COUNTY

Board of Supervisors

**RESOLUTION - ACTION REQUESTED 2023-400**

| | |
|---|---|
| MEETING: | August 1, 2023 |
| TO: | The Board of Supervisors |
| FROM: | Dallin Kimble, County Administrative Officer |
| RE: | Ratify a Three-Year Agreement with Dianne Spear Hooten for Office Space at 4988 11th Street in the Amount of $177,156 |

---

**RECOMMENDATION AND JUSTIFICATION**

Ratify a Three-Year Agreement with Dianne Spear Hooten for Office Space at 4988 11th Street in the Amount of $177,156

The technical services division of administration has been located for several years in a sheriff's office facility at 4963A 10th Street in Mariposa. In 2022, the sheriff's office advised administration that the space occupied by technical services was needed for sheriff's office staff and that technical services would need to find a new location.

Office space is limited in Mariposa, but the Sierra Nevada Conservancy (SNC) is open to sharing space at their location (4988 11th Street in Mariposa). Most SNC staff began working remotely during the pandemic and have continued working from home in the time since. After further review of the situation, staff agreed to move forward with an arrangement at that location.

County HR is also housed in the building at 4988 11th Street in Mariposa. The SNC lease expired at the end of March and the County HR lease was set to expire in June. Rather than renewing separate leases and then subletting half of the building from SNC, which is a state entity subject to extensive processes and regulation, staff agreed to lease the entire building and sublet a portion back to SNC. Because the existing lease was scheduled to expire in March, this action was done quickly and this item is for transparency and to request Board ratification of the action that was taken.

Staff had hoped to bring this lease and the sublease with the state to the Board at the same time, but the state leasing process is not yet complete. That sublease, which will be at the same rate per square foot ($2/sq ft) as this agreement with the property owner, will be retroactive and presented to the Board as soon as it is completed.

**BACKGROUND AND HISTORY OF BOARD ACTIONS**

The County has leased a portion of this building for several years with the most recent lease being a three-year agreement approved on June 2, 2020. This is the first time requesting ratification to lease the entire facility.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION**

Do not approve. Staff will terminate the lease. Human Resources and Technical Services will be without

an office space.

**FINANCIAL IMPACT**

Sufficient funds are included in the Fiscal Year 2023-2024 (FY24) budget.

**ATTACHMENTS**

**1. Admin-Spear-Hooton Agreement - Ratification-3-20-23**

**VOTE RESULT**

| | |
|---|---|
| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District I Supervisor Rosemarie Smallcombe |
| **SECONDER:** | District IV Supervisor Wayne Forsythe |
| **AYES:** | District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe |

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# AGREEMENT ROUTING SHEET

**To:** *Tracy Gauthier or Katherine Slenders* **Dept.:** *Clerk of the Board* **Date:** 03-14-2023

**From:** Lynn Mattos/Dallin Kimble **Agreement with:** Dianne Spear-Hooton

## Section 1: TYPE OF PROCESSING REQUESTED: *(Complete all Section 1 fields.)*

**1) Is this a digital signature request?** **Yes** ☒ **No** ☐ *(If No, please provide two original copies signed by the vendor.)*

**2) Is this the standard County Agreement Form?** **Yes** ☒ **No** ☐ *If No, please answer the following question:*

**a. Has this non-standard agreement been vetted by County Counsel? Yes** ☐ **No** ☐
(If Yes, provide approval to COB via email. If No, see the instructions below.
**Non-standard agreements will NOT be processed without County Counsel's approval.**)

**3) Is the Certificate of Insurance attached?** **Yes** ☐ **No** ☒ *If No, **DO NOT** submit until COI is received and attached.*
Insurance certificate not required, County is the lessee)

## Section 2: VENDOR AND AGREEMENT TYPE *(Complete all Section 2 fields.)*

**Vendor Signator & Title:** Dianne Spear-Hooton, Owner
***(Name of person signing the agreement and their title)***

**Vendor Email:** spearhooton@yahoo.com
***(Email of signee)***

**For:** County (HR/IT) Lease of the 11th Street Building
*(Provide a brief description of the service provided or product purchased, i.e. "Police service dog training," "Annual Senior Health Fair," etc.)*

**Term:** 03/14/2023 to 03/31/2026
*(Enter beginning "to" end. 3 years or less for DH or CAO agreements.)*

**Is this an Amendment to an Agreement? Yes** ☐ **No** ☒
(If Yes, attach copies of all prior amendments, *AS WELL AS THE INITIAL AGREEMENT*.)
**Total amendments cannot extend the term beyond five years.**

**Is this an Agreement for goods, supplies, or services? Yes** ☐ **No** ☒
(If Yes, attach copies of the required competitive solicitations per the Purchasing Policy.)
***<$3,000*** – No solicitation required; ***$3,000-$9,999*** – Informal solicitation, two quotes; ***$10,000-$60,000 -*** Informal solicitation, three or more quotes
**DO NOT** submit the agreement without the solicitations attached if required.

## Section 3: PURCHASING AUTHORIZATION *(Complete the appropriate Section 3 field.)*

☒ **BOARD ACTION** M/Traq ID # or Res No.: ratification Scheduled Date: will schedule

☐ **PURCHASING CODE (CAO or Department Heads - County Code Chapter 3.08):**

☐ $_____ **DEPARTMENT HEADS, <= $20,000 (**MCC Section 3.08.050):
***(May not purchase or lease real property or storage space without the Purchasing Agent's approval.)***

☐ $_____ **CAO as Purchasing Agent, <= $60,000** (MCC Section 3.08.090):
*(Amount limited to what is budgeted.)*

☐ **INDEMNIFICATION AGREEMENTS (Res. 05-117 and 04-346)** $_____

*The below fall under the Signature Authority Policy and/or the Purchasing Policy*

☐ **INTERDEPARTMENTAL AGREEMENTS** $ _____

☐ **MEMORANDUM OF UNDERSTANDING (MOU)** *No Cost* $ _____

☐ **CODE COMPLIANCE AGREEMENT** $ _____

☐ **SOFTWARE AS A SERVICE or OTHER SUBSCRIPTIONS or LICENSES** $ _____

***See next page for submitting instructions**



DS LM

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# LEASE AGREEMENT

**THIS LEASE AGREEMENT** is made and entered into in the **County of Mariposa**, State of California, as of March 14, 2023, by and between **DIANNE SPEAR HOOTON**, hereinafter referred to as **LESSOR**, and the **COUNTY OF MARIPOSA**, hereinafter referred to as **LESSEE**.

## WITNESSETH

**WHEREAS**, **LESSOR** owns real property located in the County of Mariposa commonly known as 4988 11th Street and 4988 11th Street Suite B in Mariposa, California; and

**WHEREAS**, the parties wish to provide for the leasing of the entirety of said property by the **LESSOR** to the **LESSEE**;

**FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER CONTAINED, IT IS AGREED AS FOLLOWS**:

1. **PREMISES:** The leased **PREMISES** is the real property located in the County of Mariposa commonly known as 4988 11th Street and 4988 11th Street Suite B in Mariposa, California.

2. **TERM: LESSOR** agrees to lease the real property described above for a term of thirty-six (36) months commencing on April 1, 2023, and terminating on or before March 31, 2026. This lease is renewable thereafter as mutually agreed by **LESSOR** and **LESSEE**.

3. **CONSIDERATION:** For and in consideration of Four Thousand Eight Hundred

dollars ($4,800.00) per month, mailed to Classic Property Management, P.O. Box 2068, Mariposa, CA 95338. On January 1 of each year after 2023, the consideration shall be increased by an amount equal to two and one half percent (2.5%). **LESSEE** shall be responsible for all utilities in addition to this consideration.

4. **ENTIRE AGREEMENT:** This Lease Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Lease Agreement and any exhibit, the terms of this Lease Agreement shall control.

5. **USE:** The **PREMISES** which are the subject of this Lease Agreement shall be used as office space for human resources, technical services, or similar administrative office uses. **LESSEE** hereby warrants that it will be used as such. Nothing in this Lease Agreement shall be interpreted as a prohibition against subleasing a portion of the **PREMISES** to other government entities for administrative office uses.

6. **COMPLIANCE WITH LAW:** **LESSEE** shall comply with all laws, ordinances, rules, regulations and requirement of county, state and federal government, or of any department, bureau or official thereof having jurisdiction.

7. **INSPECTION BY CERTIFIED ACCESS SPECIALIST:** As required by California Civil Code section 1938, **LESSOR** represents that premises have undergone inspection by a Certified Access Specialist (CASp).

   A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial

property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

8. **ASSIGNMENT:** Except as expressly provided herein, **LESSEE** shall not assign this Lease nor any right hereunder, nor sublet the **PREMISES**, nor any part thereof, or suffer any other person to occupy the said **PREMISES** or any portion thereof without prior written consent of **LESSOR**, which consent shall not be unreasonably withheld. **LESSEE** shall provide **LESSOR** with a copy of any agreements related to assignment, subletting or occupation of **PREMISES.** Any such assignment, subletting or occupation by any other person without such consent shall be void, and shall at the option of **LESSOR** terminate this Lease. This provision does not prohibit **LESSEE** from renting or allowing other parties to utilize the **PREMISES** for permitted functions and events.

9. **IMPROVEMENTS, CONSTRUCTION, ALTERATION, REMOVAL: LESSEE** may maintain on the **PREMISES** improvements as necessary to facilitate the use of the **PREMISES**. Any such structure and/or alteration shall remain the sole and separate property of **LESSEE** and at the termination of this Lease Agreement shall be removed at the **LESSEE'S** expense within a reasonable time or disposed of as otherwise mutually agreed by **LESSEE** and **LESSOR**.

10. **MAINTENANCE AND REPAIR**: **LESSEE** will be responsible for all maintenance and repairs of **LESSEE** installed interior improvements. **LESSEE** agrees to maintain the **PREMISES** in a clean and orderly condition at all times, and in accordance with safety and fire codes and other applicable federal and state laws and ordinances of the County of Mariposa. **LESSOR** shall notify **LESSEE** in writing of any necessary maintenance or repair of any structure placed on the

**PREMISES** by **LESSEE**. **LESSOR** shall maintain and repair all structures and utilities, including but not limited to heat, air conditioning, water, and sewer. Failure to repair and maintain the **PREMISES** shall be a breach of this Lease Agreement and **LESSEE** may at its option terminate this Lease Agreement.

11. **RIGHT OF RE-ENTRY OF LESSOR:** It is expressly agreed that in the event **LESSEE** creates or causes any breach of this Lease Agreement, **LESSOR** shall have the right and option to re-enter said **PREMISES**, take possession thereof, and remove all persons as provided by law.

12. **SURRENDER OF POSSESSION:** At the expiration of this Lease Agreement, **LESSEE** promises and agrees to deliver unto **LESSOR** the **PREMISES** in as good condition as at the date of execution of this Agreement, reasonable wear and tear accepted.

13. **INDEMNITY:** **LESSEE** agrees to indemnify, protect, defend and hold **LESSOR** and its officers, agents and employees, free and harmless from any and all liabilities, claims, demands, actions, losses, damages and costs of any kind, including but not limited to, all costs of defense thereof, caused by or arising out of **LESSEE'S** use or the use of any guests, invitees or agents of **LESSEE** of the **PREMISES**. Upon demand **LESSEE** shall, at its own expense, defend **LESSOR**, and its officers, agents and employees, against any and all such liabilities, claims, demands, actions, losses, damages, and costs of any type or nature arising from the sole negligence of **LESSEE**. **LESSOR** shall indemnify, protect, defend, and hold **LESSEE** and its officers, agents, and employees free and harmless from any and all liabilities, claims, demands, actions, losses, damages and costs of any kind, including but not limited to, all costs of defense thereof, caused by or arising out of, or in any way related to **LESSOR'S** obligations to maintain and repair the **PREMISES**, or any negligence of **LESSOR**, or any structural or other defects of the **PREMISES**.

14. **INSURANCE:** **LESSEE** will provide insurance coverage as of the

commencement of this Lease and during any right of occupancy of the **PREMISES** and shall maintain coverage in full force and in effect until the

a. **General Liability Insurance**: **LESSEE** shall obtain and keep in full force and effect general liability coverage of at least One Million Dollars ($1,000,000) combined limit for bodily injury and property damage. **LESSEE** shall name **LESSOR** as additionally insured with regard to the **PREMISES.**

15. **CHANGE OF ADDRESS:** It shall be **LESSOR'S** responsibility to inform **LESSEE** of any change of address.

16. **INSPECTION: LESSOR** shall be permitted to enter and view the **PREMISES** at any reasonable time for the purpose of inspecting or maintaining such **PREMISES** and doing any and all things with reference thereto which the **LESSOR** is obligated to do.

17. **TERMINATION PRIOR TO EXPIRATION:**

a. **LESSOR** shall have the right to terminate this Lease Agreement on the occurrence of any of the following events:
    i. The failure of **LESSEE** to perform or observe any of the terms, covenants and conditions which it is obligated to perform, keep or observe under this Lease Agreement.
    ii. The abandonment of the **PREMISES**. Should this occur **LESSOR** shall not be responsible for the custodial protection of **LESSEE'S** abandoned property, fixtures or equipment.

b. **LESSEE** and **LESSOR** shall have the right to terminate this Lease Agreement upon ninety (90) days written notice.

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c. It is mutually agreed that if **LESSEE**, during any fiscal year covered by this Lease Agreement fails to appropriate sufficient funds to continue this Lease Agreement, this Lease Agreement shall be of no further force and effect. California State Constitution Article XVI section 18.

18. **BREACH:** In the event of breach of this Lease Agreement by **LESSEE**, **LESSOR** shall be entitled to all rights and remedies provided by law in addition to the specific remedies mentioned herein.

19. **PARTNERSHIP DISCLAIMER:** It is mutually understood and agreed that nothing in this Lease Agreement is intended to or shall be construed as in any way creating or establishing the relationship of partners between the parties hereto, or as constituting **LESSEE** as an agent or representative of the **LESSOR** for any purpose or in any manner whatsoever.

20. **NOTICES:** Any notice to **LESSEE** shall be sufficient if sent by certified mail, postage prepaid, addressed to County Administrative Officer, County of Mariposa, P.O. Box 784, Mariposa, CA 95338. Any notice to **LESSOR** shall be sufficient if sent by certified mail, postage prepaid, addressed to:
Classic Property Management
P.O. Box 2068
Mariposa, CA 95338

21. **NON-WAIVER:** Any waiver of breach of any covenants or conditions herein contained to be kept and performed by either party shall be effective only if in writing and shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the other party from declaring a forfeiture or exercising its rights for any succeeding breach of either the same or other condition or covenant.

22. **SUCCESSOR:** This Lease Agreement shall be binding upon and inure to the benefit of all the heirs, successors and assigns of the parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Lease Agreement to be executed the day and year first above written.

**LESSOR:**

DocuSigned by:
04810B9B30494EA...

**DIANNE SPEAR HOOTON**
Owner

**LESSEE:** Mariposa County

DocuSigned by:
Miles S Menetrey
B43EC70C19BE446...

**MILES MENETREY**
Board of Supervisors Chair

**APPROVED AS TO FORM:**

DocuSigned by:
Steve Dahlem
F6A416F06B394BF...

**STEVEN W. DAHLEM**
County Counsel

DocuSign

## Certificate Of Completion

Envelope Id: 20066D5C9CB048208F52D0E0B0FE9BBF
Status: Completed
Subject: Complete with DocuSign: Admin - Spear Hooton agmt routing sheet.pdf
Source Envelope:
Document Pages: 8
Signatures: 3
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Mariposa Clerk of the Board
5100 Bullion St FL 2
Mariposa, CA 95338
Clerk-bos@mariposacounty.org
IP Address: 64.118.100.36

## Record Tracking

Status: Original
3/14/2023 4:08:22 PM
Holder: Mariposa Clerk of the Board
Clerk-bos@mariposacounty.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: County of Mariposa
Location: DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Steve Dahlem<br>sdahlem@mariposacounty.org<br>Security Level: Email, Account Authentication (None) | DocuSigned by:<br>Steve Dahlem<br>F6A416F06B394BF...<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 64.118.100.36 | Sent: 3/14/2023 4:12:22 PM<br>Viewed: 3/14/2023 5:02:13 PM<br>Signed: 3/14/2023 5:04:42 PM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 12/28/2022 3:42:40 PM<br>ID: 168bcdc6-bde7-4f01-885a-c1872fec5bc7 | | |
| Miles S Menetrey<br>mmenetrey@mariposacounty.org<br>Mariposa County Board Chair<br>Security Level: Email, Account Authentication (None) | DocuSigned by:<br>Miles S Menetrey<br>B43EC70C19BE446...<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 76.9.71.5<br>Signed using mobile | Sent: 3/14/2023 5:04:43 PM<br>Viewed: 3/14/2023 5:12:13 PM<br>Signed: 3/14/2023 5:12:38 PM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 2/16/2023 5:48:07 PM<br>ID: 190c885b-38bf-47d2-91f4-909adbc5aa30 | | |
| Diane Spear-Hooten<br>spearhooton@yahoo.com<br>Security Level: Email, Account Authentication (None) | DocuSigned by:<br>04810B9B30494EA...<br>Signature Adoption: Drawn on Device<br>Using IP Address: 107.127.14.76<br>Signed using mobile | Sent: 3/14/2023 5:12:40 PM<br>Resent: 3/15/2023 8:25:24 AM<br>Resent: 3/15/2023 8:25:35 AM<br>Viewed: 3/17/2023 8:27:53 PM<br>Signed: 3/17/2023 8:28:36 PM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 3/17/2023 8:27:53 PM<br>ID: 1639f71f-ce70-404e-b196-1465ec3c4f1a | | |
| Lynn Mattos<br>lmattos@mariposacounty.org<br>Security Level: Email, Account Authentication (None) | DS<br>LM<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 64.118.100.36 | Sent: 3/17/2023 8:28:37 PM<br>Viewed: 3/20/2023 6:55:58 AM<br>Signed: 3/20/2023 6:56:16 AM |
| **Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | | |

| In Person Signer Events | Signature | Timestamp |
|---|---|---|
| **Editor Delivery Events** | **Status** | **Timestamp** |
| **Agent Delivery Events** | **Status** | **Timestamp** |
| **Intermediary Delivery Events** | **Status** | **Timestamp** |
| **Certified Delivery Events** | **Status** | **Timestamp** |
| **Carbon Copy Events** | **Status** | **Timestamp** |
| **Witness Events** | **Signature** | **Timestamp** |
| **Notary Events** | **Signature** | **Timestamp** |

| Envelope Summary Events | Status | Timestamps |
|---|---|---|
| Envelope Sent | Hashed/Encrypted | 3/14/2023 4:12:22 PM |
| Envelope Updated | Security Checked | 3/15/2023 8:25:23 AM |
| Certified Delivered | Security Checked | 3/20/2023 6:55:58 AM |
| Signing Complete | Security Checked | 3/20/2023 6:56:16 AM |
| Completed | Security Checked | 3/20/2023 6:56:16 AM |

| Payment Events | Status | Timestamps |
|---|---|---|
| **Electronic Record and Signature Disclosure** | | |

# ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Mariposa (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

## Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

## Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

## Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

## All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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If you created a DocuSign account, you may update it with your new email address through your account preferences.

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i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jbond@mariposacounty.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

**Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Mariposa as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Mariposa during the course of your relationship with County of Mariposa.

DocuSign Envelope ID: 20066D5C-9CB0-4820-8F52-D0E0B0FE9BBF

# AGREEMENT ROUTING SHEET

**To:** *Tracy Gauthier or Katherine Slenders* **Dept.:** *Clerk of the Board* **Date:** 03-14-2023

**From:** Lynn Mattos/Dallin Kimble **Agreement with:** Dianne Spear-Hooton

## Section 1: TYPE OF PROCESSING REQUESTED: *(Complete all Section 1 fields.)*

**1) Is this a digital signature request?** **Yes** ■ **No** ☐ *(If No, please provide two original copies signed by the vendor.)*

**2) Is this the standard County Agreement Form?** **Yes** ■ **No** ☐ *If No, please answer the following question:*

**a. Has this non-standard agreement been vetted by County Counsel? Yes** ☐ **No** ☐
(If Yes, provide approval to COB via email. If No, see the instructions below.
**Non-standard agreements will NOT be processed without County Counsel's approval.**)

**3) Is the Certificate of Insurance attached?** **Yes** ☐ **No** ■ *If No, **DO NOT** submit until COI is received and attached.*
Insurance certificate not required, County is the lessee)

## Section 2: VENDOR AND AGREEMENT TYPE *(Complete all Section 2 fields.)*

**Vendor Signator & Title:** Dianne Spear-Hooton, Owner
***(Name of person signing the agreement and their title)***

**Vendor Email:** spearhooton@yahoo.com
***(Email of signee)***

**For:** County (HR/IT) Lease of the 11th Street Building
*(Provide a brief description of the service provided or product purchased, i.e. "Police service dog training," "Annual Senior Health Fair," etc.)*

**Term:** 03/14/2023 to 03/31/2026
*(Enter beginning "to" end. 3 years or less for DH or CAO agreements.)*

**Is this an Amendment to an Agreement? Yes** ☐ **No** ■
(If Yes, attach copies of all prior amendments, *AS WELL AS THE INITIAL AGREEMENT*.)
**Total amendments cannot extend the term beyond five years.**

**Is this an Agreement for goods, supplies, or services? Yes** ☐ **No** ■
(If Yes, attach copies of the required competitive solicitations per the Purchasing Policy.)
***<$3,000*** – No solicitation required; ***$3,000-$9,999*** – Informal solicitation, two quotes; ***$10,000-$60,000 -*** Informal solicitation, three or more quotes
**DO NOT** submit the agreement without the solicitations attached if required.

## Section 3: PURCHASING AUTHORIZATION *(Complete the appropriate Section 3 field.)*

■ **BOARD ACTION** M/Traq ID # or Res No.: ratification Scheduled Date: will schedule

☐ **PURCHASING CODE (CAO or Department Heads - County Code Chapter 3.08):**

☐ $_____ **DEPARTMENT HEADS, <= $20,000 (**MCC Section 3.08.050):
***(May not purchase or lease real property or storage space without the Purchasing Agent's approval.)***

☐ $_____ **CAO as Purchasing Agent, <= $60,000** (MCC Section 3.08.090):
*(Amount limited to what is budgeted.)*

☐ **INDEMNIFICATION AGREEMENTS (Res. 05-117 and 04-346)** $_____

*The below fall under the Signature Authority Policy and/or the Purchasing Policy*

☐ **INTERDEPARTMENTAL AGREEMENTS** $ _____

☐ **MEMORANDUM OF UNDERSTANDING (MOU)** *No Cost* $ _____

☐ **CODE COMPLIANCE AGREEMENT** $ _____

☐ **SOFTWARE AS A SERVICE or OTHER SUBSCRIPTIONS or LICENSES** $ _____

***See next page for submitting instructions**



DS LM

DocuSign Envelope ID: 20066D5C-9CB0-4820-8F52-D0E0B0FE9BBF

# LEASE AGREEMENT

**THIS LEASE AGREEMENT** is made and entered into in the **County of Mariposa**, State of California, as of March 14, 2023, by and between **DIANNE SPEAR HOOTON**, hereinafter referred to as **LESSOR**, and the **COUNTY OF MARIPOSA**, hereinafter referred to as **LESSEE**.

## WITNESSETH

**WHEREAS**, **LESSOR** owns real property located in the County of Mariposa commonly known as 4988 11th Street and 4988 11th Street Suite B in Mariposa, California; and

**WHEREAS**, the parties wish to provide for the leasing of the entirety of said property by the **LESSOR** to the **LESSEE**;

**FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER CONTAINED, IT IS AGREED AS FOLLOWS**:

1. **PREMISES:** The leased **PREMISES** is the real property located in the County of Mariposa commonly known as 4988 11th Street and 4988 11th Street Suite B in Mariposa, California.

2. **TERM: LESSOR** agrees to lease the real property described above for a term of thirty-six (36) months commencing on April 1, 2023, and terminating on or before March 31, 2026. This lease is renewable thereafter as mutually agreed by **LESSOR** and **LESSEE**.

3. **CONSIDERATION:** For and in consideration of Four Thousand Eight Hundred

dollars ($4,800.00) per month, mailed to Classic Property Management, P.O. Box 2068, Mariposa, CA 95338. On January 1 of each year after 2023, the consideration shall be increased by an amount equal to two and one half percent (2.5%). **LESSEE** shall be responsible for all utilities in addition to this consideration.

4. **ENTIRE AGREEMENT:** This Lease Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Lease Agreement and any exhibit, the terms of this Lease Agreement shall control.

5. **USE:** The **PREMISES** which are the subject of this Lease Agreement shall be used as office space for human resources, technical services, or similar administrative office uses. **LESSEE** hereby warrants that it will be used as such. Nothing in this Lease Agreement shall be interpreted as a prohibition against subleasing a portion of the **PREMISES** to other government entities for administrative office uses.

6. **COMPLIANCE WITH LAW:** **LESSEE** shall comply with all laws, ordinances, rules, regulations and requirement of county, state and federal government, or of any department, bureau or official thereof having jurisdiction.

7. **INSPECTION BY CERTIFIED ACCESS SPECIALIST:** As required by California Civil Code section 1938, **LESSOR** represents that premises have undergone inspection by a Certified Access Specialist (CASp).

   A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial

property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

8. **ASSIGNMENT:** Except as expressly provided herein, **LESSEE** shall not assign this Lease nor any right hereunder, nor sublet the **PREMISES**, nor any part thereof, or suffer any other person to occupy the said **PREMISES** or any portion thereof without prior written consent of **LESSOR**, which consent shall not be unreasonably withheld. **LESSEE** shall provide **LESSOR** with a copy of any agreements related to assignment, subletting or occupation of **PREMISES.** Any such assignment, subletting or occupation by any other person without such consent shall be void, and shall at the option of **LESSOR** terminate this Lease. This provision does not prohibit **LESSEE** from renting or allowing other parties to utilize the **PREMISES** for permitted functions and events.

9. **IMPROVEMENTS, CONSTRUCTION, ALTERATION, REMOVAL: LESSEE** may maintain on the **PREMISES** improvements as necessary to facilitate the use of the **PREMISES**. Any such structure and/or alteration shall remain the sole and separate property of **LESSEE** and at the termination of this Lease Agreement shall be removed at the **LESSEE'S** expense within a reasonable time or disposed of as otherwise mutually agreed by **LESSEE** and **LESSOR**.

10. **MAINTENANCE AND REPAIR**: **LESSEE** will be responsible for all maintenance and repairs of **LESSEE** installed interior improvements. **LESSEE** agrees to maintain the **PREMISES** in a clean and orderly condition at all times, and in accordance with safety and fire codes and other applicable federal and state laws and ordinances of the County of Mariposa. **LESSOR** shall notify **LESSEE** in writing of any necessary maintenance or repair of any structure placed on the

**PREMISES** by **LESSEE**. **LESSOR** shall maintain and repair all structures and utilities, including but not limited to heat, air conditioning, water, and sewer. Failure to repair and maintain the **PREMISES** shall be a breach of this Lease Agreement and **LESSEE** may at its option terminate this Lease Agreement.

11. **RIGHT OF RE-ENTRY OF LESSOR:** It is expressly agreed that in the event **LESSEE** creates or causes any breach of this Lease Agreement, **LESSOR** shall have the right and option to re-enter said **PREMISES**, take possession thereof, and remove all persons as provided by law.

12. **SURRENDER OF POSSESSION:** At the expiration of this Lease Agreement, **LESSEE** promises and agrees to deliver unto **LESSOR** the **PREMISES** in as good condition as at the date of execution of this Agreement, reasonable wear and tear accepted.

13. **INDEMNITY:** **LESSEE** agrees to indemnify, protect, defend and hold **LESSOR** and its officers, agents and employees, free and harmless from any and all liabilities, claims, demands, actions, losses, damages and costs of any kind, including but not limited to, all costs of defense thereof, caused by or arising out of **LESSEE'S** use or the use of any guests, invitees or agents of **LESSEE** of the **PREMISES**. Upon demand **LESSEE** shall, at its own expense, defend **LESSOR**, and its officers, agents and employees, against any and all such liabilities, claims, demands, actions, losses, damages, and costs of any type or nature arising from the sole negligence of **LESSEE**. **LESSOR** shall indemnify, protect, defend, and hold **LESSEE** and its officers, agents, and employees free and harmless from any and all liabilities, claims, demands, actions, losses, damages and costs of any kind, including but not limited to, all costs of defense thereof, caused by or arising out of, or in any way related to **LESSOR'S** obligations to maintain and repair the **PREMISES**, or any negligence of **LESSOR**, or any structural or other defects of the **PREMISES**.

14. **INSURANCE:** **LESSEE** will provide insurance coverage as of the

commencement of this Lease and during any right of occupancy of the **PREMISES** and shall maintain coverage in full force and in effect until the

a. **General Liability Insurance**: **LESSEE** shall obtain and keep in full force and effect general liability coverage of at least One Million Dollars ($1,000,000) combined limit for bodily injury and property damage. **LESSEE** shall name **LESSOR** as additionally insured with regard to the **PREMISES.**

15. **CHANGE OF ADDRESS:** It shall be **LESSOR'S** responsibility to inform **LESSEE** of any change of address.

16. **INSPECTION: LESSOR** shall be permitted to enter and view the **PREMISES** at any reasonable time for the purpose of inspecting or maintaining such **PREMISES** and doing any and all things with reference thereto which the **LESSOR** is obligated to do.

17. **TERMINATION PRIOR TO EXPIRATION:**

a. **LESSOR** shall have the right to terminate this Lease Agreement on the occurrence of any of the following events:
    i. The failure of **LESSEE** to perform or observe any of the terms, covenants and conditions which it is obligated to perform, keep or observe under this Lease Agreement.
    ii. The abandonment of the **PREMISES**. Should this occur **LESSOR** shall not be responsible for the custodial protection of **LESSEE'S** abandoned property, fixtures or equipment.

b. **LESSEE** and **LESSOR** shall have the right to terminate this Lease Agreement upon ninety (90) days written notice.

c. It is mutually agreed that if **LESSEE**, during any fiscal year covered by this Lease Agreement fails to appropriate sufficient funds to continue this Lease Agreement, this Lease Agreement shall be of no further force and effect. California State Constitution Article XVI section 18.

18. **BREACH:** In the event of breach of this Lease Agreement by **LESSEE**, **LESSOR** shall be entitled to all rights and remedies provided by law in addition to the specific remedies mentioned herein.

19. **PARTNERSHIP DISCLAIMER:** It is mutually understood and agreed that nothing in this Lease Agreement is intended to or shall be construed as in any way creating or establishing the relationship of partners between the parties hereto, or as constituting **LESSEE** as an agent or representative of the **LESSOR** for any purpose or in any manner whatsoever.

20. **NOTICES:** Any notice to **LESSEE** shall be sufficient if sent by certified mail, postage prepaid, addressed to County Administrative Officer, County of Mariposa, P.O. Box 784, Mariposa, CA 95338. Any notice to **LESSOR** shall be sufficient if sent by certified mail, postage prepaid, addressed to:
Classic Property Management
P.O. Box 2068
Mariposa, CA 95338

21. **NON-WAIVER:** Any waiver of breach of any covenants or conditions herein contained to be kept and performed by either party shall be effective only if in writing and shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the other party from declaring a forfeiture or exercising its rights for any succeeding breach of either the same or other condition or covenant.

22. **SUCCESSOR:** This Lease Agreement shall be binding upon and inure to the benefit of all the heirs, successors and assigns of the parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Lease Agreement to be executed the day and year first above written.

**LESSOR:**

DocuSigned by:
04810B9B30494EA...

**DIANNE SPEAR HOOTON**
Owner

**LESSEE:** Mariposa County

DocuSigned by:
Miles S Menetrey
B43EC70C19BE446...

**MILES MENETREY**
Board of Supervisors Chair

**APPROVED AS TO FORM:**

DocuSigned by:
Steve Dahlem
F6A416F06B394BF...

**STEVEN W. DAHLEM**
County Counsel

DocuSign

## Certificate Of Completion

Envelope Id: 20066D5C9CB048208F52D0E0B0FE9BBF
Status: Completed
Subject: Complete with DocuSign: Admin - Spear Hooton agmt routing sheet.pdf
Source Envelope:
Document Pages: 8
Signatures: 3
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Mariposa Clerk of the Board
5100 Bullion St FL 2
Mariposa, CA 95338
Clerk-bos@mariposacounty.org
IP Address: 64.118.100.36

## Record Tracking

Status: Original
3/14/2023 4:08:22 PM
Holder: Mariposa Clerk of the Board
Clerk-bos@mariposacounty.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: County of Mariposa
Location: DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Steve Dahlem<br>sdahlem@mariposacounty.org<br>Security Level: Email, Account Authentication (None) | DocuSigned by:<br>Steve Dahlem<br>F6A416F06B394BF... | Sent: 3/14/2023 4:12:22 PM<br>Viewed: 3/14/2023 5:02:13 PM<br>Signed: 3/14/2023 5:04:42 PM |
| | Signature Adoption: Pre-selected Style<br>Using IP Address: 64.118.100.36 | |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 12/28/2022 3:42:40 PM<br>ID: 168bcdc6-bde7-4f01-885a-c1872fec5bc7 | | |
| Miles S Menetrey<br>mmenetrey@mariposacounty.org<br>Mariposa County Board Chair<br>Security Level: Email, Account Authentication (None) | DocuSigned by:<br>Miles S Menetrey<br>B43EC70C19BE446... | Sent: 3/14/2023 5:04:43 PM<br>Viewed: 3/14/2023 5:12:13 PM<br>Signed: 3/14/2023 5:12:38 PM |
| | Signature Adoption: Pre-selected Style<br>Using IP Address: 76.9.71.5<br>Signed using mobile | |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 2/16/2023 5:48:07 PM<br>ID: 190c885b-38bf-47d2-91f4-909adbc5aa30 | | |
| Diane Spear-Hooten<br>spearhooton@yahoo.com<br>Security Level: Email, Account Authentication (None) | DocuSigned by:<br>04810B9B30494EA... | Sent: 3/14/2023 5:12:40 PM<br>Resent: 3/15/2023 8:25:24 AM<br>Resent: 3/15/2023 8:25:35 AM<br>Viewed: 3/17/2023 8:27:53 PM<br>Signed: 3/17/2023 8:28:36 PM |
| | Signature Adoption: Drawn on Device<br>Using IP Address: 107.127.14.76<br>Signed using mobile | |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 3/17/2023 8:27:53 PM<br>ID: 1639f71f-ce70-404e-b196-1465ec3c4f1a | | |
| Lynn Mattos<br>lmattos@mariposacounty.org<br>Security Level: Email, Account Authentication (None) | DS<br>LM | Sent: 3/17/2023 8:28:37 PM<br>Viewed: 3/20/2023 6:55:58 AM<br>Signed: 3/20/2023 6:56:16 AM |
| | Signature Adoption: Pre-selected Style<br>Using IP Address: 64.118.100.36 | |
| **Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | | |

| In Person Signer Events | Signature | Timestamp |
|---|---|---|
| **Editor Delivery Events** | **Status** | **Timestamp** |
| **Agent Delivery Events** | **Status** | **Timestamp** |
| **Intermediary Delivery Events** | **Status** | **Timestamp** |
| **Certified Delivery Events** | **Status** | **Timestamp** |
| **Carbon Copy Events** | **Status** | **Timestamp** |
| **Witness Events** | **Signature** | **Timestamp** |
| **Notary Events** | **Signature** | **Timestamp** |
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| Completed | Security Checked | 3/20/2023 6:56:16 AM |
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ii. send us an email to jbond@mariposacounty.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

**Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Mariposa as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Mariposa during the course of your relationship with County of Mariposa.

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# AGREEMENT ROUTING SHEET

**To:** *Tracy Gauthier or Katherine Slenders* **Dept.:** *Clerk of the Board* **Date:** 03-14-2023

**From:** Lynn Mattos/Dallin Kimble **Agreement with:** Dianne Spear-Hooton

## Section 1: TYPE OF PROCESSING REQUESTED: *(Complete all Section 1 fields.)*

**1) Is this a digital signature request?** **Yes** ☒ **No** ☐ *(If No, please provide two original copies signed by the vendor.)*

**2) Is this the standard County Agreement Form?** **Yes** ☒ **No** ☐ *If No, please answer the following question:*

**a. Has this non-standard agreement been vetted by County Counsel? Yes** ☐ **No** ☐
(If Yes, provide approval to COB via email. If No, see the instructions below.
**Non-standard agreements will NOT be processed without County Counsel's approval.**)

**3) Is the Certificate of Insurance attached?** **Yes** ☐ **No** ☒ *If No, **DO NOT** submit until COI is received and attached.*
Insurance certificate not required, County is the lessee)

## Section 2: VENDOR AND AGREEMENT TYPE *(Complete all Section 2 fields.)*

**Vendor Signator & Title:** Dianne Spear-Hooton, Owner
***(Name of person signing the agreement and their title)***

**Vendor Email:** spearhooton@yahoo.com
***(Email of signee)***

**For:** County (HR/IT) Lease of the 11th Street Building
*(Provide a brief description of the service provided or product purchased, i.e. "Police service dog training," "Annual Senior Health Fair," etc.)*

**Term:** 03/14/2023 to 03/31/2026
*(Enter beginning "to" end. 3 years or less for DH or CAO agreements.)*

**Is this an Amendment to an Agreement? Yes** ☐ **No** ☒
(If Yes, attach copies of all prior amendments, *AS WELL AS THE INITIAL AGREEMENT*.)
**Total amendments cannot extend the term beyond five years.**

**Is this an Agreement for goods, supplies, or services? Yes** ☐ **No** ☒
(If Yes, attach copies of the required competitive solicitations per the Purchasing Policy.)
***<$3,000*** – No solicitation required; ***$3,000-$9,999*** – Informal solicitation, two quotes; ***$10,000-$60,000 -*** Informal solicitation, three or more quotes
**DO NOT** submit the agreement without the solicitations attached if required.

## Section 3: PURCHASING AUTHORIZATION *(Complete the appropriate Section 3 field.)*

☒ **BOARD ACTION** M/Traq ID # or Res No.: ratification Scheduled Date: will schedule

☐ **PURCHASING CODE (CAO or Department Heads - County Code Chapter 3.08):**

☐ $_____ **DEPARTMENT HEADS, <= $20,000 (**MCC Section 3.08.050):
***(May not purchase or lease real property or storage space without the Purchasing Agent's approval.)***

☐ $_____ **CAO as Purchasing Agent, <= $60,000** (MCC Section 3.08.090):
*(Amount limited to what is budgeted.)*

☐ **INDEMNIFICATION AGREEMENTS (Res. 05-117 and 04-346)** $_____

*The below fall under the Signature Authority Policy and/or the Purchasing Policy*

☐ **INTERDEPARTMENTAL AGREEMENTS** $ _____

☐ **MEMORANDUM OF UNDERSTANDING (MOU)** *No Cost* $ _____

☐ **CODE COMPLIANCE AGREEMENT** $ _____

☐ **SOFTWARE AS A SERVICE or OTHER SUBSCRIPTIONS or LICENSES** $ _____

***See next page for submitting instructions**



DS LM

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# LEASE AGREEMENT

**THIS LEASE AGREEMENT** is made and entered into in the **County of Mariposa**, State of California, as of March 14, 2023, by and between **DIANNE SPEAR HOOTON**, hereinafter referred to as **LESSOR**, and the **COUNTY OF MARIPOSA**, hereinafter referred to as **LESSEE**.

## WITNESSETH

**WHEREAS**, **LESSOR** owns real property located in the County of Mariposa commonly known as 4988 11th Street and 4988 11th Street Suite B in Mariposa, California; and

**WHEREAS**, the parties wish to provide for the leasing of the entirety of said property by the **LESSOR** to the **LESSEE**;

**FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER CONTAINED, IT IS AGREED AS FOLLOWS**:

1. **PREMISES:** The leased **PREMISES** is the real property located in the County of Mariposa commonly known as 4988 11th Street and 4988 11th Street Suite B in Mariposa, California.

2. **TERM: LESSOR** agrees to lease the real property described above for a term of thirty-six (36) months commencing on April 1, 2023, and terminating on or before March 31, 2026. This lease is renewable thereafter as mutually agreed by **LESSOR** and **LESSEE**.

3. **CONSIDERATION:** For and in consideration of Four Thousand Eight Hundred

dollars ($4,800.00) per month, mailed to Classic Property Management, P.O. Box 2068, Mariposa, CA 95338. On January 1 of each year after 2023, the consideration shall be increased by an amount equal to two and one half percent (2.5%). **LESSEE** shall be responsible for all utilities in addition to this consideration.

4. **ENTIRE AGREEMENT:** This Lease Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Lease Agreement and any exhibit, the terms of this Lease Agreement shall control.

5. **USE:** The **PREMISES** which are the subject of this Lease Agreement shall be used as office space for human resources, technical services, or similar administrative office uses. **LESSEE** hereby warrants that it will be used as such. Nothing in this Lease Agreement shall be interpreted as a prohibition against subleasing a portion of the **PREMISES** to other government entities for administrative office uses.

6. **COMPLIANCE WITH LAW:** **LESSEE** shall comply with all laws, ordinances, rules, regulations and requirement of county, state and federal government, or of any department, bureau or official thereof having jurisdiction.

7. **INSPECTION BY CERTIFIED ACCESS SPECIALIST:** As required by California Civil Code section 1938, **LESSOR** represents that premises have undergone inspection by a Certified Access Specialist (CASp).

   A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial

property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

8. **ASSIGNMENT:** Except as expressly provided herein, **LESSEE** shall not assign this Lease nor any right hereunder, nor sublet the **PREMISES**, nor any part thereof, or suffer any other person to occupy the said **PREMISES** or any portion thereof without prior written consent of **LESSOR**, which consent shall not be unreasonably withheld. **LESSEE** shall provide **LESSOR** with a copy of any agreements related to assignment, subletting or occupation of **PREMISES.** Any such assignment, subletting or occupation by any other person without such consent shall be void, and shall at the option of **LESSOR** terminate this Lease. This provision does not prohibit **LESSEE** from renting or allowing other parties to utilize the **PREMISES** for permitted functions and events.

9. **IMPROVEMENTS, CONSTRUCTION, ALTERATION, REMOVAL: LESSEE** may maintain on the **PREMISES** improvements as necessary to facilitate the use of the **PREMISES**. Any such structure and/or alteration shall remain the sole and separate property of **LESSEE** and at the termination of this Lease Agreement shall be removed at the **LESSEE'S** expense within a reasonable time or disposed of as otherwise mutually agreed by **LESSEE** and **LESSOR**.

10. **MAINTENANCE AND REPAIR**: **LESSEE** will be responsible for all maintenance and repairs of **LESSEE** installed interior improvements. **LESSEE** agrees to maintain the **PREMISES** in a clean and orderly condition at all times, and in accordance with safety and fire codes and other applicable federal and state laws and ordinances of the County of Mariposa. **LESSOR** shall notify **LESSEE** in writing of any necessary maintenance or repair of any structure placed on the

**PREMISES** by **LESSEE**. **LESSOR** shall maintain and repair all structures and utilities, including but not limited to heat, air conditioning, water, and sewer. Failure to repair and maintain the **PREMISES** shall be a breach of this Lease Agreement and **LESSEE** may at its option terminate this Lease Agreement.

11. **RIGHT OF RE-ENTRY OF LESSOR:** It is expressly agreed that in the event **LESSEE** creates or causes any breach of this Lease Agreement, **LESSOR** shall have the right and option to re-enter said **PREMISES**, take possession thereof, and remove all persons as provided by law.

12. **SURRENDER OF POSSESSION:** At the expiration of this Lease Agreement, **LESSEE** promises and agrees to deliver unto **LESSOR** the **PREMISES** in as good condition as at the date of execution of this Agreement, reasonable wear and tear accepted.

13. **INDEMNITY:** **LESSEE** agrees to indemnify, protect, defend and hold **LESSOR** and its officers, agents and employees, free and harmless from any and all liabilities, claims, demands, actions, losses, damages and costs of any kind, including but not limited to, all costs of defense thereof, caused by or arising out of **LESSEE'S** use or the use of any guests, invitees or agents of **LESSEE** of the **PREMISES**. Upon demand **LESSEE** shall, at its own expense, defend **LESSOR**, and its officers, agents and employees, against any and all such liabilities, claims, demands, actions, losses, damages, and costs of any type or nature arising from the sole negligence of **LESSEE**. **LESSOR** shall indemnify, protect, defend, and hold **LESSEE** and its officers, agents, and employees free and harmless from any and all liabilities, claims, demands, actions, losses, damages and costs of any kind, including but not limited to, all costs of defense thereof, caused by or arising out of, or in any way related to **LESSOR'S** obligations to maintain and repair the **PREMISES**, or any negligence of **LESSOR**, or any structural or other defects of the **PREMISES**.

14. **INSURANCE:** **LESSEE** will provide insurance coverage as of the

commencement of this Lease and during any right of occupancy of the **PREMISES** and shall maintain coverage in full force and in effect until the

a. **General Liability Insurance**: **LESSEE** shall obtain and keep in full force and effect general liability coverage of at least One Million Dollars ($1,000,000) combined limit for bodily injury and property damage. **LESSEE** shall name **LESSOR** as additionally insured with regard to the **PREMISES.**

15. **CHANGE OF ADDRESS:** It shall be **LESSOR'S** responsibility to inform **LESSEE** of any change of address.

16. **INSPECTION: LESSOR** shall be permitted to enter and view the **PREMISES** at any reasonable time for the purpose of inspecting or maintaining such **PREMISES** and doing any and all things with reference thereto which the **LESSOR** is obligated to do.

17. **TERMINATION PRIOR TO EXPIRATION:**

a. **LESSOR** shall have the right to terminate this Lease Agreement on the occurrence of any of the following events:
    i. The failure of **LESSEE** to perform or observe any of the terms, covenants and conditions which it is obligated to perform, keep or observe under this Lease Agreement.
    ii. The abandonment of the **PREMISES**. Should this occur **LESSOR** shall not be responsible for the custodial protection of **LESSEE'S** abandoned property, fixtures or equipment.

b. **LESSEE** and **LESSOR** shall have the right to terminate this Lease Agreement upon ninety (90) days written notice.

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c. It is mutually agreed that if **LESSEE**, during any fiscal year covered by this Lease Agreement fails to appropriate sufficient funds to continue this Lease Agreement, this Lease Agreement shall be of no further force and effect. California State Constitution Article XVI section 18.

18. **BREACH:** In the event of breach of this Lease Agreement by **LESSEE**, **LESSOR** shall be entitled to all rights and remedies provided by law in addition to the specific remedies mentioned herein.

19. **PARTNERSHIP DISCLAIMER:** It is mutually understood and agreed that nothing in this Lease Agreement is intended to or shall be construed as in any way creating or establishing the relationship of partners between the parties hereto, or as constituting **LESSEE** as an agent or representative of the **LESSOR** for any purpose or in any manner whatsoever.

20. **NOTICES:** Any notice to **LESSEE** shall be sufficient if sent by certified mail, postage prepaid, addressed to County Administrative Officer, County of Mariposa, P.O. Box 784, Mariposa, CA 95338. Any notice to **LESSOR** shall be sufficient if sent by certified mail, postage prepaid, addressed to:
Classic Property Management
P.O. Box 2068
Mariposa, CA 95338

21. **NON-WAIVER:** Any waiver of breach of any covenants or conditions herein contained to be kept and performed by either party shall be effective only if in writing and shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the other party from declaring a forfeiture or exercising its rights for any succeeding breach of either the same or other condition or covenant.

22. **SUCCESSOR:** This Lease Agreement shall be binding upon and inure to the benefit of all the heirs, successors and assigns of the parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Lease Agreement to be executed the day and year first above written.

**LESSOR:**

DocuSigned by:
04810B9B30494EA...

**DIANNE SPEAR HOOTON**
Owner

**LESSEE:** Mariposa County

DocuSigned by:
Miles S Menetrey
B43EC70C19BE446...

**MILES MENETREY**
Board of Supervisors Chair

**APPROVED AS TO FORM:**

DocuSigned by:
Steve Dahlem
F6A416F06B394BF...

**STEVEN W. DAHLEM**
County Counsel

DocuSign

## Certificate Of Completion

Envelope Id: 20066D5C9CB048208F52D0E0B0FE9BBF
Status: Completed
Subject: Complete with DocuSign: Admin - Spear Hooton agmt routing sheet.pdf
Source Envelope:
Document Pages: 8
Signatures: 3
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Mariposa Clerk of the Board
5100 Bullion St FL 2
Mariposa, CA 95338
Clerk-bos@mariposacounty.org
IP Address: 64.118.100.36

## Record Tracking

Status: Original
3/14/2023 4:08:22 PM
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Clerk-bos@mariposacounty.org
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Pool: StateLocal

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Pool: County of Mariposa
Location: DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Steve Dahlem<br>sdahlem@mariposacounty.org<br>Security Level: Email, Account Authentication (None) | DocuSigned by:<br>Steve Dahlem<br>F6A416F06B394BF...<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 64.118.100.36 | Sent: 3/14/2023 4:12:22 PM<br>Viewed: 3/14/2023 5:02:13 PM<br>Signed: 3/14/2023 5:04:42 PM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 12/28/2022 3:42:40 PM<br>ID: 168bcdc6-bde7-4f01-885a-c1872fec5bc7 | | |
| Miles S Menetrey<br>mmenetrey@mariposacounty.org<br>Mariposa County Board Chair<br>Security Level: Email, Account Authentication (None) | DocuSigned by:<br>Miles S Menetrey<br>B43EC70C19BE446...<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 76.9.71.5<br>Signed using mobile | Sent: 3/14/2023 5:04:43 PM<br>Viewed: 3/14/2023 5:12:13 PM<br>Signed: 3/14/2023 5:12:38 PM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 2/16/2023 5:48:07 PM<br>ID: 190c885b-38bf-47d2-91f4-909adbc5aa30 | | |
| Diane Spear-Hooten<br>spearhooton@yahoo.com<br>Security Level: Email, Account Authentication (None) | DocuSigned by:<br>04810B9B30494EA...<br>Signature Adoption: Drawn on Device<br>Using IP Address: 107.127.14.76<br>Signed using mobile | Sent: 3/14/2023 5:12:40 PM<br>Resent: 3/15/2023 8:25:24 AM<br>Resent: 3/15/2023 8:25:35 AM<br>Viewed: 3/17/2023 8:27:53 PM<br>Signed: 3/17/2023 8:28:36 PM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 3/17/2023 8:27:53 PM<br>ID: 1639f71f-ce70-404e-b196-1465ec3c4f1a | | |
| Lynn Mattos<br>lmattos@mariposacounty.org<br>Security Level: Email, Account Authentication (None) | DS<br>LM<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 64.118.100.36 | Sent: 3/17/2023 8:28:37 PM<br>Viewed: 3/20/2023 6:55:58 AM<br>Signed: 3/20/2023 6:56:16 AM |
| **Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | | |

| In Person Signer Events | Signature | Timestamp |
|---|---|---|
| **Editor Delivery Events** | **Status** | **Timestamp** |
| **Agent Delivery Events** | **Status** | **Timestamp** |
| **Intermediary Delivery Events** | **Status** | **Timestamp** |
| **Certified Delivery Events** | **Status** | **Timestamp** |
| **Carbon Copy Events** | **Status** | **Timestamp** |
| **Witness Events** | **Signature** | **Timestamp** |
| **Notary Events** | **Signature** | **Timestamp** |

| Envelope Summary Events | Status | Timestamps |
|---|---|---|
| Envelope Sent | Hashed/Encrypted | 3/14/2023 4:12:22 PM |
| Envelope Updated | Security Checked | 3/15/2023 8:25:23 AM |
| Certified Delivered | Security Checked | 3/20/2023 6:55:58 AM |
| Signing Complete | Security Checked | 3/20/2023 6:56:16 AM |
| Completed | Security Checked | 3/20/2023 6:56:16 AM |

| Payment Events | Status | Timestamps |
|---|---|---|
| **Electronic Record and Signature Disclosure** | | |

# ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Mariposa (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

## Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

## Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

## Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

## All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact County of Mariposa:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jbond@mariposacounty.org

**To advise County of Mariposa of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jbond@mariposacounty.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from County of Mariposa**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jbond@mariposacounty.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with County of Mariposa**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jbond@mariposacounty.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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# MARIPOSA COUNTY

Board of Supervisors

**Information Item**

MEETING: August 1, 2023

TO: The Board of Supervisors

FROM: Jeffrey Witthun, Director of Child Support Services

RE: Proclaim August 2023, as "Child Support Awareness Month"

---

**RECOMMENDATION AND JUSTIFICATION**

Proclaim August 2023, as "Child Support Awareness Month"

August is "Child Support Awareness Month" in the State of California. Merced-Mariposa Regional Department of Child Support Services wants to use this opportunity to thank every adult who, despite the unknowns, the challenges, and the learning moments, continues to dedicate themselves to encouraging a child's growth, success and happiness; and, inform the public about the availability and benefits of child support services, which include programs and services that are low cost or free and available to any party to a child support order, regardless of participation in public assistance benefits. The child support program ensures both parents support their children by enforcing financial and medical support orders and collecting funds from the parent out of the home. The program is strongly committed to promoting the health and well-being of all children by encouraging both parents to provide emotional and financial support to their children and that the financial support is provided on a regular and timely basis. Families rely upon regular and consistent child support to be self-sufficient. As a poverty prevention program, the child support program can help families achieve or maintain self-sufficiency. The child support program is open to all and will continue to provide services in today's world, working with parents to enhance the well-being of their children.

**BACKGROUND AND HISTORY OF BOARD ACTIONS**

The Board has recognized Child Support Awareness Month for the past 22 years.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION**

Miss the opportunity to acknowledge the individuals who dedicate themselves to the well-being of our communities' children.

**FINANCIAL IMPACT**

No impact.

**ATTACHMENTS**

1. **Child support awareness month Proclamation**

*The Mariposa County Board of Supervisors*

*Proclaims the*

# Month of August, 2023

*as*

# "CHILD SUPPORT AWARENESS MONTH"

**WHEREAS** Children become healthy, productive, and well-adjusted adults through the support and nurturing of their families; and

**WHEREAS** Mariposa County Child Department of Child Support Services (DCSS) is strongly committed to promoting the health and well-being of all children by establishing parentage, ensuring parents pay child support on a regular and timely basis, and encouraging all parents to have a loving and supportive relationship with their children; and

**WHEREAS** Mariposa County DCSS provides an opportunity for both parents to be a positive force in the lives of their children. In 2022, Mariposa County DCSS had a caseload of 623 child support cases and a similar number of active families and children to serve within those cases; and

**WHEREAS** Mariposa County benefited last year from over $1.1 million dollars in child support collected with 94.5% of that money going directly to the children and families served by Mariposa County DCSS; and

**WHEREAS** Child Support Awareness Month celebrates the nationally recognized poverty prevention program that focuses on working with both parents to provide better outcomes for their children; and

**WHEREAS**, increasing public awareness of this issue through education and outreach will reinforce the importance for all parents to take responsibility for the financial, emotional, and physical support of their children.

**NOW, THEREFORE, BE IT KNOWN** that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, hereby proclaims the month of August 2023 as "**CHILD SUPPORT AWARENESS MONTH**" in Mariposa County.

**PASSED AND ADOPTED** by the Mariposa County Board of Supervisors this 1st day of August 2023, by unanimous vote.

ROSEMARIE SMALLCOMBE, District I Supervisor

WAYNE FORSYTHE, District IV Supervisor

SHANNON POE, District II Supervisor

MILES MENETREY, District V Supervisor

DANETTE TOSO, District III Supervisor

# MARIPOSA COUNTY

Board of Supervisors

**Agenda Item – No Resolution Requested**

MEETING: August 1, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Approve the Minutes of June 6th, June 13th, June 20th, 2023

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**RECOMMENDATION AND JUSTIFICATION**

Approve the Minutes of June 6th, June 13th, June 20th, 2023.

**BACKGROUND AND HISTORY OF BOARD ACTIONS**

The Board routinely approves their minutes.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION**

Do not approve the minutes and they will remain in draft status.

**FINANCIAL IMPACT**

none.

**ATTACHMENTS**

1. **CA06062023 - DRAFT**
2. **CA06132023 - DRAFT**
3. **CA06202023 - DRAFT**

# Mariposa County

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|---|---|
| **MILES MENETREY, CHAIR** | **DISTRICT V** |
| **WAYNE FORSYTHE, VICE-CHAIR** | **DISTRICT IV** |
| **ROSEMARIE SMALLCOMBE** | **DISTRICT I** |
| **SHANNON POE** | **DISTRICT II** |
| **DANETTE TOSO** | **DISTRICT III** |

# BOARD OF SUPERVISORS
# ACTION SUMMARY MINUTES
## JUNE 6, 2023

DRAFT

## A. 9:00 AM Called to Order

Chair Menetrey called the meeting to order at 9:00 AM.

| Attendee Name | Title | Status | Arrived |
|---|---|---|---|
| Rosemarie Smallcombe | District I Supervisor | Present | 9:00 AM |
| Shannon Poe | District II Supervisor | Present | 9:00 AM |
| Danette Toso | District III Supervisor | Present | 9:00 AM |
| Wayne Forsythe, Vice-Chair | District IV Supervisor | Present | 9:00 AM |
| Miles Menetrey, Chair | District V Supervisor | Present | 9:00 AM |

## B. Pledge of Allegiance

Chair Menetrey led the pledge.

## C. Introductions

Kari Kisela/Mariposa Chamber introduced their summer intern, Summer Moore.

## D. Approval of Consent Agenda (Items designated by "CA")

Chair Menetrey noted CA. 14 was withdrawn and CA. 34 requires a 4/5th vote.

Public comment was received by Jeanetta Phillips/Chair of the Historic Sites and Records Preservation Committee (HSRPC), who asked the Board to pull CA. 28. She noted HSRPC is going through changes and wanted to ensure all who wanted to apply could.

Mike Brusa/Bear Valley commented on the local emergency resolutions on the consent agenda. He noted the

government should not have more power than the public as it has moral outcomes that are negative.

Heather Livingston/Mariposa Safe Families wanted to thank the Board for proclaiming flavored tobacco week and having middle school-aged youth speak. The children presented statistics and facts on flavored tobacco use among school-aged children.

Supervisor Smallcombe thanked the youth for speaking, noting she believes it is important that they as peers are paving the way for the future and thanked them for their work.

Supervisor Smallcombe asked CA. 28 be pulled for further discussion.

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| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District I Supervisor Rosemarie Smallcombe |
| **SECONDER:** | District IV Supervisor Wayne Forsythe |
| **AYES:** | District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe |

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services Agency**

Resolution Continuing the Local Health Emergency Due to the Oak Fire

CA3. **Sheriff's Department**

Resolution Continuing a Local Emergency Due to the Oak Fire

CA4. **Sheriff's Department**

Adopt a Resolution Continuing the Local Emergency Due to the 2022/2023 Meteorological "Atmospheric River" Event

CA5. **Sheriff's Department**

Adopt a Resolution Continuing a Local Emergency Due to Extreme Snowstorms in February and March of 2023

CA6. **Administration**

Rescind Resolution 96-247 and Approve a New policy Regarding Complaints Against Appointed Department Heads

CA7. **Administration**

Approve an Agreement with CAL FIRE for Training on Midpines-Lazy Oaks Property; and Authorize the Board of Supervisors Chair to Sign the Agreement

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CA8. **Administration**

Approve Agreement with Graviton Consulting Services for Managed Services Support for the Oracle Enterprise Resource Planning (ERP) System in an Amount Not to Exceed $201,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA9. **Auditor**

Adopt a Resolution Establishing Appropriation Limits for Fiscal Year 2022-23
Pursuant to Article XIII B of the California Constitution and Government Code Sections 7902 and 7910, Mariposa County is Required to Establish Revenue Appropriation Limits Each Fiscal Year

CA10. **Auditor**

Designate the Method by which Appropriation Limits are to be Computed for the Fiscal Year 2022-23 for each Jurisdiction as the Percentage Change in California Per Capita Personal Income in Conjunction with the Annual Percentage Change in the Population of Mariposa County

CA11. **Board of Supervisors**

Proclaim May 23 - June 3, 2023 as "Flavored Tobacco Education and Advocacy Week" (Board Chair)

CA12. **Clerk of the Board**

Receive Minutes of the Committees Established by the Mariposa County Board of Supervisors Pursuant to Resolution 22-115, Section 10.2

CA13. **Clerk of the Board**

Re-Appoint Olga Leonard to the Behavioral Health Board (BHB) with a Term Expiring June 6, 2026

CA15. **County Counsel**

Approve the Administrative Match Agreement Between Mariposa County and Area 12 Agency on Aging for In-Kind Legal Services in the Amount of $39,495 for Fiscal Year 2023/2024 for Such Purposes as the Older Americans Act and Older Californians Act; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA16. **County Counsel**

Approve a Lease Agreement with Mariposa Preschool Cooperative, a California Non-Profit Corporation, for Use of the Woodland Community Building for Fiscal Year 2022/2023; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA17. **Health and Human Services Agency**

Approve Agreement with Mariposa County Office of Education (MCOE) to Provide School-Based Mental Health Services in the Amount Not to Exceed $210,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

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CA18. **Health and Human Services Agency**

Proclaim June 2023, as Elder and Dependent Adult Abuse Awareness Month

CA19. **Health and Human Services Agency**

Accept the Resignations of Dayla Reagan-Buell and Christine Kleiman-Moore from the Mariposa County Commission on Aging, Effective Immediately

CA20. **Health and Human Services Agency**

Approve the Contract Renewal Proposal with Area 12 Agency on Aging for Services in Second Year (Fiscal Year 2023-2024) of Awarded Four-Year Area 12 Agency Grant (July 2022 through June 2026); and Authorize the Board of Supervisors Chair to Sign the Proposal

CA21. **Health and Human Services Agency**

Approve the California Mental Health Services Authority (CalMHSA) Participation Agreement to participate in the Medi-Cal Peer Support Specialist Certification; and authorize the Board of Supervisors Chair to sign the Agreement

CA22. **Health and Human Services Agency**

Approve First Amendment with Willow Glen Care Increasing the Amount by $250,000 for a New Amount Not to Exceed $400,000 for Inpatient Services; Authorize the Board of Supervisors Chair to Sign the Amendment

CA23. **Health and Human Services Agency**

Approve an Agreement with California State University, Stanislaus for Field Internship Program; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA24. **Health and Human Services Agency**

Approve First Amendment to Agreement with Drugtech Toxicology Services LLC for Drug and Alcohol Testing Services for Clients within Health and Human Services Agency, Establishing a total Amount Not to Exceed $7,500 and Extending the Term of the Agreement to June 30, 2023; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA25. **Health and Human Services Agency**

Approve First Amendment with Today Is A New Day Increasing the Amount by $35,000, for a New Amount Not to Exceed $170,000, for Residential Recovery Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA26. **Health and Human Services Agency**

Approve Budget Action Increasing Revenue and Transfer Out Lines Within the Health and Human Services Assistance Trust Budget and Increased Transfer Out Line in the 1991 Realignment Budget for Fiscal Year 2022-2023

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CA27. **Health and Human Services Agency**

Approve Second Amendment with CF Merced, LLC Increasing the Amount by $130,000, for a New Amount not to Exceed $330,000 for Psychiatric Hospitalizations; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA29. **Planning**

Adopt a Resolution to Amend the Bylaws for the Merced River Trail Community Working Group (CWG)

CA30. **Planning**

Approve the First Amendment with WRT, Inc. Increasing the Amount by $40,000, for a New Amount Not to Exceed $472,000, for Design and Permitting for the Mariposa Creek Parkway Phase III Hillside Recreation and Resiliency Project; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA31. **Planning**

Authorize the Planning Director to Conduct Negotiations, Sign and Submit all Documents, Including, But Not Limited to Agreements, Amendments, and Payment Requests, which may be Necessary for the Completion of the Grant Scope for the California Automated Permit Processing Program (CalAPP- for Automated Permitting of Small Residential Solar Projects), (Subject to Approval as to Legal form by County Counsel)

CA32. **Planning**

Appoint Magnum Godfrey and Jim Patton to the Coulterville Planning Advisory Committee with Terms Expiring February 28, 2025

CA33. **Planning**

Appoint Art Baggett as Planning Commissioner for District I for a Term Coinciding with the Term of the District I Supervisor, Rosemarie Smallcombe, Expiring January 4, 2027

CA34. **Public Works**

Approve Budget Action Transferring Funds from Probation AB109 Fund 3432 to Public Works Capital Improvement Fund 5501 ($67,135) (4/5ths Vote Required)

CA35. **Public Works**

Appoint Mike Guenther to the Water Agency Advisory Board as a Member Representing District II with a Term Expiring June 6, 2026

CA36. **Public Works**

Appoint Catherine Chase to the Parks and Recreation Commission as a Member Representing District III with a Term Expiring December 31, 2027; and Re-Appoint Stacy Dayoff Representing District I, Deni Smith Representing District IV, and Amber Chambers as an At-Large Member, to the Parks and

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Recreation Commission with Terms Expiring December 31, 2027

## E. Items removed from Consent Agenda

Chair Menetrey announced CA.14 had been withdrawn.

CA14. **Clerk of the Board**

Approval of Minutes of the Board of Supervisors Regular Meetings of March 21st, April 4th, May 2nd, May 9th, and May 16, 2023

**RESULT:** **WITHDRAWN**

CA28. **Planning**

Appoint Clay River to the Historic Sites and Records Preservation Commission as an At-Large Member and Appoint Jazzmyn Gegere as an At-Large Member Representing the American Indian Community of Mariposa County with Terms Expiring February 28, 2026

Jeanetta Phillips asked that it be pulled per county guidelines suggesting they have many walks of life. She noted the guidelines. She noted that as a committee they are looking into those guidelines and would like to discuss it further.

Steve Engfer/Planning Director noted the code references, that there should be representatives for certain listed groups. In terms of this set of applications, HSRPC has gone through a lot of changes, including having to cancel meetings due to a lack of quorum. In response to a question from Supervisor Poe, Mr. Engfer noted that the section states should, and that is why a representative from the Northern History Museum was not on the committee. Mr. Engfer, confirmed in response to Supervisor Forsythe that language is should, not shall, which have different meanings.

Supervisor Toso first thanked the HSRPC and applauded the individuals who turned in applications. Supervisor Smallcombe noted there was a way to increase the number of voting members. Mr. Engfer noted they have put in a work plan for this committee and this topic can be worked on.

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| **RESULT:** | **Adopted** |
| **MOVER:** | District IV Supervisor Wayne Forsythe |
| **SECONDER:** | District I Supervisor Rosemarie Smallcombe |
| **AYES:** | District V Supervisor Menetrey, District I Supervisor Smallcombe, District IV Supervisor Forsythe |
| **NAYS:** | District III Supervisor Toso, District II Supervisor Poe |

## F. Departmental Presentation

Dr. Eric Sergienko/County Health Officer noted twenty teams will be out in the field surveying census tracks for the Community Assessment for Public Health Emergency Response (CASPER). Dr. Sergienko noted it will be pushed out on all social media platforms and training will begin tomorrow. He announced once the CASPER was complete, the proclamation will be rescinded. In response to a question from Supervisor Smallcombe, he

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noted they are assessing physical and mental health impacts. In addition, he noted we are not the only county affected by wildfire, this assessment will be available to other communities. In response to Supervisor Smallcombe, Dr. Sergienko noted for our county to do this type of analysis and data collecting is unique and the team has been working for the last 4-5 months in the developing stage.

Joe Lynch/Health and Human Services Director announced that they would like to recognize that the State proclaimed June month as pride month, noting we have a community of differing views. The Health and Human Services Agency is dedicated to promoting unity and understanding. He noted there is discrimination in all forms. Mr. Lynch stated facts, noting 4.5% of our population identify as LGBTQ with 7% identified as 7%. He noted 86% of the youth noted harassment and bullying at school. He noted 2SLGBTQ+ have a greater risk of homelessness. In health and human services, access to care is critical and he announced HHSA will have a booth at the Pride Event.

Shannon Hansen/Public Works and Transportation Director noted Merced Falls Road funding is taking place. She announced they did the dig-out and would be coming back in July to do the slurry overlay. Ms. Hansen gave an update on Parks and Recreation, noting swim lessons will be delayed as they currently have 3 lifeguards and all three need to be certified. She also announced they have 12 lifeguards on standby for certification once the pool is up and running. She also announced the kick-off of the Downtown revitalization project and also the Mariposa Public Utility District (MPUD) infrastructure repairs. She noted that the contractors move through, it would be one street at a time. She acknowledged Elizabeth Darcy/Public Information Officer for all her hard work in getting the information out to the public. Ms. Hansen also noted GIS is working on mapping for parking and also noted the contractor hopes to be complete by Labor Day weekend it, however, the infrastructure is from 1948, so issues could arise, pushing that date. She noted that public engagement was taking place. Ms. Hansen announced that the Darrah Road Bridge project is complete and the bridge is now open. She also announced a free tire disposal event that will take place in Don Pedro from 9:00 AM to 1:00 PM on June 9th and then in Mariposa on June 16th and 17th.

## G. Public Comment on Non-Agenda Items

Codie Hart/Resident noted he is hear on behalf of his eldest grandson who asked he speak on his behalf. Mr. Hart began with recognizing Lilly McLane who was a strong young woman who knew what she wanted. She spent her days doing normal things and was an independent spirit. Mr. Hart noted she was a lesbian and was proud of it and took pride in who she was.

Adam McLane/Resident also spoke about his daughter Lilly, noting on May 9th his daughter took the day off to take a hike at her favorite place, Diablo State Park. He noted she was going to take pictures of wildflowers. However, she never made it as somewhere between her house and the park, she had a massive brain hemorrhage that took her life. Mr. McLane wanted to tell the Board about his daughter, how, at 14 years old, she pulled her very Christian parents aside to let them know she was transgender and wanted to be known as Lilly. He noted they told her they loved her and noted how, for the next two years, they witnessed tremendous strength and bravery. He discussed how she sang in a women's choir and people would snicker, or how Lilly would stand up to people who would not acknowledge that she wanted to be known as Lilly. He asked the public to please set up the medical ID information in their phones as that was how the trauma center found their numbers and contacted them about their daughter's accident. Mr. McLane noted she was an organ donor and 3 recipients received organs from her.

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Alex Vance/Resident thanked Adam for bringing Lilly into the room. They then noted they were there to represent Mariposa Pride and extended an invitation to the Board to join the pride celebration, noting the Board's presence and support would make a difference and a stronger community. The Board was presented with a packet of information that contained flyers for the pride event, pride stickers, the pride flag, and a book.

Jeanne-Anne Pine/Resident noted several weeks back the Board had mentioned FEMA being available. She noted she went, the process was wonderful.

Mike Brusa noted some information on the state and federal deficits. He noted the state budget when he was in high school. He brought up the intention of the founders, which was to not allow direct taxation. He also discussed the Civil War noting that was when the first income tax was placed, removed, and then returned in 1913. He discussed the communist manifesto, progressive income tax, and the Republican party of 1860.

1. **Clerk of the Board**

   Handouts for the June 6th, 2023 Public Comment on Non-Agenda Portion of the Agenda

### Recess Board of Supervisors

**10:15 AM** Chair Menetrey recessed the Board of Supervisors while the Clerk of the Board read the Government Code Announcement.

## H. VEHICLE PARKING DISTRICT NO. 1 OF MARIPOSA COUNTY

**10:15 AM** Chair Forsythe called to order the meeting of the Vehicle Parking District.

### Public Comment Period

None.

### Parking District Regular Agenda

1. **County Counsel**

   Approve a Lease Agreement Within the Parking District Commencing on July 1, 2023 and Terminating on June 30, 2025; and Authorize the Parking District Chair to Sign the Agreement

Steve Dahlem/County Counsel gave the staff report.

Public comment was received by Johnathan Noel/Community member who asked if this was the lot behind Grizzly Gas. If so, will the owners and/or public works do maintenance since it's torn up?
Charles Phillips/Resident/Sierra Gallery asked about the accessible parking, noting the one that was provided is now gone. He requested that another handicap-accessible space is put in. Shannon Hansen noted the County is responsible for the maintenance and potholes.

In response to a request by Supervisor Smallcombe, Director Hansen noted the County is working with an ADA



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coordinator for a transitional plan, hoping it's done in the next 60 days.

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| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District I Supervisor Rosemarie Smallcombe |
| **SECONDER:** | District III Supervisor Danette Toso |
| **AYES:** | District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe |

## Adjourn Parking District

**10:22 PM** Chair Forsythe adjourned the VPD meeting.

# I. YOSEMITE WEST MAINTENANCE DISTRICT

**10:22 AM** 2022 Chair Smallcombe called the meeting to order.

## Public Comment Period

None.

## Yosemite West Maintenance District Regular Agenda

1. **Clerk of the Board**

Selection of a Director to Act as the Yosemite West Maintenance District Board Chair for 2023

County Counsel asked that since the governing Board is the Board of Supervisors, the officers coincide with the Board of Supervisors. No public comment.

Supervisor Forsythe nominated Miles as Chair.

***ACTION: Miles Menetrey was selected as the 2023 Yosemite West Maintenance District Board Chair.***

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| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District IV Supervisor Wayne Forsythe |
| **SECONDER:** | District II Supervisor Shannon Poe |
| **AYES:** | District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe |

2. **Clerk of the Board**

Selection of a Director to Act as the Yosemite West Maintenance District Board Vice-Chair for 2023

Newly elected Chair Menetrey opened the item. No public comment.

***ACTION: Wayne Forsythe was selected as the 2023 Yosemite West Maintenance District Board Vice-Chair.***

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| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District I Supervisor Rosemarie Smallcombe |
| **SECONDER:** | District III Supervisor Danette Toso |
| **AYES:** | District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe |

3. **Public Works**

Approve an Agreement with George Reed for Yosemite West Emergency Access Road Repairs; Authorize the Yosemite West Maintenance District Chair to sign the Agreement; and Find the Project Meets All Emergency Requirements pursuant to the Public Contract Code Section 22050 and that the Emergency did not Permit a Delay Resulting from a Competitive Solicitation for Bids, and that the Action was Necessary to Respond to the Emergency (4/5th Vote Required)

Shannon Hansen gave the staff report, noting this is a result of an emergency situation in Yosemite West that took out a water line. No public comment.

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| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District I Supervisor Rosemarie Smallcombe |
| **SECONDER:** | District II Supervisor Shannon Poe |
| **AYES:** | District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe |

4. **Public Works**

Approve an Agreement with Mid Cal Pipeline & Utilities for Yosemite West Emergency Waterline Repairs; Authorize the Yosemite West Maintenance District Chair to sign the Agreement; and Find the Project Meets All Emergency Requirements pursuant to the Public Contract Code Section 22050 and that the Emergency did not Permit a Delay Resulting from a Competitive Solicitation for Bids, and that the Action was Necessary to Respond to the Emergency (4/5th Vote Required)

Shannon Hansen gave the staff report noting this item is related to the previous item.

Public Comment received by Dr. Eric who commended Director Hansen and her team for maintaining clean and safe drinking water in the area. He noted he appreciated the teamwork and collaborative efforts.

Supervisor Smallcombe echoed what Dr. Sergienko stated, noting that communication with the community was impeccable.

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| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District I Supervisor Rosemarie Smallcombe |
| **SECONDER:** | District IV Supervisor Wayne Forsythe |
| **AYES:** | District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe |

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## Adjourn Yosemite West Maintenance District

**10:31 AM** Chair Menetrey adjourned the meeting of YWMD.

## Reconvene as Board of Supervisors

**10:31 AM** Chair Menetrey reconvened the Board of Supervisors meeting.

# J. Regular Agenda Items

1. **Sheriff's Department**

Receive a Presentation by the Sheriff's Office, Providing an Update on the 2022 Marijuana Eradication Program

Sheriff Briese gave a PowerPoint presentation noting their job is to provide the best safety. He noted they did the best with what they had.

Public comment was received by Jeanne-Anne Pine who thanked the Sheriff for their service.

Kudos were received by Supervisors Poe, Forsythe, and Smallcombe. In response to a question from Supervisor Poe, Sheriff Briese noted for a traditional outdoor grow the harvest season is September and October and indoor grows are year-round operations. In response to another question from Supervisor Poe, Sheriff Briese noted it is not safe to operate a motor vehicle while under the influence of Marijuana as potency varies and can impair one's capability to operate safely. Sheriff Briese noted in response to Supervisor Smallcombe that they work with Building Department and Code Compliance when it's safe to bring them in.

2. **Health and Human Services Agency**

Discussion and Direction in Regards to the Ambulance Services Contract and the Future of EMS in Mariposa County

**10:59 AM** Chair Menetrey recessed the Board for a brief break and reconvened at 11:04 AM.

Dr. Sergienko gave the staff report and a PowerPoint presentation. Chair Menetrey asked if Jesse Figueroa/Mercy had any information to add. Mr. Figueroa noted he has been proud to serve Mariposa, noting Mercy started out with the same subsidy, and eventually moved away from it. He also noted they would prefer not to have a subsidy, but to ensure Mariposa County has the best care, they need it. He noted changes such as a decrease in return on revenue, extreme paramedic shortages, and competition from surrounding counties. Joe Lynch noted for consideration, that there is no lead, they are filling a gap. He also asked, if the County moved towards being an enterprise, where would the enterprise live? He suggested HHSA. He also noted his support for the one-year contract with or without the subsidy.

In response to Supervisor Poe, Mr. Figueroa confirmed that private ambulance companies receive $118 a Medi-Cal call and government-run ambulance companies receive over $1,000.

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Public Comment received by Mike Brusa who noted this is another example of how government intervention creates resource and allocation problems. He noted monopolies have two issues: quality of service and cost. He also touched on the business model for healthcare services, noting that 200 years ago, doctors were paid to come to homes and pay the cost. He stated "There isn't any doubt, government intervention is the issue".

Steve Ward/Cal Fire/Mariposa County Fire Division Chief noted he worked for Riggs and then Mercy in 1993. He also noted he has worked for both private and government medical settings. Chief Ward noted that Mercy has provided 3 units, when 2 are required. That alone speaks volumes to their level of service. He noted the alliance model is a potential fix but cautioned the Board on using performance measures, especially due to the swath of land that needs to be covered and the unpredictability of how many calls and where they will take place.

Russ Marks/Public Works noted he was involved when the ambulance service transitioned from being John C. Fremont's responsibility until 1984. He noted there was an advanced level of care that was available until 1982. He noted Riggs took the contract in 1985 and they had two EMT's. He asked the Board not to go backwards.

Jonathan Noel noted he is in agreeance with a 1 year or even a couple-year contract. He asked if the County was to go private, who pays for the supplies and cost of owning the ambulance?

Board discussion ensued.

***DIRECTION: Staff is to move towards an alliance model with input from Mercy, County Staff, and Mountain Counties EMS as well as move forward with a 1-year contract between the County and Mercy with a $25,000 a month subsidy with no penalties beginning on July 1st, 2023 and including baseline performance standards.***

3. **Administration**

Discussion and Direction Regarding a Micro Enterprise Loan Application for Mountain Meadow Farms in the Amount of $50,000

Tara Schiff/Economic Development Specialist introduced Brenda Ostrom/Mountain Meadow Farms. She noted neighborhood dogs got out and killed her livestock. She is looking for funding to re-establish her livestock and farms.

Public Comment received by Jonathan Noel who noted this was a worthy cause and the Board shouldn't hesitate.

Board discussion ensued.

***DIRECTION: Bring back the agreement for a $50,000 micro-enterprise Loan with a 10-year term at 2%.***

4. **Administration**



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Approve an Agreement to Purchase Approximately 70.1 Acres of Real Property at 7168 and 7170 Yosemite Parkway in Yosemite West, California, on Behalf of the Yosemite West Maintenance District; and Authorize the Board Chair to Sign the Agreement and Any Other Documents Necessary to Complete the Purchase (Subject to Approval as to Legal Form by County Counsel)

Dallin Kimble gave the staff report. No public comment. Supervisor Smallcombe noted the YWMDAC met to consider the item and they recommended approval. She also expressed her appreciation to staff for addressing access issues.

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| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District I Supervisor Rosemarie Smallcombe |
| **SECONDER:** | District IV Supervisor Wayne Forsythe |
| **AYES:** | District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe |

CA5. **Administration**

Approve a Memorandum of Understanding (MOU) with the Regents of the University of California Outlining a Standard Hold Harmless/Indemnification Clause for the Prescribed Burn Association Coordinator; and Authorize the Board of Supervisors Chair to Sign the MOU

Fadzayi Mashiri/Farm Advisor/UCCE gave the staff report.

Public comment received by Mark Rishiro/Steering Committee Member/Ponderosa Basin Resident wanted to note the benefits of a prescribed burn. He asked the Board to support this as it encourages burn safety.

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| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District IV Supervisor Wayne Forsythe |
| **SECONDER:** | District I Supervisor Rosemarie Smallcombe |
| **AYES:** | District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe |

**1:11 PM** Chair Menetrey recessed the Board for lunch.

## K. 2:00 PM Reconvene

Chair Menetrey reconvened the Board meeting.

1. **Planning**

Receive an Informational Update Regarding the Terramor and KOA Pre-Application

Chair Menetrey noted there has been a lot of social media and discussion around this topic.

Steve Engfer gave a PowerPoint presentation. In response to a question from Chair Menetrey, Mr. Engfer noted this application is in pre-application and will submit what is necessary when the application is turned in and that the applicant is required to pay for all costs associated with development including review.



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Steve Dahlem/County Counsel noted it is pre-mature for the Board to express their support in the project.

Public comment was received by Jeanne Anne Pine/Resident, Cat Healy/Resident, Kathy Chappell/Resident, Barbara Cone/Resident, Dale Meisenheimer/Resident, Willie/Resident, Theresa Cook/Resident, Jeremy Collins/Resident, Wendy Harrol/Resident, Jim Plumley/Resident, Joshua McConnel/Resident, Troy Foster/Resident, Linda Fluharty Meyers/Resident, Robert Smith/Resident, Anne Hart/Resident, Marian Chappell/Resident, Darlene Areblo/Resident, Dawn Pederson/Resident, Leslie Hummel/Resident, Sally McCalla/Resident, Jeanetta Phillips, Karen Herman/Resident, Mike Brusa and two unknown individuals spoke. All but one, had questions, concerns, and were against the project. One individual was in favor of the project as they believed it was the property owners right.
Troy Foster and Barbara Cone were permitted to speak a second time. Public comment was then closed.

Mr. Engfer addressed the questions asked during public comment. .

**3:20 PM** Supervisor Poe exited the meeting. **3:26 PM** Ms. Bondshu stepped out for a brief moment and Tracy Gauthier took over as Clerk. Ms. Bondshu returned at 3:29 PM and resumed clerk duties.

Chair Menetrey reopened public comment and public comment was received by Sally McCalla and Kathy Chappell. Chair Menetrey closed public comment.

Mr. Engfer answered questions further. Board. Chair Menetrey reiterated this is only at the pre-application level. Supervisor Smallcombe noted all new development is subject to international dark sky and noted we have expanded our boundaries from 600 sq. feet to 2500 sq. feet for noticing.

## L. Board Information

None.

## M. Adjournment

**3:56 PM** Chair Menetrey adjourned in memory of Barbara Jean Harmon (Stroud), Helen Mary Cico, Billie Evelyn Walker, Lillian Rushton, Virgil 'Jack" Wass, and Jeff Hamilton.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

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# Mariposa County

P.O. Box 784, Mariposa, CA 95338 (209) 966-3222
5100 Bullion Street
http://www.mariposacounty.org/

| | |
|---|---|
| **MILES MENETREY, CHAIR** | **DISTRICT V** |
| **WAYNE FORSYTHE, VICE-CHAIR** | **DISTRICT IV** |
| **ROSEMARIE SMALLCOMBE** | **DISTRICT I** |
| **SHANNON POE** | **DISTRICT II** |
| **DANETTE TOSO** | **DISTRICT III** |

# BOARD OF SUPERVISORS
# ACTION SUMMARY MINUTES
## JUNE 13, 2023

DRAFT

## A. 9:00 AM Called to Order

Chair Menetrey called the meeting to order.

| Attendee Name | Title | Status | Arrived |
|---|---|---|---|
| Rosemarie Smallcombe | District I Supervisor | Present | 9:00 AM |
| Shannon Poe | District II Supervisor | Present | 9:00 AM |
| Danette Toso | District III Supervisor | Present | 9:00 AM |
| Wayne Forsythe | District IV Supervisor | Present | 9:00 AM |
| Miles Menetrey | District V Supervisor | Present | 9:00 AM |

## B. Pledge of Allegiance

Chair Menetrey led the pledge.

## C. Introductions

Dallin Kimble/County Administrative Officer introduced Abel Del Real-Nava/Assistant County Administrative Officer/Human Resources Director who is a veteran of the Nevada National Guard. Mr. Del Real-Nava noted it was an honor and privilege to be selected.

Ryan Oliphant/Chief Probation Officer introduced Riley Ortiz as their student intern heading the social media.

## D. Approval of Consent Agenda (Items designated by "CA")

Mike Brusa/Bear Valley Resident continued the discussion of emergency governance in response to the emergency declarations CA.1 through CA.5. He noted there are discussions going on around the world and at the federal level of the impact. He singled out the Shelter Crisis, noting this item is written differently than the others and he has never heard a public discussion.

Tony Borreson/FBO at the Airport commented on CA.8, noting he isn't thrilled with this agreement as it bypasses their fueling business. He noted his normal flowage fee is $0.25 a gallon, and they would typically charge $0.50 a gallon. He also noted tenants are concerned about airport shutdowns during Cal Fire use. He also noted he would like to see a one year versus three year contract.

Consensus to withdraw the item on the airport for further discussion

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|---|---|
| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District IV Supervisor Wayne Forsythe |
| **SECONDER:** | District II Supervisor Shannon Poe |
| **AYES:** | District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe |

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services Agency**

Resolution Continuing the Local Health Emergency Due to the Oak Fire

CA3. **Sheriff's Department**

Resolution Continuing a Local Emergency Due to the Oak Fire

CA4. **Sheriff's Department**

Resolution Continuing the Local Emergency Due to the 2022/2023 Meteorological "Atmospheric River" Event

CA5. **Sheriff's Department**

Resolution Continuing a Local Emergency Due to Extreme Snowstorms in February and March of 2023

CA7. **Health and Human Services Agency**

Approve the Allocation of One Social Worker III Position and Eliminate One Social Worker IV Position in the Health and Human Services Agency, Effective Immediately

CA9. **Library**

Approve an Agreement with Overdrive, Inc. in the Amount of $3,500 for eBook Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA10. **Sheriff's Department**

Approve an Agreement with Trinity Services Group in the Amount of $269,532 for Dietary Services at

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the Mariposa County Jail; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA11. **Clerk of the Board**

Approval of Minutes of the Board of Supervisors Regular Meetings of March 21st, April 4th, April 11th, May 2nd, and May 9th, 2023

## E. Items removed from Consent Agenda

CA6. **County Counsel**

Approve an Agreement with Yosemite Area Regional Transportation System (YARTS) Joint Powers Authority (JPA) to Continue Providing Public Transit Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

During the consent agenda, it was noted this item needed an amendment to the contract's third paragraph titled "Compensation".

***AMENDMENT: Compensation Paragraph, change July 1st, 2022 to July 1st, 2023.***

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|---|---|
| **RESULT:** | **Adopted As Amended (UNANIMOUS)** |
| **MOVER:** | District IV Supervisor Wayne Forsythe |
| **SECONDER:** | District II Supervisor Shannon Poe |
| **AYES:** | District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe |

CA8. **Public Works**

Approve an Agreement with CAL FIRE for an Emergency Incident Helibase/Airbase at Mariposa-Yosemite Airport; and Authorize the Board of Supervisors Chair to Sign the Agreement

The item was pulled by consensus of the board for further discussion.

Supervisor Poe asked questions in regard to what Mr. Borreson would like to see in the contract. Mr. Borreson noted he would like to see a one year lease and feels they should be compensated for Cal Fire bringing in their own fuelers. In response to a question from Supervisor Forsythe, Steve Ward/Division Chief Cal Fire/Mariposa Fire noted the flowage fee is based on who is negotiating, he noted the average is $0.19 a gallon and they have agreed to $0.25 a gallon. He also noted Cal Fire is not in the profit and loss business, there should be no profiteering. Shannon Hansen/Public Works and Transportation Director also noted 3 years is standard. Chair Menetrey also had clarified that the County is not taking any part of the flowage fee.

| | |
|---|---|
| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District IV Supervisor Wayne Forsythe |
| **SECONDER:** | District I Supervisor Rosemarie Smallcombe |
| **AYES:** | District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor |

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## F. Departmental Presentation

Shannon Hansen noted Public Works has held three public outreach meetings for the Downtown Revitalization project. She noted the following day they will be headed to the downtown businesses to pass out more information and answer questions. Ms. Hansen gave the Clerk of the Board a handout of the project. Ms. Hansen switched gears and noted the pool project is buttoning up and should be signed off by the end of the day. She also noted the tennis courts are almost complete as well. In response to a question from Supervisor Smallcombe, the number for Parks and Recreation is 209-966-2498.

Chief Oliphant noted he wanted to highlight an event that went under the radar. He noted he volunteers at the Sober Grad event as grad night can be dangerous for graduates. Chief Oliphant noted that historically, 80% of graduates have attended. This year they had roughly 74%. He stressed the importance of this event and thanked the sponsors as this event is held because of donations.

Chief Ward noted next week they will start re-hiring for peak staffing levels and by the 26th they will go into peak staffing. He noted they have two additional hand crews coming on and have an exclusive agreement with a Sky Crane that is housed at the Mariposa Airport. He noted that it is not just for Mariposa County, it can be called out to other locations In response to Supervisor Poe, Chief Ward noted that for career opportunities, the public can visit Cal Careers.

Kari Kisela/Mariposa Chamber announced they are working on a  community job fair that will be held on Friday, June 23rd from 12:00 PM to 4:00 PM in building A at the Fairgrounds.

## G. Public Comment on Non-Agenda Items

Mike Brusa gave background and history of the Constitution and implied powers. He also noted issues of corporations are a problem, as corporations are the beasts of government.

### Recess Board of Supervisors

**9:52 AM** Chair Menetrey recessed the Board of Supervisors and the Clerk of the Board read the government code announcement.

## H. LOCAL TRANSPORTATION COMMISSION

**9:52 AM** Chair Forsythe called the Local Transportation Commission meeting to order.

### Public Comment Period

None.

### LTC Regular Agenda

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1. **Public Works**

PUBLIC HEARING: to Consider Unmet Transportation Needs for FY 22/23

Jeannie Morvay-Clayton/Transportation Planner noted this is a yearly item. She noted there are no new transit needs that have come forward. She noted her recommendation in B. no new needs reasonable to meet. Public comment, none.

***ADOPTED: The Board adopted the resolution, choosing Item B "No new unmet transit needs that are unreasonable to meet"***

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|---|---|
| **RESULT:** | **Adopted as Amended (UNANIMOUS)** |
| **MOVER:** | District I Supervisor Rosemarie Smallcombe |
| **SECONDER:** | District II Supervisor Shannon Poe |
| **AYES:** | District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe |

2. **Public Works**

Approve an Agreement with the California Department of Transportation, Division of Rail & Mass Transportation (DRMT) for Federal Transit Administration (FTA) 5311 Transit Funds; and Authorize the Executive Director of Mariposa County Local Transportation Commission (MCLTC) to Sign the Agreement

Jeannie gave the staff report. No public comment.

| | |
|---|---|
| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District I Supervisor Rosemarie Smallcombe |
| **SECONDER:** | District V Supervisor Miles Menetrey |
| **AYES:** | District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe |

## Adjourn LTC

**9:57 AM** Chair Forsythe adjourned the LTC meeting.

## Reconvene as Board of Supervisors

**9:57 AM** Chair Menetrey reconvened the Board of Supervisors meeting.

# I. Regular Agenda Items

1. **Board of Supervisors**

Receive a Presentation from the Calaveras-Mariposa Community Action Agency (CMCAA) regarding Programs and Projects (Staci Johnston, Executive Director)

Staci Johnston/Executive Director of the CMCAA gave a PowerPoint presentation. Supervisor Smallcombe and Forsythe thanked Ms. Johnston for coming in a providing this information.

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Public comment was received by Tara Schiff noting she was also voluntold but she is honored to be a part of this board. Sydney Forga/Division Director of Human Services noted she had the pleasure of working with Ms. Johnston during the Oak fire and they have provided instrumental assistance.

**RESULT:** PRESENTATION HELD

2. **Clerk of the Board**

Approval of Minutes of the Board of Supervisors Regular Meetings of April 18th, and May 16, 2023

Danielle Bondshu/Clerk of the Board gave the staff report.

Mike Brusa noted he had a hard time with the agenda and that it is 540 pages. He noted he felt he was misquoted in a set of minutes as the word debate comes from the concept of beat down, not a Greek beat down as noted.

| | |
|---|---|
| **RESULT:** | **Adopted** |
| **MOVER:** | District I Supervisor Rosemarie Smallcombe |
| **SECONDER:** | District IV Supervisor Wayne Forsythe |
| **AYES:** | District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe |
| **ABSTENTION:** | District V Supervisor Menetrey |

## J. Board Recognitions

1. **Probation**

Proclaim the day of June 16, 2023, as "Special Olympics Law Enforcement Torch Run"

Chief Oliphant introduced Jamie Yearwood/Probation Officer and noted she has taken the lead of this. Officer Chance/California Highway Patrol thanked the Board for bringing this forward and introduced Sarah/Athlete who is also a residents and competes all over the State. Officer Chance gave a staff report with statistics and noted this year June 16th will be the 2nd event. It will start at Cal Fire and continue through downtown, then up 3rd street and end at the Courthouse. He thanked the probation officers and noted they have received over $2000 in donations. No public comment.

Supervisor Smallcombe noted, going through Google, it's the largest law enforcement focused charitable donation and Mariposa is one of 20 counties.

| | |
|---|---|
| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District IV Supervisor Wayne Forsythe |
| **SECONDER:** | District III Supervisor Danette Toso |
| **AYES:** | District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe |

Chair Menetrey read the proclamation and presented it to Probation, CHP and Sarah.

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## K. Closed Session

Chair Menetrey noted K.1 was withdrawn. He read K.2, no public comment.

**10:40 PM** recessed into closed session and noted at 11:00 Pm they would be headed on a tour with Site Logic, public was welcome to join.

1. **Board of Supervisors**

   CLOSED SESSION: Public Employee Performance Evaluation; Position of Employee Under Review: Planning Director

**RESULT:** WITHDRAWN

2. **County Counsel**

   Closed Session Conference with Legal Counsel: Anticipated Litigation; Significant Exposure to Litigation Pursuant to Subdivision (b) of Government Code Section 54956.9; Number of Cases to be Discussed: 1

No public comment.

**RESULT:** CLOSED SESSION HELD

## L. 11:00 AM Board Recessed for Tour of Solar Panel Project

**11:05 PM** Chair Menetrey reconvened to receive a plaque from Site Logic. **11:08 PM** Recessed for tour and noted the Board would reconvene at 2:00 PM.

1. **Clerk of the Board**

   SitelogIQ Solar Project Tour Itinerary

## M. 2:00 PM Reconvene

Chair Menetrey reconvened the Board of Supervisors meeting.

1. **Administration**

   PUBLIC HEARING to Consider the Final Budget for Fiscal Year 2023-2024. (Will be Continued from Day to Day, as Needed)

Dallin Kimble noted this hearing will continue for as many days as needed, until a final budget is reached. Leigh Westerlund/Assistant CAO gave a PowerPoint Presentation. She also provided a handout to the Board for updated position allocations. In response to Supervisor Forsythe, Mr. Kimble noted there was no net reduction in personnel. He also noted that the recommended allocation increases were necessary in Technical Services, Human Resources, and Public Works. In response to Supervisor Toso, Mr. Kimble noted the 0.8 and 0.7 represent part time or extra-help employees.

Public comment was received by Jeremy Briese/Sheriff, Kevin Packard/Undersheriff, and Kristie Mitchell/Sheriff Public Information Officer, all who read statements asking the Board to support the Sheriff's Department and not "Defund the Police". Public comment was also received by Walter Wall/District Attorney, who noted the number one function of government is to provide public safety. He urged the board to

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contemplate that.

Mr. Kimble noted although there were not any specific questions, he wanted to address some of the comments made. He noted that he agrees, public safety is number one. He also noted 35% of the general fund is allocated to the Sheriff's Office this fiscal year. Mr. Kimble also noted the SO has added 35 positions since 1996 and 15 of those since 2016. He noted their budget had continued to grow. He then gave the following budget. Fiscal Year (FY) 12 $7.6 Million, FY15 - $8.2 million, FY 21 - $10.8 million, FY23 - $13.3 million, FY24 - $15 million, he noted that they have seen the biggest increases in our history. He noted yes, safety is number one. However, we have to reduce all budgets to what we can afford, but there are no "deep cuts". The Sheriff's Department is still receiving a $2.6 million increase from last year. Mr. Kimble also noted the solar recently installed at the Jail has reduced the PG&E bill for the Sheriff's Department by 85%.

Board discussion ensued in regard to how the Sheriff believes the Board is "defunding the police" but the CAO is saying there is a $2.6 million increase to their total budget. The Board noted with the acknowledgement from the CAO and Sheriff that moving forward communication is heavily needed. It was clarified that the use of ARPA funds that are being slotted for the Sheriffs Department can be used to purchases bullets and other daily operating items. The other big issues were the CAO having to approve the ARPA use, that was settled by Luis Mercado/Auditor and Ms. Westerlund who noted they could set permission for Sheriff Briese to sign off without the County Administrators involvement.

Shannon Hansen/Public Works Director noted they requested $6.8 million to maintain the Pavement Condition Index (PCI). She noted in the past they have not requested additional funding; she thanked the Board for the amount they did allocate and noted she will get projects done with those funds and come back next year and request millions once again.

Walter Wall thanked the CAO and assistant CAO for their help.

***DIRECTION: Consensus on the recommended budget to proceed as presented.***

**RESULT:** DIRECTION GIVEN

## N. Report Out

Chair Menetrey reported that during closed session information was received.

## O. Board Information

None.

## P. Adjournment

**4:41 PM** Chair Menetrey adjourned in memory of Mackenzie (Mack) Hunter.

Respectfully submitted,

Danielle Bondshu



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Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

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# Mariposa County

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| | |
|---|---|
| **MILES MENETREY, CHAIR** | **DISTRICT V** |
| **WAYNE FORSYTHE, VICE-CHAIR** | **DISTRICT IV** |
| **ROSEMARIE SMALLCOMBE** | **DISTRICT I** |
| **SHANNON POE** | **DISTRICT II** |
| **DANETTE TOSO** | **DISTRICT III** |

# BOARD OF SUPERVISORS
# ACTION SUMMARY MINUTES
## JUNE 20, 2023

DRAFT

## A. 9:00 AM Called to Order

Chair Menetrey called the meeting to order.

| Attendee Name | Title | Status | Arrived |
|---|---|---|---|
| Rosemarie Smallcombe | District I Supervisor | Present | 9:00 AM |
| Shannon Poe | District II Supervisor | Present | 9:00 AM |
| Danette Toso | District III Supervisor | Present | 9:00 AM |
| Wayne Forsythe | District IV Supervisor | Present | 9:00 AM |
| Miles Menetrey | District  V Supervisor | Present | 9:00 AM |

## B. Pledge of Allegiance

Chair Menetrey led the pledge.

## C. Introductions

Tara Schiff/Economic Development Specialist introduced Khalil Neogy, who is her summer intern. He is also a senior in the Mariposa County class of 2024.

Elizabeth Darcy/Public Information Officer introduced Sydney Jacobs who is her summer intern.

Anthony Rios/Technical Services Manager introduced Carl Ryals, who is the summer intern, and Mr. Rios noted Mr. Ryals is a student at Berkely.

## D. Approval of Consent Agenda (Items designated by "CA")

Joe Lynch/Health and Human Services Director commented on CA.10, noting when individuals join committees and/or commissions, it is admirable. He thanked Captain Land for his service on the Behavioral

Health Board.

Jeremy Briese/Sheriff Commented on CA. 28. He thanked the Board for working with them and working together through the process. He noted that if there is any roll over funds, or higher than anticipated Transient Occupancy Tax (TOT) Revenue that the Board looks at the Sheriff's Department to receive funds.

Mike Brusa/Bear Valley commented on the emergencies, noting he's happy to see some of them being terminated.

**9:16 AM**, the Board recessed for technical difficulties due to the TEAMS call in line. The meeting was reconvened at 9:31 AM when Chair Menetrey announced that if public comment wanted to be made live, the public would need to call (209) 742-1227 and they would be transferred to the chambers.

Supervisor Smallcombe moved the consent agenda and then withdrew her motion. .

Chair Menetrey commented on CA. 23 and CA. 24, noting he was happy to see these items coming forward.

| | |
|---|---|
| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District I Supervisor Rosemarie Smallcombe |
| **SECONDER:** | District II Supervisor Shannon Poe |
| **AYES:** | District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe |

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Sheriff's Department**

Resolution Continuing the Local Emergency Due to the 2022/2023 Meteorological "Atmospheric River" Event

CA3. **Health and Human Services Agency**

Adopt a Resolution Terminating the Existence of the Local Health Emergency Due to the Oak Fire

CA4. **Sheriff's Department**

Adopt a Resolution Terminating the Existence of the Local Emergency Due to the Oak Fire

CA5. **Sheriff's Department**

Resolution Continuing a Local Emergency Due to Extreme Snowstorms in February and March of 2023

CA6. **Administration**

Rescind Resolution 2023-191 and Approve Business Assistance Loan for Vines & Vittles, Inc. in the Amount of $50,000 at a 2% Interest Rate for a 10 Year Term with Possible Loan Forgiveness After One Year of Payments; Approve Loan Documents; Authorize the Board of Supervisors Chair to Sign the

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Documents (Subject to Approval as to Legal Form by County Counsel); and Authorize the Auditor to Submit Payment

CA7. **Administration**

Approve an Agreement with Tangent for Renewal of Microsoft 365 Services in the Amount of $170,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA8. **Clerk of the Board**

Department Head Signed Agreements

CA9. **Clerk of the Board**

CAO (Purchasing Agent) Signed Agreements

CA10. **Clerk of the Board**

Accept Resignation of Sean Land on the Behavioral Health Board (BHB), and Recognize His Service

CA11. **District Attorney**

Approve the Submittal of Violence Against Women Vertical Prosecution Grant Proposal to Support Prosecution Efforts and Victim Services in the Amount of $270,060; and Authorize the Board of Supervisors Chair and District Attorney to Sign the Grant Proposal

CA12. **District Attorney**

Adopt a Resolution Authorizing the District Attorney to Sign Any Grant Award Agreement, Amendments and/or Extensions to the Violence Against Women Vertical Prosecution Grant (Subject to Approval as to Legal Form by County Counsel)

CA13. **Health and Human Services Agency**

Approve the 2023 Emergency Supplemental Low Income Home Energy Assistance Program (ESLIHEAP) Agreement 23J-5725 and Certifications with the California Department of Community Services and Development (CSD) in an Amount not to Exceed $307,681 to Provide Energy Assistance Payments; and Authorize the Board of Supervisors Chair to Sign the Agreement, Certifications, and All Subsequent Amendments (Subject to Approval as to Legal Form by County Counsel)

CA14. **Health and Human Services Agency**

Approve an Agreement with Mother Lode Job Training (MLJT) to Provide Employment Placement Services for Individuals in the Subsidized Employment Program for an Amount not to Exceed $210,896; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA15. **Health and Human Services Agency**

Approve Modification Four to Sub-contractor Agreement with the California Department of Health Care Services for Crisis Care Mobile Units (CCMU) Program Increasing the Amount by $500,000 for a New Amount Not to Exceed $1,000,000 and Extend the Term of the Agreement to December 31,

DRAFT

2025; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA16. **Health and Human Services Agency**

Approve an Agreement with Accela to Provide Software Services for the Environmental Health Unit with Health and Human Services Agency (HHSA); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA17. **Health and Human Services Agency**

Approve Third Amendment to Scott's Cleaning Services Agreement Including Additional Services in Scope of Work; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA18. **Health and Human Services Agency**

Approve a Memorandum of Understanding (MOU) between Mariposa County Sheriff's Office (MCSO) and Mariposa County Health and Human Services Agency (HHSA) for Jail Based Services in an Amount Not to Exceed $1,227,601; and Authorize the Board of Supervisors Chair to Sign the MOU

CA19. **Health and Human Services Agency**

Approve Agreement with California Department of Public Health (CDPH) for the Immunization Assistance Program (IAP) Funding Allocation Agreement No. 22-11040 for Fiscal Years 2022-2027 in the Amount of $738,064.73; and Authorize the Health and Human Services Agency Director to Sign the Agreement and any Subsequent Amendments as Delineated Within the Agreement to Secure Funding (Subject to Approval as to Legal Form by County Counsel)

CA20. **Health and Human Services Agency**

Approve an Agreement with Infant Child Enrichment Services in the Amount of $85,000 for Child Care Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA21. **Health and Human Services Agency**

Approve Budget Action Increasing Revenue and Appropriations in the Health and Human Services Agency, Public Health Budget Increasing Revenue to be Received from The National Foundation for the Centers for Disease Control and Prevention, Inc. in the Amount of ($39,800); and Increasing Corresponding Expenditures of $39,800 Within the Public Health Budget (4/5ths Vote Required)

CA22. **Public Works**

Approve Amended By-Laws for the Airport Advisory Committee to Clarify Member Attendance and Absence Reporting Requirements and Bring the By-Laws Up to Date with the Committee Policy Adopted by Resolution 22-637

CA23. **Public Works**

Approve Task Order No. 2 with Mark Thomas in the Amount of $334,217 for Indian Peak over Italian Creek Bridge Design Services; and Authorize the Board of Supervisors Chair to Sign the Task Order

CA24. **Public Works**

DRAFT

Approve Task Order No. 3 with Mark Thomas in the Amount of $357,731 for Harris Road over East Fork Chowchilla River Bridge Design Services; and Authorize the Board of Supervisors Chair to Sign the Task Order

CA25. **Public Works**

Approve Second Amendment to Agreement with JS West Extending the Term of the Agreement to November 1, 2023, for the Supply of Liquid Propane Gas to County Facilities; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA26. **Public Works**

Adopt a Resolution Authorizing FY23/24 SB1 Road Maintenance and Rehabilitation Account (RMRA) Funding; and Authorize the Director of Public Works and Transportation to File the Resolution and Project List with the California Transportation Commission

CA27. **Probation**

Adopt a Resolution Accepting the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, also known as the Drug Enforcement Team, Effective June 1, 2023 through December 31, 2026; and Authorize the Board of Supervisor Chair to Sign the Grant Application and Agreement, including any amendments, modifications or extensions thereof, with the Board Of State and Community Corrections (BSCC) for annual funding based on Federal allocations to the State of California (Subject to approval as to Legal Form by County Counsel)

CA28. **Administration**

Adopt a Resolution Adopting the 2023-24 Fiscal Year Budget and Authorizing Certain Actions in Order to Implement the Fiscal Year 2023-24 (FY24) Budget

## E. Items removed from Consent Agenda

None.

## F. Departmental Presentation

Dr. Eric Sergienko/ County Health Officer gave information about the EMS stipend and noted the budget action could not be done due to the budget. He then gave an update on the CASPER.

Shannon Hansen/Public Works and Transportation Director gave an update on projects, noting the RFP has gone out for the repair of Hotzel Road.

Steve Ward/Cal Fire/Mariposa Fire Division Chief noted the fire season is kicking up and all burning is suspended.

Kari Kisela/Mariposa Chamber reminded the Board of the upcoming Mother Lode job fair which will take place at the Fairgrounds.

Dallin Kimble/County Administrative Officer noted it's good to see there are several interns being introduced.

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He also noted there are several surveys and noted for the public that they are private, who answered cannot be accessed per the county contract with the third party.

Danielle Bondshu/Clerk of the Board noted for the listening public that 6/6 and 6/13 meetings audio is now available.

## G. Public Comment on Non-Agenda Items

Jonathan Noel/Resident wanted to comment on the KAO and Terramor project. He noted that it is a pristine area. He noted he is concerned with water, sewer, and fire.

Marvin Wells/Resident asked if any of the Board members had served in the military, law enforcement, or fire services. Supervisor Forsythe raised his hand as an Airforce Veteran. He noted he would like to see this Board put up a memorial to those who have passed through the Government Center building or inside the Chambers.

Mike Brusa noted the Constitution is on the wall. He noted it was clear that with the KOA, everyone has an interest. He noted the government is terrible with tradeoffs.

Jonathan Noel asked to speak again and was permitted by Chair Menetrey. He noted he would like to see town halls in regards to the KOA and Terramor project.

Marvin Wells also requested to speak once more and was permitted by Chair Menetery. He noted he liked global warming  as June has been great.

### Recess Board of Supervisors

**10:10 AM** Chair Menetrey recessed the Board meeting and the Clerk of the Board read the Government Code Announcement.

## H. LOCAL TRANSPORTATION COMMISSION

**10:11 AM** Chair Forsythe called the meeting of the Local Transportation meeting to order.

### Public Comment Period

None.

### LTC Regular Agenda

1. **Public Works**

Adopt a Resolution Allocating the State Transit Assistance (STA) Funds for Fiscal Year 2022-2023

Jeannie Morvay-Clayton/Transportation Planning gave the staff report. None.

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|---|---|
| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District I Supervisor Rosemarie Smallcombe |

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|---|---|
| **SECONDER:** | District III Supervisor Danette Toso |
| **AYES:** | District IV Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District V Supervisor Forsythe, District II Supervisor Poe |

2. **Public Works**

Adopt a Resolution allocating the Transportation Development Act (TDA) Funds for Fiscal Year 2022-2023

Jeannie Morvay-Clayton gave the staff report. None.

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| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District I Supervisor Rosemarie Smallcombe |
| **SECONDER:** | District III Supervisor Danette Toso |
| **AYES:** | District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe |

3. **Public Works**

Approve Zero-Emission Bus Rollout Plan for Mariposa County Transportation

Jeannie Morvay-Clayton gave the staff report. In response to a question from Shannon Poe, she noted that electric buses are between $250,000 and $5000,000.

Public comments was received by Mike Brusa, who noted he believes schools are suffering the same situation of switching out their fleet. He noted there need to be governmental units that should start asking questions. He noted the requirement for no gas-powered small engines. Mr. Brusa then discussed how this was a march of folly. Jonathan Noel asked if there was a grant available for the buses.

Ms. Morvay Clayton answered questions and noted the county needs to put in the infrastructure, needs, and technology, noting they are looking for funding for each item.

Board discussion ensued.

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| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District I Supervisor Rosemarie Smallcombe |
| **SECONDER:** | District V Supervisor Miles Menetrey |
| **AYES:** | District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe |

## Adjourn LTC

**10:46 AM** Chair Forsythe adjourned the meeting of the LTC.

## Reconvene as Board of Supervisors

**10:46 AM** Chair Menetrey reconvened the Board of Supervisors meeting.

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# I. Regular Agenda Items

1. **Planning**

Approve an Agreement with the Mariposa County Arts Council in the Amount of $35,000 for Phase II of the Working Land, Working Artists Project; and Authorize the Board of Supervisors Chair to Sign the Agreement

Mikey Goralnik/Community Planner gave the staff report, noting it's a new contract. No public comment.

In response, Supervisor Poe, Mr. Goralnik noted the budget action required an amendment to reflect $35,000 not $40,000.

***AMENDED: Budget action to have the correct amounts to match the funding of $35,000.***

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| **RESULT:** | **Adopted as Amended (UNANIMOUS)** |
| **MOVER:** | District I Supervisor Rosemarie Smallcombe |
| **SECONDER:** | District II Supervisor Shannon Poe |
| **AYES:** | District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe |

2. **Administration**

Approve a Memorandum of Understanding (MOU) with the Mariposa County Chamber of Commerce (Chamber) in Support of Community Events; and Authorize the Board of Supervisors Chair to Sign the MOU

Dallin Kimble gave the staff report. No public comment.

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| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District IV Supervisor Wayne Forsythe |
| **SECONDER:** | District I Supervisor Rosemarie Smallcombe |
| **AYES:** | District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe |

3. **Health and Human Services Agency**

Approve Submission of the "Mariposa FY2023-2026 Mental Health Services Act (MHSA) 3-Year Expenditure Plan," "Prevention and Early Intervention 2021-2022 Report," and "Annual Innovation Report 2021-2022" to the Department of Health Care Services (DHCS); Authorize the Health and Human Services Agency Director to Sign the Certifications and Any Subsequent Amendments with DHCS with Regard to the MHSA Plan (Subject to Approval as to Legal Form by County Counsel); and Authorize the Health and Human Services Agency Director to Implement the Activities Within the "Mariposa FY2023-2026 Mental Health Services Act (MHSA) 3-Year Plan" Upon DHCS Approval

Sheila Baker/Local Mental Health Director and Deputy Director of Behavioral Health and Health Services gave

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the staff report and a PowerPoint Presentation. Ginger Fearstien/Mental Health Service Coordinator also participated in giving the PowerPoint Presentation.

Joe Lynch noted the governor's plan to use MHSA for homelessness would reduce the programs shown in the PowerPoint by roughly 1/3rd. He also noted it is a 3-year plan and they have seen great results.

Board discussion ensued,

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| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District I Supervisor Rosemarie Smallcombe |
| **SECONDER:** | District IV Supervisor Wayne Forsythe |
| **AYES:** | District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe |

## J. Closed Session

**11:44 PM** Chair Menetrey read the Closed Session items. No public comment on either and recessed into closed session at 11:45 PM.

1. **Board of Supervisors**

CLOSED SESSION: Public Employee Performance Evaluation; Position of Employee Under Review: Agricultural Commissioner

**RESULT:** CLOSED SESSION HELD

2. **Board of Supervisors**

CLOSED SESSION: Public Employee Performance Evaluation; Position of Employee Under Review: Planning Director

**RESULT:** CLOSED SESSION HELD

## K. 2:00 PM Reconvene

**2:00 PM** Chair Menetrey reconvened the meeting and reported that during closed session, information was received on both items.

1. **Planning**

Adopt a Resolution to Approve the Mariposa Gateway Elements

Mikey Goralnik gave a PowerPoint Presentation. In response to Supervisor Forsythe, Mr. Goralnik noted yes, there is a maintenance agreement where both entities will be responsible of maintaining certain portions. In response to Chair Menetrey, Mr. Goralnik noted roughly 30 days to go out for bid.

Public comment was received by Sandra Rhoan Chapman/President of Southern Sierra Miwuk Nation (SSMN), Anthony Lerma/Son of Mike and Shona Medina, Tara Fouch-Moore/Resident, Unknown Male/Resident, Breanne Paul-Roberts/Resident, Dr. Teenie Matlock/Resident, Acacia Coates/Director at large SSMN, Lemuel

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Bryce Green/SSMN, Kevin Spacke/Resident, Anthony Ray Morrow/SSMN, Louis Hogan Martin/SSMN, Pete Judy/District 4 Resident, Alex Vance/Resident, Clay River/District 3 Resident, Heather Bernikoff/Resident, Kate Hall/Resident, Brenda Ostrom/Resident, Phillip Johnson/SSMN, Alex Louis/Resident, Ruth Smiley/Resident, Jacob Hawley/Resident, Alison Tudor/Resident, Russel Rhoan/SSMN, and Kazzandra Brocchini/Resident whom all spoke in favor of this project and what it means to this community and the Southern Sierra Miwuk People.

Board discussion ensued.

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|---|---|
| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District I Supervisor Rosemarie Smallcombe |
| **SECONDER:** | District II Supervisor Shannon Poe |
| **AYES:** | District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe |

## L. Board Information

None.

## M. Adjournment

**4:07 PM** Chair Menetrey adjourned in memory of Anna Amelia Quinones McLean, Angela June Morrow, and Susan "Suzi" Gilbert Larsen.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

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# MARIPOSA COUNTY

Board of Supervisors

**RESOLUTION - ACTION REQUESTED 2023-401**

MEETING: August 1, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Appoint Lyle Turpin and John Carrier as Directors to the Mariposa County Resource Conservation District (MCRCD) with Terms Expiring at Noon on November 26, 2027

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**RECOMMENDATION AND JUSTIFICATION**

Appoint Lyle Turpin and John Carrier as Directors to the Mariposa County Resource Conservation District (MCRCD) with Terms Expiring at Noon on November 26, 2027

Under California Public Resources Code (PRC) Section 9314(b), a resource conservation district may elect to have a board of supervisors fill vacancies in lieu of elections, and the Board of Supervisors accepted the responsibility on August 20, 2013 with Resolution 2013-355.

Consequently, the MCRCD Board of Directors took action on May 3, 2023, pursuant to the regulations, to recommend Lyle Turpin and John Carrier for re-appointment to the MCRCD Board of Directors, as evidence by the attached draft MCRCD Minutes.

Staff is now requesting that the Board of Supervisors make the appointments as recommended by the MCRCD.

**BACKGROUND AND HISTORY OF BOARD ACTIONS**

Under California Public Resources Code Section 9314(b), a resource Historically, the Mariposa County Board of Supervisors has made other appointments to the RCD board, but the arrangement was not finalized until 2013 when the MCRCD formally requested, via RCD resolution 4-13, that the Board of Supervisors make the appointments. That request was approved with Resolution 2013-355 on August 20, 2013.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION**

If the Board of Supervisors elects not to fill the positions, it will leave the MCRCD Board of Directors with vacancies, which will result in a lack of a quorum. However, after sixty days from the expiration of the unfilled term, the MCRCD Board of Directors could opt to make appointments pursuant to PRC §9314(b)(4) which reads, "If the board of supervisors does not conduct interviews of potential candidates or make an appointment within 60 days after the expiration of the term, the board of directors may make the appointment."

**FINANCIAL IMPACT**

None

**ATTACHMENTS**

**1. May 2023 Minutes (Approved) - RCD**

**VOTE RESULT**

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|---|---|
| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District I Supervisor Rosemarie Smallcombe |
| **SECONDER:** | District IV Supervisor Wayne Forsythe |
| **AYES:** | District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe |

**MARIPOSA COUNTY RESOURCE CONSERVATION DISTRICT (MCRCD)**
**Regular Meeting of the Board of Directors**
**MINUTES**

**Date:** Wednesday, May 3rd, 2023 @ 2:00 PM
**Location:** Conference Room at the Ag. Commissioner's Office 5009 Fairground Rd. Mariposa, CA 95338
**Directors present:** David Mecchi, John Carrier, Wayne Kelly and Lyle Turpin.
**Directors absent:** None.
**Associate directors present:** None.
**Associate directors absent:** None.
**Staff present:** Melinda Barrett, Vicky Cole.
**Guests:** Lexi Ballinger, FPAC – NRCS, on the phone.

**Call to order:** 2:02 PM by MCRCD President David Mecchi.

**Public communication:** None.

**Minutes:** (M) Lyle Turpin to approve April 2023 Minutes with the correction of 5 typos. (S) John Carrier. No discussion followed. Ayes: David Mecchi, John Carrier, Lyle Turpin, Wayne Kelly. Nays: None. Motion approved.

**Correspondence:** None.

**Information Items and/or Special Guests:** None.

**Staff reports:**
**IRWMP:** Verbal report submitted by Melinda.
**MCRCD:** Verbal report submitted by Vicky.

**Directors Reports:**
Lyle Turpin: Lyle mentioned that the snow still there. Also, suggested to go again to the BOS to request for financial help like we did last year. Melinda informed him that she did just the day before and she's confident that we're going to get another 70,000 this year.
John Carrier: John mentioned he has been busy cleaning up his property and burning pile's wood.
David Mecchi: David said he's been busy and also met with Lexi and Johnnie to introduce her as the new District Conservationist for Mariposa's office.
Wayne Kelly: Wayne talked about the Whispering Oak Project. He mentioned that they have several permits and CEQA is done too. He said that they are still working on the different challenges that come their way. Also Wayne wanted to talk to Melinda about the reports that have to be made. Jill Harry is very busy and she doesn't think she will have time to do them. Melinda told him that she plans to send him an invoice for the work she has done and that she believes that she will have an unused balance from the contract, she told him that she can use that money to make the reports.
**Future Agenda Items:** None.

**Subcommittee Reports:**

Personnel: None.
Finance: Pat and Vicky worked on a table that includes all the accounts with their respective balances. It also details loans made internally between accounts and updates balances after loans are paid off. This work was carried out in order to show the real numbers that MCRCD own, clean up the accounts before the end of the fiscal year and to justify the request for a salary increase.

Grants: Melinda mentioned that she will set an IRWMP meeting probably in June. For the new Monarch grant, she mentioned that the CEQA is done so we can start working. CCIs grants going well. We got OPR budget adjustment approved.
Forestry & Fuels Management: None.
Plant Sale: None.
Policy: None.

**Financial Reports:** See at Finance subcommittee.

**Unfinished Business:** None.

**Action Items:**

To Appoint Lyle Turpin as MCRCD Director: (M) John Carrier. (S) Wayne Kelly. Ayes: David Mecchi, John Carrier, Wayne Kelly. Nays: None. Motion Approved.

To Appoint John Carrier as MCRCD Director: (m) Lyle Turpin. (S) Wayne Kelly. Ayes: David Mecchi, Lyle Turpin, Wayne Kelly. Nays: None. Motion Approved.

To Approved the Minutes from September, 2022. (M) Wayne Kelly. (S) John Carrier. Ayes: John Carrier, Wayne Kelly, Lyle Turpin. Nays: None. Motion Approved.

To Approved the Minutes from November, 2022. (M) Wayne Kelly. (S)John Carrier. Ayes: David Mecchi, John Carrier, Wayne Kelly, Lyle Turpin. Nays: None. Motion Approved.

To Sponsor a kid for Range Camp. (M) John Carrier. (S) Lyle Turpin. Ayes: David Mecchi, John Carrier, Lyle Turpin, Wayne Kelly. Nays: None. Motion Approved.

**Discussion:** David submitted a quote of $ 783. Each to replace/repair the MCRCD signs at the highways. He will also quote for the installation and he will ask to include the website information on the bottom of the sign.

**Closed Session:** The Board discussed and unanimously approved the increase in salaries for Melinda Barrett and Vicky Cole.

**Adjournment:** Meeting adjourned at 4:07 PM. (M) John Carrier, (S) Lyle Turpin. Ayes: John Carrier, Lyle Turpin, Wayne Kelly, David Mecchi. Nays: None. Motion approved.

Submitted by: Vicky Cole Date Approved: 06/07/2023

Recorded minutes of this meeting are available in the RCD office. Persons with disabilities who require alternative means of communication or assistance should contact our office at above number, at least 5 days prior to the event. An equal opportunity provider and employer.

# MARIPOSA COUNTY

Board of Supervisors

**RESOLUTION - ACTION REQUESTED 2023-402**

| | |
|---|---|
| MEETING: | August 1, 2023 |
| TO: | The Board of Supervisors |
| FROM: | Joe Lynch, Director of Health and Human Services |
| RE: | Approve an Agreement with TRADE Sober Living in the Amount of $135,000 for Residential Recovery Services; and Authorize the Board of Supervisors Chair to Sign the Agreement |

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## RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with TRADE Sober Living in the Amount of $135,000 for Residential Recovery Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

TRADE Sober Living (TRADE) will provide two sober living homes, one for men and one for women. The services provided to participants will include:

- Room and Board
- Clean and sober family-oriented residential homes. Contractors will ensure the housing is secure, safe and alcohol and drug free.
- Peer Counseling
- Family Support
- Referrals to Community Partners
- Drug Court Support
- AA Meetings

## BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the most recent agreement with TRADE on May 2, 2023 through Resolution No. 2023-229.

## ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The County of Mariposa's ability to perform state required residential recovery services would be greatly hindered.

## FINANCIAL IMPACT

There is no impact to the General Fund.

## ATTACHMENTS

1. **TRADE Agreement 2024**

**VOTE RESULT**

| | |
|---|---|
| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District I Supervisor Rosemarie Smallcombe |
| **SECONDER:** | District IV Supervisor Wayne Forsythe |
| **AYES:** | District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe |

# AGREEMENT FOR RESIDENTIAL RECOVERY SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20__, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and TRADE Sober Living ("Contractor"), pursuant to the following terms and conditions.

**W I T N E S S E T H:**

## 1. TERM

The term of this Agreement shall commence on July 1, 2023 and terminate on June 30, 2024 unless extended as provided by this Agreement.

## 2. SERVICES

Contractor shall perform residential recovery services as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

## 3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $135,000. Contractor's rates are listed in Exhibit C, "Cost Proposal." County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

## 4. INSURANCE

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $500,000 per accident for bodily injury and property damage.

(3) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

(1) Additional Insured Status: County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to County.

(7) Verification of Coverage: Contractor shall furnish County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

(9) Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## 5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence of willful acts.

## 6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

## 7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

## 8. STATE AND FEDERAL TAXES

As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

a. County will not withhold FICA (Social Security) from Contractor's payments;
b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
c. County will not withhold state or federal income tax from payment to Contractor;
d. County will not make disability insurance contributions on behalf of Contractor;
**e.** County will not obtain workers' compensation insurance on behalf of Contractor.

## 9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars ($10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

## 10. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of Contractor under this Agreement will be permitted only with the express written consent of County.

## 11. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

**CONTRACTOR:**
TRADE Sober Living
5320 Highway 49 N Suite 5
P.O. Box 543
Mariposa, CA 95338

**COUNTY:**
County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338
Fax: (209) 742-0996

## 12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion,

color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

## 13. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

## 14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

## 15. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

## 16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit C.

B. Either party may terminate this Agreement for convenience upon 30 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit C.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

## 17. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

## 18. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any such action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

## 19. CAPTIONS

The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

## 20. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

## 21. MANDATORY AND PERMISSIVE

"Shall" is mandatory. "May" is permissive.

## 22. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

## 23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or

adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

## 24. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

## 25. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

## 26. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to this Agreement shall comply with all requirements of law, including capacity and authority to amend or modify this Agreement.

## 27. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

## 28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

## 29. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

## 30. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal year covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to such reduction or modification of the County budget, or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

| COUNTY OF MARIPOSA | CONTRACTOR |
|---|---|
| _____ | _____ |
| Miles Menetrey, Chair<br>Board of Supervisors | Lisa Parker, Executive Director<br>TRADE Sober Living |
| COUNTERSIGNED:<br>*(Government Code §25103)* | APPROVED AS TO FORM: |
| _____ | _____ |
| Danielle Bondshu<br>Clerk of the Board | Steven W. Dahlem<br>County Counsel |

Exhibit A
SCOPE OF WORK

Description of Services

**TRADE Sober Living home will provide sober living environment(s). The services provided to participants will include:**

- Room and board
- Clean and sober living family oriented residential home(s). CONTRACTOR will ensure the housing be secure, safe, and alcohol and drug free.
- Peer counseling
- Family support
- Referrals to community partners
- Drug Court support
- AA Meetings
- 12 Step Study and/or other recovery supports that promote a sober living and recovery environment.
- Spiritual recovery
- Life skills training and support
- Anger management classes
- Hygiene needs
- Transportation to Mariposa twice per week
- Employment and education support
- An opportunity to learn job skills in various fields
- Coordination of care with Probation and MCBHRS

CONTRACTOR will:

- Only accept county placements utilizing the County Referral process and official placement letter
- Ensure that services are provided to beneficiaries of the COUNTY which follow the laws of the State of California and in accordance with the rules and regulations of relevant Federal regulations.
- Provide the COUNTY with reports and documentation as requested within two weeks of request.
- Meet with MCBHRS no less than one time monthly for contract monitoring and programmatic progress.
- For each county placement, provide a monthly progress report to the Substance Use Disorder Supervisor.
- Notify COUNTY of the proposed discharge date and ensure that prior to exiting the program (either successfully or unsuccessfully) that each client has a transition plan and ensure coordination of continuing services. County will make available a team meeting within seven days of request date of all persons served under this agreement.

Exhibit B

A. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

B. Personnel

Ensure that all personnel rendering services shall be employed by or under contract with the CONTRACTOR. They shall be members of CONTRACTOR professional staff. The services shall be provided under the direction of the CONTRACTOR facility Director and shall meet appropriate professional standards.

C. Contract Termination

Services provided by the CONTRACTOR will not relocate or reduce in type or frequency without notification to the MCBHRS within 24 hours and approved by the Department of Health Care Services.

D. Compliance Monitoring

1. The CONTRACTOR shall allow for compliance monitoring, including fiscal monitoring and be accountable for audit exceptions for failure to comply with requirements. Any decencies identified during compliance or fiscal monitoring will require a Corrective Action Plan to be submitted to the county.

E. Additional DMC Requirements

1. If the CONTRACTOR receives DMC funds, the CONTRACTOR shall comply with Minimum Quality Drug Treatment Standards for DMC [(DMC MQDTS document 2F(a)] and/or SABG [(DMC MQDTS document 2F(b)], as applicable.

2. Contractor and subcontractors that provide DMC services shall be responsible for verifying the Medi-Cal eligibility of each beneficiary for each month of service prior to billing for DMC services to that beneficiary for that month. Medi-Cal eligibility verification should be performed prior to rendering service, in accordance with and as described in the DHCS DMC Provider Billing Manual. Options for verifying the eligibility of a Medi-Cal beneficiary are described in the Department of Health Care Services DMC Provider Billing Manual

F. Transitional Housing

If contracted to provide transitional housing, CONTRACTOR will ensure that all individuals in transitional housing are engaged in Substance Use Disorder Treatment, off site, at all times during the individual's stay.

G. Hatch Act

CONTRACTOR agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 15011508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

H. No Unlawful Use or Unlawful Use Messages Regarding Drugs

CONTRACTOR agrees that information produced through these funds, and which pertains to drugs and alcohol - related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, CONTRACTOR agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

I. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

J. Debarment and Suspension

CONTRACTOR shall not subcontract with any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The CONTRACTOR shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

K. Protected Health Information

1. Train all staff policies and procedures regarding PHI as necessary and appropriate for them to carry out their functions in accordance with 42 CFR and HIPAA.

2. Use only encrypted PHI as specified in the HIPAA Security Rule be disclosed via email. Unsecured PHI will not be disclosed via email.

3. All workforce members who assist in the performance of functions or activities on behalf of the Department, or access or disclose Department PHI or PI must complete information privacy and security training, at least annually, at CONTRACTOR's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following termination of this Agreement.

L. Health Insurance Portability and Accountability Act (HIPAA) of 1996

All work performed under this Contract is subject to HIPAA, CONTRACTOR shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit F, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies.

1. Trading Partner Requirements

a. No Changes. CONTRACTOR hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the 12 Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

b. No Additions. CONTRACTOR hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

c. No Unauthorized Uses. CONTRACTOR hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).

d. No Changes to Meaning or Intent. CONTRACTOR hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

2. Concurrence for Test Modifications to HHS Transaction Standards

CONTRACTOR agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, CONTRACTOR agrees that it will participate in such test modifications.

3. Adequate Testing

CONTRACTOR is responsible to adequately test all business rules appropriate to their types and specialties. If the CONTRACTOR is acting as a clearinghouse for enrolled providers, CONTRACTOR has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

4. Deficiencies

CONTRACTOR agrees to correct transactions, errors or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the CONTRACTOR is acting as a clearinghouse for that provider. When County is a clearinghouse, CONTRACTOR agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services

5. Code Set Retention

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

6. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

M. Charitable Choice

Nondiscrimination and Institutional Safeguards for Religious Providers

CONTRACTOR shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54, (Reference Document 1B).

N. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in Title 9, CCR, Division 4, Chapter 8, (Document 3H).

O. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V). If the provider chooses not to participate in MCBHRS annual training, CONTRACTOR must provide the training at CONTRACTOR'S expense and provide proof of annual training.

P. Intravenous Drug Use (IVDU) Treatment

CONTRACTOR shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

Q. Restriction on Distribution of Sterile Needles

No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

R. Tuberculosis Treatment

CONTRACTOR shall ensure the following related to Tuberculosis (TB):

1. Routinely make available TB services to each individual receiving treatment for AOD use and/or abuse.
2. Reduce barriers to patients' accepting TB treatment.
3. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

S. Trafficking Victims Protection Act of 2000

CONTRACTOR and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (22 United States Code (USC) 7104(g)) as amended by section 1702 of Pub. L. 112-239. CONTRACTOR will provide annual training on TVPA for all staff.

T. Tribal Communities and Organizations

CONTRACTOR shall regularly assess (e.g. review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, survey Tribal

representatives for insight in potential barriers, the substance use service needs of the American Indian/Alaskan Native (Al/AN) population within the County geographic area, and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to Al/NA communities within the County.

U. Byrd Anti-Lobbying Amendment (31 USC 1352)

CONTRACTOR certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. CONTRACTOR shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

V. Nondiscrimination in Employment and Services

By signing this Contract, CONTRACTOR certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, CONTRACTOR will not unlawfully discriminate against any person.

W. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 —6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
9. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.
10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A-E).

13. CONTRACTOR shall provide services to all eligible persons in accordance with state and federal statutes and regulations and assure in the planning for the provision of services that clients are provided educational materials or other resources for the provision of services.

X. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
4. No state or federal funds shall be used by the CONTRACTOR or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the CONTRACTOR or its subcontractors to provide direct, immediate, or substantial support to any religious activity.
5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.
6. CONTRACTOR shall participate in the County Behavioral Health Director's Association of California. CONTRACTOR shall attend meetings, special meetings called by DHCS director and represent the program for the purpose of a relationship with DHCS with respect to policies, standards and administration for AOD abuse services.
7. CONTRACTOR shall provide timely access to care and services in accordance with CFR 42 (**§** 422.112 Access to services) and ensure state standards, taking into account the urgency of the need for services.
8. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
9. No federal funds shall be used by the County or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the County or its subcontractors to provide, direct, immediate, or substantial support to any religious activity.

Y. Reporting and Invoicing

CONTRACTOR shall submit detailed invoices and receipts of exact costs to be paid by COUNTY by the 15th of every month with the exception of the last invoice of the fiscal year being submitted no later than July 10. COUNTY will pay appropriate invoices within thirty (30) business days upon receipt.

Z. Information Access for Individuals with Limited English Proficiency

1. CONTRACTOR shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.
2. CONTRACTOR shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to:

a. materials explaining services available to the public,
b. language assistance,
c. language interpreter and translation services, and
d. video remote language interpreting services.

AA. Security Breaches

All security breaches will be reported immediately to the Quality Assurance unit with MCBHRS.

BB. Noncompliance with Reporting Requirements

CONTRACTOR agrees that DHCS has the right to withhold payments until CONTRACTOR has submitted any required data and reports to DHCS, as identified in Exhibit A, Attachment I, Part III- Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

CC. Youth Treatment Guidelines

If contracted to provide treatment to youth, CONTRACTOR must comply with the guidelines in Document 1V, incorporated by this reference, "Youth Treatment Guidelines," in developing and implementing youth treatment programs funded under this Exhibit, until new Youth Treatment Guidelines are established and adopted. No formal amendment of this contract is required for new guidelines to be incorporated into this Contract.

CONTRACTOR must comply with DHCS guidelines in developing and implementing youth treatment programs funded under Enclosure 2 of SABG County Application, until new Youth Treatment Guidelines are established and adopted.

DD. Perinatal Services

1. If contracted to provide perinatal services, CONTRACTOR must comply with the perinatal program requirements as outlined in the Perinatal Services Network Guidelines. The Perinatal Services Network Guidelines are attached to this contract as Document 1G, incorporated by reference. The CONTRACTOR must comply with the current version of these guidelines until new Perinatal Services Network Guidelines are established and adopted. The incorporation of any new Perinatal Services Network Guidelines into this Contract shall not require a formal amendment.
2. CONTRACTOR receiving SABG funds for perinatal services must adhere to the Perinatal Services Network Guidelines, regardless of whether the CONTRACTOR exchanges perinatal funds for additional discretionary funds.
3. CONTRACTOR must be certified to provide perinatal recovery services to COUNTY beneficiaries who are authorized for services by COUNTY.
4. CONTRACTOR will ensure that documentation of pregnancy and last day of pregnancy are in the beneficiary record for all perinatal clients.

EE. Additional Contract Restrictions

1. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

Exhibit C
COST PROPOSAL

**Compensation**

TRADE Sober Living, inclusive of all services and outlined in Exhibit A will be paid per bed utilized by MCBHRS clients. A monthly fee of $2,250 per person will be paid to TRADE Sober Living, per bed. When clients do not receive services for an entire month, a daily rate of $75.00, prorated when appropriate, will be paid to TRADE Sober Living.

The rates may fluctuate up to 10% based on state rate effective on the date of services.

# MARIPOSA COUNTY

Board of Supervisors

**RESOLUTION - ACTION REQUESTED 2023-403**

MEETING: August 1, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve Third Amendment to Agreement 22B-4021 with The California Department of Community Services and Development (CSD) in Support of the 2022 Low Income Home Energy Assistance Program (LIHEAP); and Authorize the Board of Supervisors Chair to Sign the Amendment

---

**RECOMMENDATION AND JUSTIFICATION**

Approve Third Amendment to Agreement 22B-4021 with The California Department of Community Services and Development (CSD) in Support of the 2022 Low Income Home Energy Assistance Program (LIHEAP); and Authorize the Board of Supervisors Chair to Sign the Amendment

The purpose of LIHEAP, under the auspices of the CSD, is to provide energy assistance to low-income county residents. LIHEAP funds have been allocated to Mariposa County for several years and operate on a program term basis. Under Agreement 22B-4021, County of Mariposa has been allocated a not to exceed amount of $958,000 for the term period of November 1, 2021 through December 31, 2023. As per request from CSD, the amendment will modify the organization name in the original agreement and replace with the County of Mariposa.

**BACKGROUND AND HISTORY OF BOARD ACTIONS**

The Board of Supervisors approved Agreement 22B-4021 with CSD on January 18, 2022 through Resolution No 2022-37.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION**

If this Amendment is not approved, Mariposa will lose the grant funds of $958,000 and the opportunity to provide Energy Assistance payments to serve an estimated 683 Mariposa County households and 1,598 persons under this grant agreement.

**FINANCIAL IMPACT**

There is no impact to the County General Fund.

**ATTACHMENTS**

1. **2022_LIHEAP_Amendment_3_Contract_22B_4021**
2. **LIHEAP 22B-4021 (A02) EXECUTED**

**VOTE RESULT**

| | |
|---|---|
| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District I Supervisor Rosemarie Smallcombe |
| **SECONDER:** | District IV Supervisor Wayne Forsythe |
| **AYES:** | District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe |

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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT - AMENDMENT**

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

| AGREEMENT NUMBER | AMENDMENT NUMBER | PURCHASING AUTHORITY NUMBER (if applicable) |
|---|---|---|
| 22B-4021 | 3 | |

1. This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY NAME
**Department of Community Services and Development**

CONTRACTOR NAME
**County of Mariposa**

2. The term of this Agreement is : November 1, 2021 through December 31, 2023

3. The maximum amount of this Agreement is: Total $958,000.00

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

i. The Contractor's name changed from Mariposa County Human Services Department to County of Mariposa.

All other terms and conditions shall remain the same.

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

**CONTRACTOR**

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

CONTRACTOR BUSINESS ADDRESS, CITY, STATE ZIP
P.O. Box 99, Mariposa, CA 95338

| PRINTED NAME OF PERSON SIGNING | TITLE |
|---|---|
| | |
| CONTRACTOR AUTHORIZED SIGNATURE | DATE SIGNED |
| | |

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME
**Department of Community Services and Development**

| CONTRACTING AGENCY ADDRESS | CITY | STATE | ZIP |
|---|---|---|---|
| **2389 Gateway Oaks Drive, Suite 100** | **Sacramento** | **CA** | **95833** |

| PRINTED NAME OF PERSON SIGNING | TITLE |
|---|---|
| **Chris Vail** | **Chief Financial Officer** |
| CONTRACTING AGENCY AUTHORIZED SIGNATURE | DATE SIGNED |
| | |

**CALIFORNIA Department of General Services Use Only**

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

☐ Exempt per _____

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

**DAVID SCRIBNER**
**DIRECTOR**

**GAVIN NEWSOM**
**GOVERNOR**

April 25, 2023

Dear Executive Director:

The purpose of this letter is to notify you of the 2022 Low Income Home Energy Assistance Program (LIHEAP) contract amendment extending the contract term from June 30, 2023, to December 31, 2023. To facilitate this extension, the amendment also provides an updated contract close-out period, reducing the period from 90 days to 30 days. The contract close-out is due no later than January 31, 2024.

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

Sincerely,



DAVID SCRIBNER, ESQ.
Director

Attachments

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0

# 2022 LIHEAP Contract Checklist Effective May 1, 2023

**General Comments and Requirements:**

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

**Contract Packet:**

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

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

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

**Please return the completed contract packets within 30 days (45 days for public agencies).**

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

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0

Resolution 22-37

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
**STANDARD AGREEMENT - AMENDMENT**
STD. 213A (Rev. 10/2019) CSD Rev (12/2019)

| AGREEMENT NUMBER | AMENDMENT NUMBER | PURCHASING AUTHORITY NUMBER (if applicable) |
|---|---|---|
| 22B-4021 | 2 | |

1. This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY NAME
**Department of Community Services and Development**

CONTRACTOR NAME
**Mariposa County Human Services Department**

2. The term of this Agreement is : November 1, 2021 through December 31, 2023

3. The maximum amount of this Agreement is: Total $958,000.00

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

i. The term of this Agreement has changed from November 1, 2021 through June 30, 2023 to November 1, 2021 through December 31, 2023

ii. Articles 1 through 14 are deleted in their entirety and replaced with the attached.

All other terms and conditions shall remain the same.
**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**CONTRACTOR**

CONTRACTOR NAME *(If other than an individual, state whether a corporation, partnership, etc.)*
**Mariposa County Human Services Department**

CONTRACTOR BUSINESS ADDRESS, CITY, STATE ZIP
P.O. Box 99, Mariposa, CA 95338

PRINTED NAME OF PERSON SIGNING: Joe Lynch
TITLE: HHSA Director

CONTRACTOR AUTHORIZED SIGNATURE: DocuSigned by: Joe Lynch 9C760F0DDEF94BE...
DATE SIGNED: 5/23/2023 | 3:09 PM PDT

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME
**Department of Community Services and Development**

| CONTRACTING AGENCY ADDRESS | CITY | STATE | ZIP |
|---|---|---|---|
| **2389 Gateway Oaks Drive, Suite 100** | **Sacramento** | **CA** | **95833** |

PRINTED NAME OF PERSON SIGNING: **Chris Vail**
TITLE: **Chief Financial Officer**

CONTRACTING AGENCY AUTHORIZED SIGNATURE: DocuSigned by: C Vail 5738D524A1A146B...
DATE SIGNED: 5/25/2023

**CALIFORNIA Department of General Services Use Only**

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

DS SP

☐ Exempt per _____

Approved as to Legal Form: 5/23/2023 | 3:08 PM PDT

DocuSigned by: Steve Dahlem F6A416F06B394BF...
Steven W. Dahlem, County Counsel

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# MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

## RESOLUTION - ACTION REQUESTED 2022-37

MEETING: January 18, 2022

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: 2022 LIHEAP 22B-4021 Contract for Energy Assistance and Weatherization

---

**RECOMMENDATION AND JUSTIFICATION:**
Approve the 2022 Low Income Home Energy Assistance Program (LIHEAP) Agreement 22B-4021 and Certifications with the California Department of Community Services and Development (CSD) in an amount not to exceed $525,000 to provide energy assistance payments; and authorize the Health and Human Services Agency Director to sign the agreement, certifications, and all subsequent Amendments (Subject to County Counsel Approval as to Form).

The purpose of LIHEAP, under the auspices of the CSD, is to provide energy assistance to low-income county residents. LIHEAP funds have been allocated to Mariposa County for several years and operate on a program term basis.

Thus far in program year 2020 ending December 3, 2021, this program has assisted 584 low-income households containing 1,310 persons with energy assistance propane, wood, and utility payments and 11 households and 30 persons with weatherization services. A large percentage of these households include vulnerable populations such as seniors, the disabled, children under 5 years, and the working poor.

**BACKGROUND AND HISTORY OF BOARD ACTIONS:**
The Board approved the previous 2021 ARPA LIHEAP Agreement on September 28, 2021 by Resolution 2021-538.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**
If this Agreement is not approved, Mariposa will lose the grant funds of $525,000 and the opportunity to provide Energy Assistance payments to serve an estimated 683 Mariposa County households and 1,598 persons under this grant agreement.

**FINANCIAL IMPACT:**
**This program is funded by federal energy assistance grant (LIHEAP) funds. Continuation of the LIHEAP grant was anticipated and included in the FY21-22 Budget. Progress in the implementation of this grant will be monitored, and the FY21-22 budget for fund 3334 will be adjusted if necessary. There is no impact to the County General Fund.**

**ATTACHMENTS:**

DS
DW

REF ID# 12490

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**213_22B-4021 (PDF)**
**00. 2022 LIHEAP Contract Cover Letter (PDF)**
**03. CSD 279 FFATA v01.15 (PDF)**
**02. Lobbying Certification (PDF)**
**2022 LIHEAP Contract Final.. (PDF)**

**RESULT:** **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
**MOVER:** Marshall Long, District III Supervisor
**SECONDER:** Tom Sweeney, District II Supervisor
**AYES:** Smallcombe, Sweeney, Long, Forsythe, Menetrey

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



# SUBVENTION CONTRACT

## Contents

**PREAMBLE 1**

**ARTICLE 1 -SCOPE OF WORK ..... 1**

1.1 General ..... 1
1.2 Service Area ..... 1
1.3 Term and Amount of Contract ..... 2
1.4 Service Area Expenditure Requirements ..... 2
1.5 Program Authorities – Requirements, Standards and Guidance ..... 2
1.6 Duplication of Services ..... 5

**ARTICLE 2 -CONTRACT ADMINISTRATION AND PROCEDURE ..... 6**

2.1 State Contracting Requirements – "General Terms and Conditions, GTC 04/2017" ..... 6
2.2 Contractor's Option of Termination ..... 6
2.3 Budget Contingencies ..... 6
2.4 Miscellaneous Provisions ..... 8

**ARTICLE 3 -CONTRACT CHANGES ..... 9**

3.1 Amendment ..... 9
3.2 Minor Modifications ..... 9

**ARTICLE 4 -ADMINISTRATIVE POLICIES AND PROCEDURES ..... 10**

4.1 Board Roster, By Laws, Resolution, and Minutes ..... 10
4.2 Internal Controls Requirements ..... 10
4.3 Record Retention Requirements ..... 11
4.4 Insurance and Fidelity Bond ..... 11
4.5 System Security Requirements ..... 14
4.6 Travel and per diem ..... 16
4.7 Conflict of Interest ..... 17
4.8 Procurement Standards ..... 18
4.9 Use and Disposition of Vehicles and Equipment ..... 20
4.10 Subcontracts ..... 20
4.11 Complaint Management Policies and Procedures ..... 22
4.12 Fair Hearing Process for Applications for Denial of Benefits by Contractor ..... 22
4.13 Fraud, Waste, and Abuse ..... 23

**ARTICLE 5 -ADMINISTRATIVE AND PROGRAM EXPENDITURES REQUIREMENTS ..... 24**

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



5.1 Budget Guidelines ..... **24**
5.2 Utility Assistance Expenditure Requirements ..... **25**
5.3 Working Capital Advance and Major Purchase Advances ..... **26**
5.4 Program Income ..... **28**
5.5 Wood, Propane and Oil Returned Payments ..... **29**
5.6 Allowable Costs ..... **30**
5.7 Service Area Expenditures Requirements ..... **36**
5.8 Reimbursement Guidelines ..... **38**
**ARTICLE 6 - REPORTING POLICIES AND PROCEDURES** ..... **49**
6.1 Reporting Requirements ..... **49**
**ARTICLE 7 - PROGRAM POLICIES AND PROCEDURES** ..... **53**
7.1 LIHEAP Agency Local Plan ..... **53**
7.2 Program Standards and Regulatory Requirements ..... **53**
7.3 Prioritization of Services ..... **55**
7.4 Service Priority Guidelines ..... **56**
7.5 Outreach and Intake Activity Guidelines ..... **56**
7.6 Assurance 16 Activity Guidelines ..... **58**
7.7 Leveraging Activities ..... **60**
7.8 Record-Keeping Responsibilities ..... **61**
**ARTICLE 8 - PROGRAM IMPLEMENTATION** ..... **68**
8.1 HEAP/WPO Activity Guidelines ..... **68**
8.2 Weatherization Activity Guidelines ..... **69**
8.3 Energy Crisis Intervention Program (ECIP) Services Activity Guidelines ..... **80**
8.4 ECIP Fast Track and HEAP Electric and Gas Pledge Guidelines ..... **87**
8.5 SWEATS Activity Guidelines ..... **87**
8.6 Quality Assurance ..... **87**
**ARTICLE 9 - TRAINING, LICENSING AND CERTIFICATIONS** ..... **92**
9.1 Training Requirements ..... **92**
9.2 Contractor Licensing ..... **95**
9.3 Special Licensing - Weatherization ..... **95**
9.4 Environmental Protection Agency (EPA) Certifications ..... **96**
9.5 Mandatory Training ..... **96**
**ARTICLE 10 - COMPLIANCE POLICIES AND PROCEDURES** ..... **97**
10.1 Right to Monitor, Audit, and Investigate ..... **97**

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



10.2 Auditing Standards and Reports ..... 97
10.3 Compliance Monitoring ..... 100
10.4 Enforcement Process - Noncompliance with Requirement of this Contract ..... 103
10.5 Service Delivery and Expenditure Requirements ..... 109
**ARTICLE 11 - FEDERAL AND STATE POLICY PROVISIONS ..... 111**
11.1 Certifications ..... 111
11.2 Provisions for Federally Funded Grants ..... 112
11.3 Federal Certifications Regarding Debarment, Suspension, and Related Matters 113
11.4 Affirmative Action Compliance ..... 114
11.5 Nondiscrimination Compliance ..... 115
11.6 Contractor Fair Hearing - Civil Rights Act Violation ..... 115
11.7 Specific Assurances ..... 115
**ARTICLE 12 - GENERAL TERMS AND CONDITIONS GTC 04/2017 ..... 117**
**ARTICLE 13 - DEFINITIONS ..... 118**
**ARTICLE 14 - TABLE OF FORMS AND DOCUMENTS INCORPORATED BY REFERENCE ..... 128**
14.1 Forms to be returned with signed contract: ..... 128
14.2 The following documents are hereby incorporated by this reference: ..... 128
14.3 The following CPA's and CPN's are hereby incorporated by reference: ..... 128

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



# SUBVENTION CONTRACT

## PREAMBLE

This subvention contract, for the implementation of the Low Income Home Energy Assistance Program (LIHEAP) in program year 2022 ("Contract"), is entered into between the Department of Community Services and Development ("CSD" or "Department") and the contractor named on Form STD. 213, the face sheet of this document ("Contractor") and shall be enforceable on the date last signed.

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

## ARTICLE 1 - SCOPE OF WORK

### 1.1 General

1.1.1 Contractor shall provide Weatherization (WX) assistance, Home Energy Assistance Program (HEAP) assistance, and Energy Crisis Intervention Program (ECIP) assistance to eligible participants residing in the service area described in Section 1.2, pursuant to all applicable federal and state statutes and regulations, including the Low Income Home Energy Assistance Act of 1981 (42 USC §§ 8621 et seq., as amended) (the Act) and California Government Code Section 16367.5 et seq., as amended. Contractor shall provide crisis services and activities to the low-income community within its service area through at least March 15, 2022. Contractor shall administer LIHEAP services to eligible low-income households in accordance with both need and the Contractor's service delivery plan approved by CSD. Contractor shall ensure that the highest level of assistance will be furnished to those households which have the lowest incomes and the highest energy costs or needs in relation to income, and that the services and activities funded by this Contract shall also meet all other assurances specified in Section 8624 of the Act.

1.1.2 The LIHEAP Catalog of Federal Domestic Assistance number is 93.568. The award is funded through the United States Department of Health and Human Services (HHS).

### 1.2 Service Area

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

The 2022 LIHEAP Numbers, Contractors, and Service Territories listing may be accessed at under the Supporting Documents section https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx.

1.2.2 Contractors that provide services in Los Angeles and San Diego counties shall refer to the ZIP Codes listing located at under the Supporting Documents section

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx to determine the zip codes for their respective area.

## 1.3 Term and Amount of Contract

1.3.1 The term of this Contract shall be for the period represented on the face sheet (Form STD 213). Contractor shall perform all work under this contract prior to, or up to December 31, 2023, in accordance with Article 10.5 section 10.5.2, regardless of the contract term end date.

1.3.2 The contract amount as represented on Form STD. 213 consists of Contractor's total allocation to include the "Direct Services" and "Utility Assistance" portions attributable to Contractor's service area(s).

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

## 1.4 Service Area Expenditure Requirements

Contractor shall be subject to special expenditure requirements as provided in Article 5, Section 5.7 of the Contract, if any of the following pertain:

1.4.1 This Contract involves funding for LIHEAP services provided by Contractor in multiple counties or service areas; or

1.4.2 Contractor has additional contracts with CSD for the provision of LIHEAP or United States Department of Energy, Weatherization Assistance Program (DOE WAP) services in counties or service areas other than the county or service area to which this Contract applies.

## 1.5 Program Authorities – Requirements, Standards and Guidance

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

1.5.1.1 The Low-Income Home Energy Assistance Act of 1981 (42 USC §§ 8621 et seq.), and the Low-Income Home Energy Assistance Program (45 CFR Part 96, Subpart H);

1.5.1.2 The California Government Code (Cal. Gov. Code) §§ 16367.5 et seq., as amended, and Title 22 of the California Code of Regulations (CCR) §§ 100800 et seq.; and

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



1.5.1.3 The Single Audit Act (31 USC §§ 7501 et seq.), and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

1.5.2 *Conflict of Laws.* Contractor shall comply with all of the requirements, standards, and guidelines contained in the authorities listed below, as they may be amended from time to time, regarding procurement, administrative, and other costs claimed under this Contract, including those costs incurred pursuant to subcontracts executed by Contractor, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the requirements, standards, or guidelines in this Contract directly conflict with any State law or regulation at Government Code §§16367.5 et seq. or 22 CCR §§100800 et seq., or any provision of this Contract, then federal law or regulation or provision shall take precedence, and then state law; unless, under specified circumstances, a provision of federal law applicable to block grants, such as 45 CFR § 96.30, allows for the application of state law.

1.5.2.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75); and

1.5.2.2 Contractor further agrees to abide by all requirements in California Contractor Certification Clauses 04/2017 (CCC-04/2017).

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

1.5.3.1 That such guidance shall be issued by CSD in writing in the form of "CSD Program Notice (CPN) No. XX-XX" posted at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx;

1.5.3.2 That such guidance shall be issued by CSD in writing in the form of "CSD Program Advisory (CPA) No. XX-XX posted at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx;

1.5.3.3 That such guidance shall be issued by CSD in the most timely and expeditious manner practicable;

1.5.3.4 That such guidance shall be reasonably necessary to realize the purposes of LIHEAP;

1.5.3.5 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

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Contract;

1.5.3.6 Contractor shall notify CSD within 10 business days of issuance of a CPN or CPA, if Contractor is unable to fulfill its obligations under the new guidance;

1.5.3.7 That the parties' failure to execute a mutually acceptable amendment or CPN or CPA, as contemplated in subsection 1.5.3.5 and 1.5.3.6, in a reasonable period of time, shall result in this Contract being without force and effect subject only to such provisions contained herein as are intended to survive the Contract in accordance with the express and implied provisions of applicable federal and state law; and

1.5.3.8 That upon CSD's good faith determination, delivered to the Contractor by written notice that this Contract between the parties to any necessary amendment CPN, or CPA as contemplated in subsection 1.5.3.5 and 1.5.3.6 cannot be achieved, then this Contract shall be "closed out" and the funds disposed in accordance with established CSD procedure and policy and as required under federal and state law.

1.5.4 The federal and state laws, regulations and other authorities referenced in this Section are hereby incorporated by reference into this Contract. Copies may be accessed for reference at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

1.5.5 Contract Elements Integral to Contract and Enforceability Conditions

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

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

1.5.5.1.2 Certification Regarding Lobbying/Disclosure of Lobbying Activities;

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

1.5.5.1.4 Current Insurance or Self-Insurance Authority Certification;

1.5.5.1.5 Board Resolution authorizing execution of this Contract;

1.5.5.1.6 Agency Local Plan (referenced in Article 7.1);

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1.5.5.1.7 LIHEAP Production Plan (CSD 622) (referenced in Article 5.7); and

1.5.5.1.8 Agency Staff and Board Roster (CSD 188).

1.5.5.2 The Agency Local Plan and forms must be completed by Contractor before CSD will execute the Contract and Contractor is authorized to commence work. CSD may execute this Contract pending its review and final approval of Contractor's submission, provided Contractor acts in good faith to rectify any outstanding issues associated with the documents submitted pursuant to Section 1.5.5.1. All documents submitted pursuant to Section 1.5.5.1 shall become part of this Contract.

1.5.6 Contractor's signature shall constitute a certification that to the best of Contractor's ability and knowledge it will, unless exempted, comply with the provisions set forth in Article 11, Section 11.1, "Certifications" of this Contract.

## 1.6 Duplication of Services

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

1.6.1 Assessment and installation of Health and Safety measures not installed through LIWP;

1.6.2 Reweatherization in accordance with LIHEAP requirements;

1.6.3 Call-backs in accordance with LIHEAP requirements; or

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

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



**SUBVENTION CONTRACT**

## ARTICLE 2 - CONTRACT ADMINISTRATION AND PROCEDURE

### 2.1 State Contracting Requirements – "General Terms and Conditions, GTC 04/2017"

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

### 2.2 Contractor's Option of Termination

2.2.1 Notwithstanding the provisions of Section 1.5.3, Contractor may, at Contractor's sole option, elect to terminate this contract rather than adhere to the procedures set out in Section 1.5.3, should Contractor determine that any subsequent program guidance or proposed amendment to the contract is unjustifiably onerous or otherwise counter to Contractor's legitimate business interests and ability to implement the Contract in an effective and reasonable manner, PROVIDED:

2.2.1.1 The notice of termination is in writing, delivered by U.S. Certified Mail, Return Receipt Requested, and will be effective 30 calendar days after receipt by CSD; and

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

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

2.2.3 Contractor shall, within 60 calendar days of termination, close-out the contract in accordance with contractual close-out procedures.

2.2.4 CSD may at its option procure a temporary replacement provider, and may at its option, designate a permanent replacement provider for Contractor's service area in accordance with federal and state law.

### 2.3 Budget Contingencies

2.3.1 Federal Budget Contingency

2.3.1.1 Because of uncertainty in the federal budget process, this Contract may be executed before the availability and amounts of federal funding can be ascertained, in order to minimize delays in the provision of services and the distribution of funds. The obligations of the parties under this Contract

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are expressly contingent on adequate funding being made available to CSD by the United States government.

2.3.1.2 If federal funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, CSD shall at its sole discretion have the option either to terminate this Contract upon written notice to Contractor or, in the alternative, to offer an amendment addressing the reduced funding. If the parties fail to reach an agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract close-out obligations and final settlement.

2.3.1.3 If federal funding authorities condition funding on any obligations, restrictions, limitations, or conditions not in existence when this Contract was executed, this Contract shall be amended by mutual agreement for compliance with such obligations, restrictions, limitations, or conditions. Failure of the parties to reach an agreement on such amendment shall render this Contract without force and effect.

2.3.1.4 Subject to the provisions of subsection 2.3.1.2, CSD shall authorize expenditures of funds under this Contract based on any Continuing Resolution appropriations that are adequate for the purpose. CSD shall notify the Contractor in writing of authorized interval funding levels.

2.3.2 State Budget Contingency

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

2.3.2.2 If program funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, CSD shall at its sole discretion have the option either to terminate this Contract upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach an agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract close-out obligations and final settlement.

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## 2.4 Miscellaneous Provisions

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

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

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

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

2.4.4.1 To Contractor's address of record; and

2.4.4.2 To CSD at:
Department of Community Services and Development
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



**SUBVENTION CONTRACT**

# ADMINISTRATIVE REQUIREMENTS

## ARTICLE 3 - CONTRACT CHANGES

### 3.1 Amendment

3.1.1 Changes to this Contract shall be made by formal amendment with exceptions specified in Article 1 subsection 1.5.3 and in Section 3.2, below.

3.1.2 Contractor shall notify CSD in writing when any proposed amendment or change will significantly impact Contractor's Program Budget and/or Operations. CSD will afford Contractor a reasonable opportunity and sufficient time in which to phase-in the mandated change.

### 3.2 Minor Modifications

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

3.2.2 Minor Modifications shall not alter the maximum limits established for specific budget line items, e.g., administrative costs, Assurance 16, intake, outreach, and training and technical assistance costs, except as otherwise provided herein.

3.2.3 Allowable modifications to this Contract include the minor budget modifications and expenditure requirements, specified in Article 5.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



## ARTICLE 4 -ADMINISTRATIVE POLICIES AND PROCEDURES

### 4.1 Board Roster, By Laws, Resolution, and Minutes

4.1.1 Contractor shall submit to CSD an Agency Staff and Board Roster form (CSD 188) listing the current Agency Staff and roster of members of its governing board, including contact information for each board member at a location other than the Contractor's offices, and the most recent version of the organizational bylaws. Contractor is responsible to notify CSD of any changes to the Executive Director, Program Manager, Chief Financial Officer and board roster within 30 calendar days of such occurrence.

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

4.1.3 Where Contractor elects to delegate the signing authority to the chief executive officer or designated officials, CSD will accept either a resolution specific to this Contract or a resolution passed by the governing board that applies to any contract entered into by Contractor. Where Contractor provides a general resolution, Contractor shall maintain documentation that the chief executive officer provided timely and effective communication of the execution and terms of this Contract to the Board. Either a specific or current general resolution must be on file with CSD before execution of this Contract by CSD.

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

### 4.2 Internal Controls Requirements

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

4.2.1 Segregation of duties appropriate to safeguard state assets;

4.2.2 Limited access to agency assets to authorized personnel who require these assets in

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the performance of their assigned duties;

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

4.2.4 Established practices to be followed in the performance of duties and functions;

4.2.5 Personnel of a quality commensurate with their responsibilities; and

4.2.6 Effective internal reviews.

## 4.3 Record Retention Requirements

4.3.1 All records maintained by Contractor shall meet the requirements contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

4.3.2 Contractor shall maintain all records pertaining to this Contract for a minimum period of three years after submission of the final report or until resolution of all related audit or monitoring findings, enforcement actions, including cost disallowance, legal proceedings or other pending matters, whichever is later.

4.3.3 Contractor shall retain and secure all employee and client/applicant records and information in compliance with the Federal Privacy Act of 1974, as amended (5 USC § 552a) and Information Practices Act of 1977, as amended. (Civ. Code §§ 1798 et seq.)

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

## 4.4 Insurance and Fidelity Bond

4.4.1 General Requirements

4.4.1.1 Contractor agrees that the required insurance policies and bonds, specified below, shall be in effect at all times during the term of this Contract.

4.4.1.2 Contractor shall provide CSD with written notice at least 30 calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Contract and, prior to any lapse or reduction in coverage, provide CSD with documentation, as specified in subsection 4.4.1.3, showing substitute coverage has been obtained or alternative

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measures have been taken to ensure compliance with the requirements of this Contract.

4.4.1.3 In the event insurance coverage expires during the term of this Contract Contractor agrees to provide within 30 calendar days of the expiration date, a new Certificate of Insurance (ACORD 25) for not less than the remainder of the term of this Contract. The new Certificate of Insurance (ACORD 25) shall evidence no lapse in coverage. The Certificate of Insurance (ACORD 25) shall identify and name CSD as the Certificate Holder.

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

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

4.4.1.6 With the exception of workers' compensation and fidelity bond, CSD shall be named as an additional insured on all certificates of insurance required under this Contract.

4.4.1.7 The issuance of other CSD contracts, as well as reimbursement payments, to the Contractor may be suspended until evidence of the required current insurance coverage has been submitted to CSD.

4.4.1.8 Should Contractor utilize a subcontractor(s) to provide services under this Contract, Contractor shall indemnify and hold CSD harmless against any liability incurred by that subcontractor(s).

4.4.2 Self-Insurance

4.4.2.1 When Contractor is a self-insured governmental entity, CSD, upon receipt of satisfactory proof of the entity's self-insurance authority, may waive the insurance requirements. A duly authorized county or city risk manager shall provide signed certification of the governmental entity's ability to cover any potential losses under this Contract.

4.4.2.2 Governmental contractors shall specify in writing a list of which coverage(s) will be self-insured under this Contract and shall list all applicable policy numbers, expiration dates, and coverage amounts for coverage which is not self-insured.

4.4.2.3 If a governmental contractor's self-insurance coverage does not contain any changes from the prior year, CSD will accept a certified letter signed

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by authorized personnel, stating that no changes have occurred from the previous year. This letter is due at the time of contract execution or within 30 calendar days of coverage.

4.4.3 Workers' Compensation Insurance

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

4.4.3.2 Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD either a Certificate of Insurance (ACORD 25) or a Certificate of Consent to Self-Insure, issued by the Director of the Department of Industrial Relations, as evidence of compliance with the workers' compensation insurance requirement.

4.4.4 Commercial or Government Crime Coverage (Fidelity Bond)

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

4.4.4.2 Contractor's fidelity bond coverage limits shall not be less than a minimum amount of 4% of the total contract amount, excluding Utility Services, as set forth under this Contract.

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

4.4.5 General Liability Insurance

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

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

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4.4.6 Vehicle Insurance

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

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

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

## 4.5 System Security Requirements

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

4.5.1 Data Protection

4.5.1.1 Data exchanged between CSD and Contractor must be limited to the data fields included on Data Transfer Rules (DTR) documents posted at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx. No personal financial information, e.g., credit card, bank account numbers, shall be stored or exchanged in the data exchange sessions.

4.5.1.2 Access to the above-mentioned data included in the DTR must only be given to authorized personnel to complete essential duties. Authorized personnel are to log into these systems using their own assigned credentials (i.e., no login account sharing). Upon departure of personnel with assigned credentials, the Contractor will remove the employee's

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access to the systems as soon as possible.

4.5.1.3 To the extent Contractor utilizes tablet or other internet-based or mobile devices for client intake and application purposes ("Electronic Intake") in lieu of paper forms and documents, Contractor shall comply with all federal and state information security requirements and with such guidance and protocols as CSD may from time to time issue for the purpose of ensuring the integrity of Electronic Intake, including, but not limited to, the use of electronic signatures, data privacy, security, transfer, and retention requirements.

4.5.1.4 Data exchanged between CSD and Contractor via email communication must have all personally identifying information (PII) and other sensitive information redacted before the document is sent. Alternately, Contractor must encrypt any attachments that have sensitive data using encryption tools and configurations as required by CSD.

4.5.2 Contractor Systems Security

4.5.2.1 The physical location of the computing and data storage devices (e.g. servers) shall be within access-controlled facilities. Individual users may not have access to the data except through their systems that are specifically credentialed for Contractor business. All access will be controlled by authentication methods to validate the approved users.

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

4.5.2.3 Both CSD and Contractor shall keep security patches and anti-virus and anti-malware software up to date on all systems on which data may be used.

4.5.2.4 Contractor shall securely destruct data by sanitizing media prior to disposal.

4.5.3 Trusted Behavior Expectations

CSD's application system and users shall protect Contractor's application system/data and the Contractor's application system and users shall protect CSD's application system/data in accordance with the Privacy Act of 1974 (5 USC § 552a), and Trade Secrets Act (18 USC § 1905), the Stored Communications Act (18 USC §§ 2701 et seq.). Technology and systems code and functionality are owned by the respective parties and may not be shared with anyone else or used without written consent of the owner.

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4.5.4 Incident Reporting

Any party discovering a security incident shall report it in accordance with its incident reporting procedures. Contractor shall, within 24 hours of discovery, report to CSD's Information Security Office at ISO@csd.ca.gov any security incident contemplated herein. Examples include, but are not limited to, stolen or lost equipment, malware/ransomware detection, suspected hacking, etc. Contractor further agrees CSD shall have the right to participate in the investigation of a security incident involving CSD's data, and to cooperate fully with CSD and other relevant State entities during independent investigation of the security incident.

4.5.5 Audit Trail Responsibilities

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

4.5.6 Data Sharing Responsibilities

Contractor shall ensure that all primary and delegated secondary organizations that share, exchange, or use personal, sensitive, or confidential data, pursuant to this Contract and subcontracts issued by Contractor, shall adhere to these security requirements and applicable state and federal law, in addition to further data sharing guidance as may be issued by CSD during the term of this Contract. If data sharing is accomplished via interconnectivity of an application system, then data sharing must be certified to be secure by both parties.

4.5.7 Security Assessment

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

## 4.6 Travel and per diem

4.6.1 Contractor's employee travel costs and per diem reimbursement rates shall be reimbursed in accordance with Contractor's written policies and procedures not to exceed federal per diem requirements and are subject to the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for

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HHS Awards (45 CFR Part 75, including 45 CFR § 75.474).

4.6.2 Contractor shall complete the Out-of-State Travel Form (CSD 536) and keep on file with back up documentation for compliance monitoring. Out-of-State travel is limited to two staff per event, unless otherwise indicated on the Out-of-State-Travel Form CSD 536. Contractor must seek pre-approval, prior to travel, for non-preapproved conferences when more than two staff are attending.

4.6.3 In the absence of a written travel reimbursement policy, Contractor shall receive reimbursement rates not to exceed federal per diem limits.

## 4.7 Conflict of Interest

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

4.7.2 Contractor shall not pay Federal funds received from CSD to any entity in which it or one of its employees, officers, or 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 the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75, including 45 CFR §§ 75.112 & 75.327).

4.7.3 Contractor shall ensure that its employees and the officers of its governing body do not engage in actual or potential conflicts of interest and that no officer or employee who has responsibility for any activity or function with respect to LIHEAP and the implementation of this Contract shall have any personal financial interest in such activity or function or otherwise personally benefit or gain from the activity or function.

4.7.4 Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly

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those with whom they have family, business, or other ties.

4.7.5 Contractor shall not provide LIHEAP services or benefits in situations where an actual or perceived conflict of interest exists, unless the activity is explicitly allowed under Contractor's conflict of interest policies and procedures that are compliant with federal requirements. If Contractor provides program services to owner-occupied or rental dwellings that are owned or managed by the Contractor, its employees, or officers, Contractor shall submit the Property Certification form (CSD 678), in advance of providing weatherization and Energy Heating and Cooling Services (EHCS). Contractor shall ensure that other recipients or potential eligible recipients of services are not prejudiced or adversely affected by the receipt of services by Contractor.

4.7.6 Contractor must demonstrate that it will:

4.7.6.1 Follow all client eligibility and prioritization requirements of the federal and State LIHEAP programs, as applicable to each service or activity;

4.7.6.2 Comply with all dwelling eligibility requirements of this Contract, including but not limited to the prohibition against rent increases after service delivery and multiple dwelling restrictions;

4.7.6.3 Substantiate the need for weatherization and EHCS by completing a dwelling assessment for each individual dwelling unit served; and

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

## 4.8 Procurement Standards

4.8.1 Contract Administration

4.8.1.1 *Maintenance of written procurement procedures.* Contractor shall administer this Contract in accordance with all federal and state rules and regulations governing LIHEAP block grants pertaining to procurement, including the Code of Federal Regulations' Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards and amendments thereto, consistent with the general Code of Federal Regulations compliance requirement in Section 1.5, Article 1 of this Contract 45 CFR Part 75, and pursuant to CPA-A-12-01. Contractor shall establish, maintain, and follow written procurement procedures consistent with the procurement standards in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75) or any subsequent amendments to these standards, and the applicable provisions in this Contract, including but not limited to a

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code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open and free competition.

4.8.1.2 *Eligible Bidders.* Contractor shall not permit any organizational conflicts of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subcontractor performance and eliminate unfair competitive advantage, individuals or firms that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall only award a subcontract to the bidder or offer or whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors relevant to the procurement. Contractor's solicitations shall clearly set forth all requirements that the bidder or offer or must fulfill in order for the bid or offer to be adequately and fairly evaluated by the recipient.

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

4.8.1.4 Contractor shall provide for an open and free competition, to include a cost analysis, in accordance with federal and state law, for the procurement of materials, supplies, equipment, or services.

4.8.1.5 *Non-Competitive bid justification.* If a service or product is of a unique nature, is in response to a public exigency or emergency, or more than one potential vendor/provider cannot reasonably be identified, Contractor shall document adequate justification for the absence of competitive bidding. "Adequate justification" must include but is not limited to:

4.8.1.5.1 Explanation of why the acquisition of goods or services is limited to one vendor or supplier;

4.8.1.5.2 Description of sole vendor/supplier's unique qualifications to provide the goods or services in question; and

4.8.1.5.3 Analysis of cost(s) to demonstrate reasonability.

4.8.1.6 *CSD Lease/Purchase Pre-Approval Requirements*. To ensure that significant procurement transactions are conducted in an open and freely competitive manner, Contractor shall obtain prior written approval from

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CSD of capital expenditures for vehicles and equipment with a unit cost of $10,000 or more through the submission of a Request for Purchase/Lease Pre-Approval (CSD 558) to CSD at least 15 calendar days prior to executing transaction. Transactions without CSD's prior written approval may be disallowed.

4.8.1.7 In all procurements, whether requiring CSD pre-approval or not, Contractor is solely responsible for maintaining adequate procurement records demonstrating compliance with Federal and State requirements.

4.8.1.8 Noncompliance with any of the provisions in this section may result in a disallowance of costs related to the procurement transaction.

## 4.9 Use and Disposition of Vehicles and Equipment

4.9.1 To ensure compliance with the requirements for vehicles and equipment, Contractor shall comply with Uniform Administrative Requirement, Cost Principles, and Audit Requirements for HHS Awards governing the acquisition of equipment with federal funds set forth in 45 CFR Part 75 (including 45 CFR §§ 75.320 & 75.439).

To ensure compliance with the requirements for equipment, vehicles, and the maintenance of equipment and vehicle records, Contractor shall adhere to CPN-A 17-01 or as revised. Contractor shall include information relevant to any purchase/lease pre-approval documented in the CSD 558 submitted to, and approved by, CSD, including the date the request was sent to CSD, the item(s) requested, and date of CSD approval in Contractor's property records.

4.9.2 Contractor shall provide the information specified in CPN-A-17-01, including any supporting documents, to CSD upon request.

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

## 4.10 Subcontracts

4.10.1 Contractor may enter into subcontract(s) to provide services pursuant to this Contract in the service area(s) specified in Section 1.2 of Article 1. Subcontracts must require that parties comply with all applicable provisions of this Contract. Such requirement shall not relieve Contractor from any performance obligation created herein, nor from liability for a subcontractor's failure of performance.

4.10.2 If Contractor elects to subcontract for services, the Contractor's Board authorization and approval must be obtained and communicated to CSD in writing together with notice of execution of the subcontract as provided in Section 4.10.3. Contractor's

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



Board, through a resolution or other official documentation, may elect to delegate the signing authority for the approval of subcontractors to the Chief Executive Officer or designated authority unless such delegation is set forth in the bylaws of the agency and a copy of the provision is communicated to CSD.

4.10.3 Within 60 calendar days of the execution of any subcontract, Contractor shall provide written notification to CSD of the execution of the subcontract as well as identifying information, to include the name of the subcontractor entity, its address, telephone number, contact person, contract amount, and program description of each subcontractor activity to be performed by the subcontractor.

4.10.4 Notification of subcontract execution shall contain certification by Contractor that to the best of Contractor's knowledge, the subcontractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency. For purposes of this certification of subcontractor eligibility, Contractor may rely on information available at https://www.sam.gov/SAM/pages/public/index.jsf.

4.10.5 If CSD determines that Contractor has executed a subcontract with an individual or entity listed as disbarred, suspended, or otherwise ineligible on the Excluded Parties List System as of the effective date of the subcontract, costs Contractor has incurred under the subcontract may be disallowed.

4.10.6 Contractor must ensure that funds expended pursuant to this Contract are allowable and allocable. Contractor must adopt fiscal control and accounting procedures sufficient to enable the tracing of funds paid to any subcontractor to a level of expenditure adequate to establish that such funds have not been used in violation of this Contract. Contractor shall ensure that any subcontracts under this Contract contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor may achieve this through detailed invoices, by periodic monitoring of subcontractor's program activities and fiscal accountability, by retaining a right of reasonable access to the subcontractor's books and records, or by any other method sufficient to meet Contractor's responsibility to substantiate costs required by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

4.10.7 Contractor shall notify subcontractor(s) in writing within five business days of such action in the event CSD suspends, terminates, and/or makes changes to services to be performed that materially alter the obligation of the subcontractor under this Contract.

4.10.8 Contractor is liable for the failure of performance of the terms, conditions, assurances, and certifications of this Contract, without recourse against CSD over matters involving subcontracts entered into for the implementation of this Contract, including but not limited to disputes, claims, or other legal action for breach of contract, negligence, torts, or criminal acts and other misconduct.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



4.10.9 Nothing in this Contract creates or implies a contractual relationship between CSD and any subcontractor or creates any obligation by CSD to any subcontractor. Contractor is liable to CSD for damages to CSD for the acts and omissions of its subcontractors that occur in connection with the implementation of this Contract. Contractor's obligation to pay its subcontractors is independent of any obligation of CSD to pay Contractor, and Contractor shall not represent to subcontractors any such obligation of CSD to pay or ensure payments to subcontractors.

4.10.10 All subcontractors shall be subject to applicable training requirements and shall maintain records of completion and certification in accordance with record-keeping provisions in this Contract. In addition, subcontractors whose training is provided at Contractor's expense will be subject to a retention contract, as indicated in Section 9.1.4.

## 4.11 Complaint Management Policies and Procedures

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

4.11.2 Contractor shall ensure that all formal complaints are documented and include the date, time, client name and address, and nature of the complaint and the actions undertaken by the Contractor to resolve the issue. For purposes of this section, "formal complaint" means a written complaint filed with the Contractor by the complainant.

4.11.3 If the Contractor's efforts did not result in a resolution, the Contractor may refer the applicant or client to CSD. The Contractor shall contact CSD and explain the issue, actions taken to resolve the issue, and provide CSD with all supporting documentation that indicates the nature and extent of Contractor's effort to resolve the issue.

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

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

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

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



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

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

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

4.12.1.4 Provisions to track information on denials and appeals.

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

## 4.13 Fraud, Waste, and Abuse

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

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

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



**SUBVENTION CONTRACT**

# FINANCIAL REQUIREMENTS

## ARTICLE 5 - ADMINISTRATIVE AND PROGRAM EXPENDITURES REQUIREMENTS

### 5.1 Budget Guidelines

5.1.1 Budget and Allocation Forms

5.1.1.1 Upon execution of this Contract, CSD shall release at least 99% of the anticipated annual allocation as reflected in the allocation spreadsheet. The remaining allocation shall be released when CSD receives funds from HHS.

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

5.1.2 Minor Modifications

If Contractor intends to request a minor modification to this Contract, Contractor shall submit a Request for Amendment/Modification Energy (CSD 509), by completing a CSD 509 with a justification supporting the fund transfer or change request. Contractor may submit the signed request for amendment/modification to CSD via email, fax, or hard copy with signature via Mail.

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

5.1.2.1 Transferring funds to increase or decrease the Utility Assistance total allocation;

5.1.2.2 Transferring funds to increase or decrease the Wood, Propane and Oil (WPO) total allocation (ECIP WPO or HEAP WPO);

5.1.2.3 Transferring funds between target service areas, which shall be conditioned upon Contractor meeting its target service areas expenditure requirements, as stated in Article 5.7, Section 5.7.3; or

5.1.2.4 Changes to the Agency Local Plan.

5.1.3 Fund Transfer Requirements

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

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



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

5.1.3.2 Fund Transfer in Service Territory with Multi-Service Areas

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

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

5.1.4 Sufficient Funds for Crisis Services

Contractor must allocate sufficient funds to offer crisis services through at least March 15, 2022 and in accordance with the Agency Local Plan.

5.1.5 Weatherization Waiver

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

## 5.2 Utility Assistance Expenditure Requirements

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

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

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

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

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



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

5.2.2 ECIP Payments - Electric and Gas (Fast Track)

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

5.2.3 HEAP Payments - Electric and Gas

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

## 5.3 Working Capital Advance and Major Purchase Advances

5.3.1 Working Capital Advance (WCA)

Contractor may, in accordance with applicable law, receive WCA payments of allowable program costs per this Contract, provided Contractor complies with the provisions of this section and guidance issued by CSD as is needed to implement this section. In order to receive a WCA, Contractor's financial management systems shall be compliant with the provisions of this Contract, WCA Requirements, applicable CPNs and CPAs, and the standards for fund control and accountability as established in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

5.3.1.1 WCA Requirements include the following standards:

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

5.3.1.1.2 WCA Requirements issued by CSD to Contractor, while conforming to the requirements of this Section 5.3.1, shall take into account the practical requirements and limitations of efficient administration and the effective implementation of this Contract by both Contractor and the CSD;

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5.3.1.1.3 Interest on Advances. Contractor shall deposit all advances in an interest-bearing account. Interest earned, up to $500 per year, may be retained by Contractor for administrative expenses. The account shall be sufficiently segregated to enable the tracking and accounting of WCA funds issued by CSD. Any interest earned on LIHEAP advances shall be accounted for and expended pursuant to 2 CFR § 200.305(b)(9) (45 CFR § 75.305(b)(9)); and

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

5.3.1.2 Contractor shall adhere to the WCA Requirements outlined in CPN-E-19-001, which is available online at: https://agencies.csd.ca.gov/home/Energy/Pages/CPNCPA-Energy.aspx.

5.3.1.3 Major Purchase Advances

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

5.3.1.3.1 Request must be completed via the Major Purchase Advance Request (CSD 144);

5.3.1.3.2 Limited to purchase of items in excess of $10,000;

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

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

5.3.1.3.5 Advance repayment for major purchases will be liquidated upon the first expenditure reporting period following the date of the purchase of the item or items identified in the Request for Pre-approval of Purchase/Lease (CSD 558). An Advance Request (CSD 144) must reflect 100% liquidation in the month following the expected date of purchase;

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5.3.1.3.6 Major Purchase Advance requests will not be granted until such time as no less than 50% of the current WCA has been repaid. The combined total amount of the WCA and Major Purchase advance cannot exceed 25% percent of the Contract or the remaining contract balance, whichever is less; and

5.3.1.3.7 Interest on Major Purchase Advances. Contractor should deposit all major purchase advances in an interest-bearing account. Interest earned, up to $500 per year, may be retained by Contractor for administrative expenses. The account shall be sufficiently segregated to enable the tracking and accounting of Major Purchase Advances funds issued by CSD. Any interest earned on LIHEAP advances shall be accounted for and expended pursuant to 2 CFR § 200.305(b)(9) (45 CFR § 75.305(b)(9)).

5.3.2 WCA and Major Purchase Advance Limits

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

## 5.4 Program Income

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

5.4.2 Determining Net Program Income

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

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

5.4.3 Expenditure, Reporting, and Rollover of Program Income

5.4.3.1 Program income must be expended in accordance with the requirements

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for expenditure of regular LIHEAP funds, for allowable program purposes.

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

5.4.3.3 Contractor's unexpended program income at the close-out of this Contract shall roll over to subsequent LIHEAP contract(s).

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

## 5.5 Wood, Propane and Oil Returned Payments

5.5.1 Contractor shall maintain a tracking-log of returned payments for services provided. Returned payments must not be entered into the Expenditure Activity Reporting System (EARS) or CSD's Combined Outcome Reporting Engine (CORE). Upon receipt of the returned payment Contractor shall make the following attempts to contact client:

5.5.1.1 Make every reasonable attempt to contact client within five business days of receiving the returned payment during the contract term. The following shall constitute a reasonable effort and be maintained in the client file:

5.5.1.1.1 One phone call attempt stating the client has the option to reclaim the returned payment and provide Contractor with the updated vendor information to reissue the returned payment amount; or

5.5.1.1.2 One letter to the client stating the option to reclaim the repayment and provide Contractor with the updated vendor information to reissue the returned payment amount.

5.5.1.2 Hold the returned payment for the client for 10 business days subsequent to all attempts to contact the client.

5.5.1.3 If the client does not contact Contractor within the above time frames the returned payment shall be added to the current WPO allocation tracking log.

5.5.1.4 If Contractor is unable to identify the client of the returned payment the

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payment can be added to the current WPO allocation tracking log.

5.5.2 Contractor may expend returned payments on WPO services during the term of this Contract. Contractor shall report all such expenditures, along with remaining unexpended returned payments, at the close-out of this Contract or at such other time(s) as CSD reasonably requires.

5.5.3 Contractor's unexpended returned payments at the close-out of this Contract shall be returned to CSD.

5.5.4 Returned payments received after the close-out of the contract shall be promptly returned to CSD.

5.5.5 If Contractor is unable to determine whether the returned payment is funded from the current contract, the returned payment shall be promptly returned to CSD.

**5.6 Allowable Costs**

5.6.1 Cost Reporting

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

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

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

5.6.2 Administrative

5.6.2.1 General

5.6.2.1.1 Administrative costs shall not exceed the amounts as set forth in allocation spreadsheet.

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

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



program.

5.6.2.2 Contractor shall use Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75) as a guide for determining administrative costs.

5.6.2.3 Administrative Equipment More Than $10,000—Acquisition Costs

5.6.2.3.1 Acquisition costs shall mean the actual costs associated with the purchase of equipment over $10,000 per unit used for administrative purposes.

5.6.2.3.2 CSD pre-approval is required for the purchases or lease-purchase option of equipment with a total value greater than $10,000 utilizing the Request for Pre-approval of Purchase/Lease (CSD 558).

5.6.2.4 Administrative Out-of-State Travel

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

5.6.3 Program Costs

5.6.3.1 General

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

5.6.3.2 Assurance 16

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

5.6.3.3 Intake

Intake shall be allocated at 8% of the Weatherization Budget and 8% of the ECIP/HEAP Direct Services/Utility Assistance Budget based on the Interim Allocations and/or subsequently the Final Allocation. Reimbursement shall be limited to actual cost up to 8% of Final

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

5.6.3.4 Outreach

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

5.6.3.5 Training and Technical Assistance

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

5.6.3.5.1 If Contractor determines that an increase in the allowable allocation for training and technical assistance is needed to cover the cost of the software database collection system or related automation training as specified below, then Contractor must submit a request to, and obtain prior approval from, CSD.

5.6.3.5.2 Associated training and technical assistance costs may include costs related to travel, admission, materials, and actual salaries/wages. Subcontractor training costs are limited to travel, admission, and materials.

5.6.3.5.3 Training and technical assistance shall include costs associated with the completion of weatherization-related training as specified in the Training Requirement of Section 9.1 of this Contract. Training may include, but not limited to, internal contractor training, safety training, attendance of weatherization-related training to include the software database collection system or other forms of training to aid in the development and skill of staff in utilizing and supporting internal program automation systems, and/or weatherization-related workshops sponsored by utility companies, Department of Energy (DOE), or CSD training. CSD training may include Local Service Provider's Meeting and Association of California Community and Energy Services Roundtable Meetings, and/or other organizations offering a component of weatherization training, and/or is necessary to carry out the

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direct delivery of services.

5.6.3.5.4 Training for job corps and workforce development trainees shall be limited to required CSD health and safety training sessions, unless otherwise approved by CSD.

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

5.6.3.6 Acquisition Costs

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

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

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

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

5.6.3.7 Other Program Costs:

5.6.3.7.1 Other Program Costs

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

5.6.3.7.2 Workers' Compensation

Workers' Compensation shall mean those actual costs associated with workers' compensation coverage for program

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staff whose salaries and wages are chargeable under program costs.

5.6.3.8 Liability Insurance

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

5.6.3.9 General Operating Costs

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

5.6.3.10 Automation Costs

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

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

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

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



to administrative functions shall be reported as administrative costs pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards (45 CFR Part 75).

5.6.3.10.4 Contractors with multiple LIHEAP contracts for the same contract year are limited to reimbursement up to $50,000 per contract. Contractor shall allocate costs among contracts when permitted and may not charge the same costs to more than one contract.

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

5.6.3.10.6 CSD System-related IT costs that exceed the maximum AC amount of $50,000 may not be reimbursed by CSD.

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

5.6.3.10.8 Upon approval by CSD, Contractor may procure, from Hancock™ or ServTraq©, a new automated reporting system with supplemental functionality beyond basic CSD System reporting requirements. The following provisions apply to Hancock™ and ServTraq© System Users:

5.6.3.10.8.1 If Contractor elects to procure a new automated IT reporting system, it is the Contractor's obligation to ensure that the system procured is fully compliant with CSD System requirements. CSD's responsibility is limited to providing Contractor or its vendor with the applicable system specifications, interface and security protocols;

5.6.3.10.8.2 If Contractor expended funds in a prior year for a system and now wants to purchase a new system with AC funds, Contractor must utilize unrestricted funds, to bear the full cost of the conversion to such an alternative system. Similarly, Contractor may not use future annual AC funding for such conversion. Any alteration to this provision requires prior written approval from CSD and must include the submission of a revised AC plan; and

5.6.3.10.8.3 Systems and services procured by Contractor in order to obtain and implement Hancock™ or ServTraq© system shall be conducted in compliance with Contractor's procurement policy and with all applicable LIHEAP contract requirements and the provisions of federal and state law. Contractor may, at

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



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

5.6.3.11 Weatherization Program Activities

Weatherization Program Activities shall mean those costs associated with the installation of measures to those dwellings weatherized and reported as completed, to include but not limited to, assessment, diagnostic testing, labor, materials, subcontractors, environmental inspections, permits, Home Energy Rating System (HERS Raters), and Environmental Hazard Work weatherization materials.

5.6.3.12 ECIP Emergency Heating and Cooling Services (EHCS)

ECIP EHCS shall mean those costs associated with emergency heating and cooling repair and replacement services and other related costs, including costs associated with labor, materials, subcontractors, permits, HERS Raters, Environmental Hazard Work weatherization materials, and diagnostics all as further defined by the ECIP Policy and Procedures, and the Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy. The ECIP Policy and Procedures is hereby incorporated by reference to this Contract and available on the CSD Local Agencies Portal at https://agencies.csd.ca.gov/home/Energy/Documents1/ECIP%20Policy%20and%20Procedures.pdf#search=ECIP%20Policy.

## 5.7 Service Area Expenditures Requirements

5.7.1 For purposes of this section the following definitions apply:

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

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



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

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

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

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

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

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

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

5.7.2.3 Some combination of 5.7.2.1 and 5.7.2.2 above.

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

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

5.7.3.2 Contractor shall, as requested by CSD, submit a LIHEAP Production Plan estimating the number of households served by the designated allocation for each Target Service Area and the Agency Local Plan explaining how Contractor will conduct targeted outreach activities, identify service needs

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



in Target Service Areas and track expenditures.

5.7.3.3 At the time of close-out, Contractor shall submit a report comparing Contractor's production estimates, by Service Area, to actual expenditures, what lessons were learned, and what changes in operations are anticipated in coming years.

5.7.3.4 Contractor may, subject to CSD's written approval, expend a portion of a Target Allocation in another service area in which Contractor provides services pursuant to this Contract, under the following circumstances:

5.7.3.4.1 When there is no acute need or ready opportunity for full expenditure of direct program funds in the Target Service Area; and

5.7.3.4.2 When Contractor can readily expend direct program funds in an alternate service area to avoid under expenditure or a loss of funding.

5.7.4 Notwithstanding the provisions of Section 5.7.3, Contractor is authorized under the terms of this Contract to combine the Administrative, Intake, Outreach, Assurance 16, and other program support costs, including liability insurance, workers' compensation, and general operating portion of grant allocations for multiple Service Areas for purposes of efficiency and effective contract implementation, provided such combining of funds does not unduly impair the equitable provision of services or otherwise disadvantage potential recipients of benefits in any Service Area.

## 5.8 Reimbursement Guidelines

5.8.1 Claims for Reimbursement

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

5.8.2 Assurance 16

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

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



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

5.8.3 Wood, Propane, and Oil Assistance

5.8.3.1 HEAP WPO

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

5.8.3.2 ECIP WPO

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

5.8.4 Weatherization and EHCS Specific

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

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

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

5.8.4.4 Contractor may claim reimbursement for labor and material expenses associated with Environmental Hazard Work activities intended to assure the health, safety, and well-being of workers and dwelling occupants during the performance of in-home Weatherization and EHCS services under this Contract. Environmental Hazard Work activities include activities to prevent exposure related to the disturbance of asbestos, lead paint and the COVID-19 virus. Materials shall include items that are disposable or have temporary use, such as Tyvek suits, hand sanitizer, cleaning supplies, disposable face masks, HEPA vacuum cleaner

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bags/filters, etc. Labor shall include those activities related to prepping and cleaning within the workspace to prevent contamination.

5.8.4.5 Maximum Reimbursement

5.8.4.5.1 Contractor shall be entitled to reimbursement for actual cost, not to exceed the maximum average of $7,669 per dwelling unit weatherized with respect to the energy conservation measures and activities described in Reimbursement Rates for Weatherization and EHCS Activities located on the CSD Local Agencies Portal at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx. The formula for determining the maximum average reimbursement rate is specified in Article 13, "Definitions".

5.8.4.5.2 For emergency ECIP EHCS provided outside Contractor's normal business hours of operations, Contractor may exceed the maximum cost limits allowed for repair and replacement services. Contractor shall not request reimbursement for more than one heating and/or cooling unit repaired or replaced per household.

5.8.4.6 Measure Reimbursement

5.8.4.6.1 Measure Maximums

5.8.4.6.1.1 For those Weatherization and EHCS measures that have an established maximum rate, the reimbursement amount shall be equal to the actual labor costs of Weatherization or EHCS crew members and the actual cost of the materials, subcontracted services not to exceed the maximum reimbursement allowable.

5.8.4.6.1.2 Weatherization or EHCS measure costs exceeding the maximum reimbursement limit cannot be offset by charging the cost difference to another weatherization measure or another CSD program.

5.8.4.6.1.3 When costs for a measure exceed the maximum reimbursement allowed, Contractor shall obtain prior written approval from CSD to exceed the maximum cost reimbursement and/or quantity limit for weatherization and ECIP HCS measures as described in Reimbursement Rates for

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



Weatherization and ECIP EHCS Activities located in Article 13. Otherwise, at the Contractor's discretion, Contractor may elect to not provide the weatherization measure/service in the event the total cost exceeds the maximum cost reimbursement.

5.8.4.6.2 Assessments and Diagnostics

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

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

5.8.4.6.2.2.1 For dwellings weatherized under this Contract, Contractor may claim reimbursement for a modified dwelling assessment, as defined in Article 13, to perform reweatherization or callback services during the useful life period of the initial dwelling assessment.

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

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

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

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

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



5.8.4.6.2.6 HERS Rater and permit fees are acceptable expenses and may be charged only once per dwelling to ECIP EHCS or LIHEAP weatherization or DOE weatherization per weatherized dwelling. HERS Rater fee and permit reimbursement include subcontractor cost, staff time on job site, and fees that will be reimbursed based on the actual cost.

5.8.4.6.3 Labor Reimbursement

5.8.4.6.3.1 Contractor shall bill the number of actual labor hours and actual labor cost incurred by weatherization crew members or other persons associated with the installation, assessment and inspection of weatherization measures, removal of debris and appliances, the procurement of permits and services performed by HERS Raters.

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

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

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

5.8.4.6.3.5 Labor expenses for weatherization service delivery shall exclude labor expenses associated with training, travel to weatherization job sites, staff time not associated with the direct installation and/or performance of weatherization services and activities on the job site, downtime and general operating expenses as provided in subsection 5.8.4.6.5 Other Program Costs.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



5.8.4.6.3.6 Lead Safe Weatherization

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

5.8.4.6.4 Heating and Cooling Services (HCS/EHCS)

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

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

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

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

5.8.4.6.5 Other Program Costs

5.8.4.6.5.1 Wages—Field Staff

Contractor may request reimbursement for the actual labor costs including benefits related to weatherization supervisors, assessors, inspectors, and crew members that are allocable to the program

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



but not associated with the direct installation and/or performance of weatherization services/activities on the job site and training, including, but not limited to: job scheduling, job preparation, travel time, disposal of appliances and materials, building and prepping of weatherization materials away from the job site and downtime in accordance with any guidance issued by CSD.

5.8.4.6.5.2 Wages – Program Management and Support

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

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

5.8.4.6.5.3 Lodging and Per Diem

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

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



5.8.4.6.5.4 Disposal Fees

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

5.8.4.6.5.5 Vehicle and Equipment Repair, Maintenance and Fuel

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

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

5.8.4.6.5.6 Historic Preservation Reviews

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

5.8.4.6.5.7 Waste Breakage

Waste breakage are those expenses associated with weatherization materials that have been damaged and are part of Contractors' inventory or special-order materials that are allocated to CSD programs. The cost of weatherization materials that are damaged and benefit multiple programs must be prorated accordingly. Costs must be directly associated to net changes in inventory and not

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associated with materials chargeable to another measure line item. Reimbursement for waste breakage is not allowable for subcontractors.

5.8.4.6.5.8 Ancillary Supplies

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

5.8.4.6.5.9 Solar Water Heating Maintenance

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

5.8.4.7 Dwelling Status

5.8.4.7.1 Completed Units

5.8.4.7.1.1 Except as otherwise provided in the CSD Technical Reference Manual (TRM), Contractor shall not report a weatherized dwelling as completed nor shall Contractor request reimbursement for a weatherized dwelling until all weatherization measures identified as feasible during the dwelling assessment have been installed, and inspected by a Quality Assurance Inspector, and all inspection fails have been resolved.

5.8.4.7.1.2 Contractor shall not bill for incomplete units or prematurely close a unit with outstanding, unfinished weatherization measures in order to receive reimbursement for work completed. If there are measures found to be non-feasible by crew members after the initial assessment, the reason for

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the non-feasibility shall be documented in the client file and, the job shall be reported as completed in accordance with subsection 5.8.4.7.1.1.

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

5.8.4.7.1.4 ECIP EHCS

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

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

5.8.4.7.2 Building Permits

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

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

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



5.8.4.7.3 Previously Weatherized Dwellings

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

5.8.4.7.4 Leveraging Funds

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

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

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

5.8.4.7.4.3 Contractor shall not bill multiple funding sources for the same product or service unless costs are allocated in such a manner that billing is not duplicative and Contractor receives no more than the total cost of the products and services provided.

5.8.5 SWEATS

5.8.5.1 Reimbursement shall be in accordance with CPN-E-20-01 SWEATS Policy.

5.8.5.2 Public Safety Power Shut-Off Preparedness (PSPS) reimbursement shall be in accordance with CPN-E-20-02 PSPS Emergency Preparedness Pilot Policy and CPN-E-20-02M2.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



## ARTICLE 6 - REPORTING POLICIES AND PROCEDURES

### 6.1 Reporting Requirements

6.1.1 General

6.1.1.1 Contractor shall submit required client/job detailed data for Weatherization and ECIP EHCS activities to CSD's Weatherization Database on a monthly basis, for the period in which the service activity occurred and for which reimbursement for the service activity is requested.

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

6.1.1.2 Contractor shall request reimbursement for expenditures associated with all Contract activities (excluding ECIP Fast Track and HEAP Electric and Gas) by reporting in the EARS, in accordance with CPN-E-19-002; Energy Policies and Procedures, which is available online at: https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

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

6.1.1.2.2 Expenditures for Weatherization Program Costs and Activities shall be reimbursed through the LIHEAP Monthly Weatherization Expenditure Activity Report via EARS.

6.1.1.2.3 Contractor shall submit adjustments in accordance with CPN-E-19-002.

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

6.1.1.3 Contractor shall ensure that the data reported in the Weatherization Database and the request for reimbursement reported in EARS, reconcile in accordance with CPA-E-18-005.

6.1.1.4 Contractor shall submit client details electronically to CORE for ECIP Fast Track, HEAP Electric and Gas, ECIP WPO, and HEAP WPO.

Contractor shall submit to CORE, applications that have received a pledge

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



for ECIP Fast Track or HEAP Electric and Gas to CORE, within the timeframe specified in the Direct Pay Utility Pledge Timeframe document located on the contract page of the CSD Local Agencies Portal.

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

6.1.1.6 Reporting System Requirements

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

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

6.1.2 Solar Warranty and Maintenance Reporting

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

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

6.1.2.2 Reason for warranty and/or maintenance work (what was the problem);

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



6.1.2.3 The date (or dates) on which warranty and/or maintenance work was provided; and

6.1.2.4 List of the costs charged to the LIHEAP contract for the warranty and/or maintenance work.

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

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

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

6.1.3 CSD Review and Approval of Reports

6.1.3.1 CSD shall review and approve Contractor's monthly reimbursement/activity reports before offsets to advances or reimbursement payments are issued. CSD will conduct an ongoing evaluation of Contractor's performance related to program and fiscal operations and its demonstrated ability to effectively utilize all funds available under this Contract.

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

6.1.4 Close-out Report

6.1.4.1 Contractor shall submit on appropriate CSD forms, a close-out report, verifying all actual, allowable, and allocable costs earned during the term of this Contract and return all excess reimbursement and unexpended funds to CSD within 30 calendar days of the expiration of this Contract. If Contractor fully expends funds prior to the end of the contract term, all appropriate CSD close-out forms shall be submitted within 30 calendar days of final expenditure.

6.1.4.1.1 Administrative costs, outreach, intake, Assurance 16, Training and Technical Assistance shall not exceed the maximum allowable amounts.

6.1.4.1.2 Administrative and Assurance 16 costs shall remain

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



proportionate to the cumulative allowable program expenditures for Direct Services and Utility Assistance. Any Administrative and Assurance 16 costs that exceed these limits shall be disallowed.

6.1.4.1.3 Subsequent payments, including advance payments, for LIHEAP or other CSD contracts may be withheld, absent timely receipt of the close-out report of this Contract.

6.1.4.2 The issuance of other CSD contracts, and reimbursement and advance payments for existing contracts, may be withheld, absent receipt of the close-out report which is due no later than 30 calendar days after Contractor fully expends or the end of the Contract term.

6.1.4.3 The close-out report shall include the following:

6.1.4.3.1 Close-out checklist with authorized signature (CSD 733);

6.1.4.3.2 Interest and Program Income Earned Reconciliation Report (CSD 733F);

6.1.4.3.3 Report comparing production estimates, by Service Area, to actual expenditures, what lessons were learned, and what changes in operations and service delivery are anticipated in coming years; and

6.1.4.3.4 Equipment Inventory Schedule (CSD 733G).

6.1.4.4 Interest and Program Income-Earned

Contractor shall use a CSD 733F, LIHEAP Interest and Program Income Earned Close-out Reconciliation, to report actual costs and/or interest income earned and expended. Pursuant to22 CCR § 100855 and in accordance with CPN-A-18-01 Program Income, program income earned and expended are subject to the expenditure and reimbursement guidelines for the program year in which expenditures occurred.

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

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



**SUBVENTION CONTRACT**

**PROGRAMMATIC REQUIREMENTS**

## ARTICLE 7 - PROGRAM POLICIES AND PROCEDURES

### 7.1 LIHEAP Agency Local Plan

7.1.1 Contractor shall submit an annual LIHEAP Agency Local Plan to CSD by a date as determined by CSD. The LIHEAP Agency Local Plan is intended to systematize the gathering of planning information to assist CSD with its obligations under federal statute to provide programmatic assurances to the Secretary of the U.S. Department of Health and Human Services under the LIHEAP block grant and to enable the Contractor to plan and propose an annual budget that is consistent with the purposes of the Low-Income Home Energy Assistance Program and reflective of the needs of the local low-income population.

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

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

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

### 7.2 Program Standards and Regulatory Requirements

7.2.1 Program Standards

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

7.2.1.1.1 CSD TRM;

7.2.1.1.2 ECIP Policy and Procedures;

7.2.1.1.3 Official State and Federal Program Notices and Guidance Documents;

7.2.1.1.4 Current Eligibility and Verification Guide;

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



7.2.1.1.5 Weatherization DTR; and

7.2.1.1.6 Utility Assistance Data Transfer Business Rules.

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

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

7.2.2 Regulations

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

7.2.2.2 All work performed by Contractor shall be in compliance with the most current and applicable provisions of the California Energy Commission Building Energy Efficiency Standards, Alterations under Title 24, Part 6, of the California Code of Regulations, California Home Energy Rating System (HERS) Program regulations.

7.2.2.3 Services provided to all covered pre-1978 dwellings shall be in compliance with the most current Environmental Protection Agency rules in 40 CFR 745 et seq., Lead-Based Paint Poisoning Prevention in Certain Residential Structures, and the Housing and Urban Development rules in 24 CFR 35 et seq., and Lead-Based Paint Poisoning Prevention in Certain Residential Structures.

7.2.2.4 All materials utilized for weatherization and ECIP EHCS purposes shall be in conformance with the Department of Housing and Human Services rules in 45 CFR Part 75, Uniform Administrative Requirements for Cost Principles, and Audit Requirements for HHS Awards.

7.2.2.5 All materials used must be in compliance with Department of Energy rules in 10 CFR Part 440.

7.2.3 Title 24

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

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



7.2.3.2 The Title 24 energy conservation measure requirements to be applied are those applicable to the California Energy Commission (CEC) Climate Zone where the dwelling is located. For a listing of the CEC climate zones, refer to the CSD Local Agencies Portal website at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

7.2.3.3 Contractor shall obtain the services of a qualified HERS Rater when required to perform required field verification and diagnostic testing on applicable weatherization measures and building alterations performed under this Contract.

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

7.2.4 Pre-1978 Dwellings

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

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

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

## 7.3 Prioritization of Services

7.3.1 Contractor assures that ECIP, HEAP, and Weatherization activities are conducted in accordance with the Agency Local Plan in Article 14.

7.3.2 Activities shall be designed to provide assistance to low-income households in meeting their home energy costs, particularly those with the lowest incomes that pay a high proportion of household income for home energy, and that such methods to be

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utilized, and shall assure that eligible households, particularly those households with elderly individuals, disabled individuals, or children five years and under are made aware of the assistance available under this Contract.

## 7.4 Service Priority Guidelines

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

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

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

7.4.3 Due to limited funding, contractors are discouraged from providing either:

7.4.3.1 Energy assistance benefits to households with substantial credit(s) on its utility bills; and/or

7.4.3.2 Weatherization services to dwellings previously weatherized under LIHEAP within the past four years. Contractors shall prioritize services to previously weatherized dwellings in accordance with the Agency Local Plan in Article 14.

7.4.4 Equitable Treatment

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

## 7.5 Outreach and Intake Activity Guidelines

7.5.1 Outreach

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

7.5.2 Intake

Contractor shall use intake program funds for determining eligibility of applicants

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



seeking LIHEAP services. Services include the process of completing an intake application and reviewing applicant documentation. Contractor shall:

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

7.5.2.2 Ensure applicants have access to applications, whether in hardcopy, electronic format, during regular business hours. Contractors whose offices are not staffed Monday through Friday must arrange for alternative points of access to LIHEAP applications. Contractor may satisfy this requirement by posting their application for download on their website or post a link directing applicants to an application posted at CSD's website at www.csd.ca.gov or at alternate location(s) or by mailing applications;

7.5.2.3 Accept applications for assistance during regular business hours;

7.5.2.4 Accept applications for ECIP Fast Track and WPO at sites that are geographically accessible to all households in the area served by Contractor;

7.5.2.5 Provide low-income individuals who are physically infirm with the means to submit applications for HEAP and ECIP without leaving their residences;

7.5.2.6 All sites where intake is conducted must be accessible to the disabled;

7.5.2.7 Contractor shall utilize the Energy Intake Form (CSD 43), or approved Contractor's equivalent, as a multipurpose form for referrals to the LIHEAP Weatherization program, the ECIP EHCS program, HEAP program, and DOE program; and

7.5.2.8 If Contractor opts to "pre-screen" applicants for benefits by discussing eligibility criteria and by counseling potential clients in advance of their completing and submitting an Energy Intake Form (CSD 43) or approved Contractor's equivalent, Contractor must apply income guidelines and Contractor's Priority Plan when prescreening applicants. If the applicant appears to be ineligible, Contractor must so inform the applicant but must nevertheless notify prescreened applicants of the right to apply for benefits upon changes in the prescreened applicant's circumstances and status. Energy Intake Form (CSD 43) or approved Contractor's equivalent must be provided to a potential client upon request, whether or not a prescreening process is employed.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



7.5.3 Applicant Written Notification of Benefits

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

7.5.3.1 If approved, the notice shall indicate the nature and an approximate timeframe in which the utility assistance payment will be provided and when weatherization services may be scheduled or if a referral was made to for weatherization services. The name of the utility company and the amount of the benefits also shall be included in the notification for Utility Assistance.

7.5.3.2 If denied, the notice shall indicate the reason for the denial and information regarding the appeal process.

7.5.3.3 If incomplete, the notice shall indicate what additional information or documentation is required.

7.5.3.4 If pending review, the notice shall provide a revised estimate of when the status of the application will be determined. Contractor must follow-up with a notification when a determination has been made.

7.5.3.5 If added to the waitlist for weatherization and the application is not processed, the notice shall provide the amount of time the application will be kept on file, disclaimer that the applicant is not guaranteed services and how applications are prioritized for services.

## 7.6 Assurance 16 Activity Guidelines

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

7.6.1 Needs Assessment

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

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



7.6.2 Client Education/Budget Counseling – General Requirements

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

7.6.2.1 Information regarding the importance of applying for energy assistance prior to falling behind in utility payments and information concerning various utility company budget payment plan(s) and other forms of energy assistance offered within the State;

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

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

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

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

7.6.3.2 Contractor shall provide the EPA pamphlet, "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools."

7.6.3.3 Contractor shall provide to all clients the EPA pamphlet, "A Brief Guide to Mold, Moisture, and Your Home."

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

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

7.6.3.6 Contractor shall provide all clients with the EPA pamphlet, "A Citizen's Guide to Radon: The Guide to Protecting Yourself and Your Family from Radon."

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



7.6.4 Coordination

7.6.4.1 Contractor shall refer all potentially eligible applicants, including HEAP applicants, to the LIHEAP Weatherization Program, ECIP EHCS, California Alternative Rates for Energy Program (CARE), Reduced Rate Program (RRP), Arrearage Management Payment (AMP) Plan, DOE, or other energy or conservation programs. Contractor shall coordinate its activities with other federal, state, or local energy conservation programs with the goal of conserving energy, improving thermal efficiency, or defraying energy costs of low-income households.

7.6.4.2 Contractor shall provide assistance in coordinating the payment of client's energy/utility bill with the appropriate energy vendor or utility company. Contractor may also perform other coordinative activities with energy vendors/utility companies to provide input relative to the energy assistance needs of California's low-income households and a proactive educational concept in serving clients. This includes attending the California Public Utilities Commission's Low-Income Oversight Board Committee meetings.

## 7.7 Leveraging Activities

7.7.1 When ECIP EHCS services are provided Contractor shall refer, schedule or recommend a subsequent weatherization assessment, in accordance with the CSD TRM.

7.7.2 Leveraging weatherization funds may be used to install feasible measures in accordance with the CSD TRM. Client files shall be documented accordingly.

7.7.3 If Contractor is leveraging with non-CSD funded programs to meet CSD program requirements, then Contractor shall ensure that any non-CSD leveraged-funded activity performed in conjunction with the Weatherization and/or the ECIP EHCS program, is in conformance with weatherization guidelines. If permitted by the leveraged-funding source, Contractor shall document within the Weatherization and/or ECIP client file the activity performed, date of the activity performed, and the source of the leveraged funds. If the leveraged-funding source prohibits the disclosure of such information, Contractor shall as a minimum make reference to the leveraged activity within the weatherization and/or ECIP client file.

7.7.4 If Contractor is leveraging with DOE, all DOE requirements shall apply.

7.7.5 CSD may use information about leveraged activities paid for with funds from leveraged-funding source for the purpose of verifying the delivery of services. CSD may review and verify or use a third-party inspector to review and verify that the leveraged-funded activities conform to applicable LIHEAP standards and practices.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



## 7.8 Record-Keeping Responsibilities

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

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

7.8.3 Contractor shall make a reasonable effort to collect the completed Client/Customer Consent Form and Authorization to collect energy usage data when the client applying for services is not the person listed as the account holder of the utility bill. Client services shall not be denied if the client or bill account holder refuses to sign the consent form.

7.8.4 All Client Files – General Requirements

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

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

7.8.4.2 Energy Intake Form (CSD 43) or approved Contractor's equivalent. Priority points must be written in the designated space on the Intake form;

7.8.4.3 Multi-Family Property Intake Form (CSD 43 MFP) or approved Contractor's Equivalent;

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

7.8.4.5 Documentation supporting eligibility in accordance with the Eligibility and Verification Guide;

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

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



services in accordance with Assurance 16 requirements;

7.8.4.7 Client denial or approval notification; and

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

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

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

7.8.5.1 Documentation that substantiates the requested ECIP Fast Track supplemental payment including the total amount due (at the time of intake) to the utility company, reconnection fees, and any other assessed utility fees/surcharges; it shall provide the condition(s) that establishes eligibility for benefits in accordance with ECIP Fast Track Benefit Determination Section 8.3 in subsection 8.3.3.3; and

7.8.5.2 Documentation substantiating the portion of rent that is allocated toward energy costs.

7.8.6 Client Files - Weatherization and/or ECIP EHCS Specific

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

7.8.6.1 CSD Dwelling Assessment (CSD 540 series) or approved Contractor's equivalent;

7.8.6.2 Combustion Appliance Safety Inspection (CASIF) (CSD CASIFs 700 or CSD 702 series);

7.8.6.3 Shell Leakage Data Sheet (CSD 704);

7.8.6.4 Duct Test Data Sheet (CSD 706);

7.8.6.5 CSD Weatherization Deferral (CSD 542) and other source documentation supporting deferrals and appeals;

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

7.8.6.7 ECIP EHCS Assessment (CSD 57);

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



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

7.8.6.9 Energy Service Agreement for Occupants (CSD 515A) or approved Contractor's equivalent;

7.8.6.10 Energy Service Agreement for Rental Property Owners (CSD 515B) or Contractor's equivalent;

7.8.6.11 Contractor Post-Weatherization Inspection Report (CSD 611);

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

7.8.6.13 Client confirmation of work completed;

7.8.6.14 Required building permits or buildings permit applications, or documentation of permit cost; and documentary evidence of final permit;

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

7.8.6.16 Waivers from CSD to exceed maximum costs of weatherization measures;

7.8.6.17 Documentation that substantiates all actual labor hours including a time and activity log associated with each job;

7.8.6.18 Documentation of weatherization measures installed and leveraged with other CSD and non-CSD weatherization program funds;

7.8.6.19 Documentation that substantiates the criteria and basis for replacement of gas and electric appliances, including results of required diagnostic tests, and the non-feasibility of Mandatory Measures not performed or installed;

7.8.6.20 Documentation indicating the manufacturer, manufacture date, make, and model and metering information for all refrigerator replacements;

7.8.6.21 Documentation referring to CSD or non-CSD weatherization;

7.8.6.22 Documentation of HERS inspection report and a copy of the invoice from the HERS Rater, in addition to the Residential Compliance Form (CF-1R, CF-4R and CR-6R);

7.8.6.23 Documentation providing evidence that the client receiving disaster-related services was a victim of a natural disaster;

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



7.8.6.24 All Historic Preservation Online (HPO) review documentation, including copies of the printed Project Description sheet (PDS) and HPO site e-mails;

7.8.6.25 Photographic documentation as required by the CSD TRM;

7.8.6.26 Building File Report (BFR) and Improvement Analysis Report (IAR) in each client file and retention of electronic audit file;

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

7.8.6.28 Lead Safe Weatherization and Lead Renovation, Repair and Painting Compliance Report (CSD 708);

7.8.6.29 Notice of Survey by Electrical Contractor (CSD 543);

7.8.6.30 REM Energy Audit Entry Form (CSD 544);

7.8.6.31 Insulation Certificate (CSD 610); and

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

7.8.7 Client Files – SWEATS Specific

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

7.8.8 Translation of Forms

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

7.8.9 Weatherization and ECIP EHCS Specific

7.8.9.1 Labor and Materials

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

7.8.9.1.2 Contractor shall document all costs expended under this Contract with purchase orders, inventory records, and payroll

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



records identifying the funding source.

7.8.9.1.3 Contractor shall maintain documentation in such a manner to prove that materials used under this program conform to the requirements contained within the CSD TRM and state, county, or local regulations.

7.8.9.2 Training

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

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

7.8.9.2.2 Contractors shall maintain all training records in the Training Database for trainings provided by third parties for OSHA 10, OSHA 30, and EPA Renovator certifications as designated by CSD.

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

7.8.9.2.4 Contractors shall update the Training Database employee information on or before the first day of each subsequent month.

7.8.9.3 Equipment

7.8.9.3.1 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.

7.8.9.3.2 Contractor and subcontractors who perform shell leakage

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



testing and duct leakage diagnostic tests shall maintain the Manometer Calibration Log (CSD 786) documenting the calibration of all manometers as required.

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

7.8.9.4 Energy Audits

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

7.8.9.4.2 Contractor shall make all records generated from the REM/Design audit software accessible to CSD, or a third-party inspector acting on CSD's behalf, for the purpose of a third-party inspections or monitoring.

7.8.10 Automation

7.8.10.1 Contractor shall use an automated application system capable of supporting LIHEAP's (Weatherization, ECIP EHCS, ECIP WPO, and HEAP WPO) data collection, reporting requirements, and client data transmission to CSD. No database transfer will be accepted prior to the completion of successful data file transfer testing to CSD. Contractor shall submit the data in accordance with CSD's Weatherization DTR layout found at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx. Contractor shall exercise best practice and perform a daily backup of all client data/application systems that capture LIHEAP service detail. Contractor shall assure that adequate files are maintained as required in Section 7.8.

7.8.10.2 Contractor shall also be responsible for monitoring the CORE online reports and for resolving payment issue(s) related to the delivery of benefits. The Agency Allocations/System Maintenance screen shall display historical and current detail level of program allocation information, summarizing Contractor's annual program allocation, expenditures, and returned benefits eligible for reissuance, if any. The Variance Report shall display the detail level of benefit information

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



whereby the eligible benefit amount differs from the paid benefit amount. For resolution of partial credit returns, Contractor shall be responsible for following up with the client to resolve payment issue(s) and for providing CSD with the necessary information to reissue benefit(s). For full credit returns and warrant redeposits, Contractor shall be responsible for resolving and updating client data in CORE to reissue benefit(s).

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

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



## ARTICLE 8 - PROGRAM IMPLEMENTATION

### 8.1 HEAP/WPO Activity Guidelines

8.1.1 Applicant Eligibility

8.1.1.1 Assistance shall be available only to households with incomes that do not exceed an amount equal to 60% of the State median income.

8.1.1.2 Income verification must be for one month. For acceptable types of documentation and processing timeframes, refer to the current LIHEAP Eligibility and Verification Guide at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx.

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

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

8.1.3 Contractor may establish a maximum benefit for HEAP WPO payments; such maximum shall be consistently applied. ECIP WPO payments cannot exceed $1,000.

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

8.1.5 Once applicants meet the eligibility and prioritization criteria and funds are available:

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

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

8.1.5.3 CSD will not make payments to clients for WPO assistance; and

8.1.5.4 Before paying energy vendors, Contractor shall verify that charges for the

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



services and goods provided are reasonable and within fair market value.

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

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

## 8.2 Weatherization Activity Guidelines

8.2.1 Applicant Eligibility

8.2.1.1 Assistance shall be available only to households with incomes that do not exceed an amount equal to 60% of the State median income.

8.2.1.2 Income verification must be for one month. For acceptable types of documentation, refer to the current LIHEAP Eligibility and Verification Guide at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx.

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

8.2.1.4 The income certification shall remain in effect for a period of 120 days from the date applicants are deemed eligible for services.

8.2.1.5 Contractor shall recertify household's income eligibility by obtaining updated income verification documentation if the dwelling assessment has not been completed within 120 days from the income certification date.

8.2.1.6 In the event the Contractor is unable to perform all weatherization services within the 180 days from dwelling assessment date, Contractor shall obtain updated income verification documentation to recertify the household's income eligibility.

8.2.1.7 If a dwelling has been previously weatherized occupant eligibility must be recertified, except when the dwelling is being weatherized under the Disgorgement Assistance Program (DAP). If leveraging with the DAP program in a previously weatherized dwelling, the dwelling and occupant eligibility is in effect for 365 days from the certification date.

8.2.1.8 Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for wood, propane, and

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



oil to determine the client's energy burden.

8.2.2 Dwelling Eligibility

8.2.2.1 Contractor shall perform the assessment of weatherized dwellings within 120 days of the income certification date to receive weatherization assistance services.

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

8.2.2.3 Contractor shall complete weatherization services within 180 days from the date of the original assessment of a dwelling.

8.2.2.4 Permission to Provide Services

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

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

8.2.2.5 Rent Increase Restrictions

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

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



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

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

8.2.2.6 Multi-Unit Dwellings

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

8.2.2.6.1.1 Are eligible dwelling units, or

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

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

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

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

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



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

8.2.2.7 Previously Weatherized Dwellings

8.2.2.7.1 Once a dwelling has been submitted to CSD for reimbursement as a completed unit, any subsequent weatherization services provided to the dwelling shall be considered reweatherization, unless the work performed is for a call-back as specified in 8.2.2.8 below.

8.2.2.7.2 A previously applied measure may be reinstalled during its useful life term, as described in the Reimbursement Rates for Weatherization and EHCS Activities, due to premature failure or if the measure was destroyed by the prior-occupying household. Justification for the replacement must be documented in the client file.

8.2.2.7.3 Unoccupied multi-unit dwellings previously weatherized in accordance with this Contract and which receive appliance repair and/or replacement services upon occupation by an eligible tenant, shall be deemed re-weatherized dwellings.

8.2.2.7.4 If a dwelling has been previously weatherized under a CSD or another federal or non-federal program, Contractor may provide previously unapplied mandatory and optional measures within the dollar limits of this Contract.

8.2.2.8 Call-back

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

8.2.2.9 Ineligible Dwellings

8.2.2.9.1 Contractor shall not weatherize a dwelling unit that is designated for acquisition or clearance by a federal, state, or local program within 12 months from the date of completion of the proposed weatherization.

8.2.2.9.2 Contractor shall not weatherize any dwelling under this Contract unless the property owner agrees to all the terms and conditions of the CSD Dwelling Assessment Form (CSD 540)

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



and signs the Energy Service Agreement for Occupant (CSD 515A) or Service Agreement for Rental Property Owner (CSD 515B).

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

8.2.3 Minimum Requirements for Weatherization Services

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

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

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

8.2.3.2.2 In the event Ceiling Insulation is already installed or otherwise not feasible, at least three Mandatory Measures are installed.

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

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

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

8.2.3.4 If the required minimum number of weatherization measures cannot be installed due to the deferral of measures, then the entire unit shall be deferred in accordance with the CSD TRM.

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

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



8.2.3.6 Contractor may complete weatherization services on agriculture housing units or multi-family units if each unit is separately metered and the services will result in a cost savings to the tenant.

8.2.4 Dwelling Assessments

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

8.2.4.2 Contractor shall determine whether the dwelling meets the criteria for a Historic Preservation Review pursuant to subsection 8.2.4.7.2.

8.2.4.3 Contractor shall ensure that all dwelling assessments are performed by trained individuals possessing all the required skill and training as specified in Section 9.1, Training Requirements. In addition, Assessors must complete all required online based training courses to include: Environmental Hazard, Lead Safe Weatherization, and Health and Safety.

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

8.2.4.5 If Contractor elects to subcontract with entities outside of CSD's network of Local Service Providers for the full installation of weatherization measures, the subcontractor performing the installation of weatherization measures shall not perform the dwelling assessment. Contractor shall ensure job separation by using Contractor's staff or another subcontractor to perform the dwelling assessments.

8.2.4.6 Contractor shall provide written documentation or notification to the owner-occupant and the owner of a rental unit or owner's agent and inform the tenant of any significant structural and engineering changes required to complete the weatherization work before the specified work commences.

8.2.4.7 Dwelling Assessment Performance

8.2.4.7.1 Dwelling assessments shall include the following required activities:

8.2.4.7.1.1 The visual assessment of the eligible dwelling to identify safety and structural hazards conditions present within the dwelling that may limit ability to

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



perform any or all of the required weatherization services in accordance with CSD weatherization guidelines and terms of this Contract. Assessor shall disclose all noted safety and structural hazard conditions to the property owner and tenant, where applicable;

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

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

8.2.4.7.2 Historic Preservation Review of Dwellings

8.2.4.7.2.1 To ensure compliance with Section 106 of the National Historic Preservation Act (54 USCS §§ 100101 et seq. & 300101 et seq., former 16 USCS §§ 470 et seq.), CSD will establish appropriate procedures for historic property review standards as outlined by a Programmatic Agreement with the State Historic Preservation Office. The established review standards will be utilized for weatherization activities conducted under the LIHEAP on dwellings that are 45 years or older. For purposes of this Contract, the historic review shall be known as the Historic Preservation Review.

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

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

8.2.4.7.3 Combustion Appliance Safety (CAS) Tests

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

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

8.2.4.7.4 If the dwelling unit is not eligible because of the need for extensive repair, the unit shall not be serviced, and 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.

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

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

8.2.4.8 Contractor shall ensure the health and safety of weatherization personnel in carrying out activities funded under this Contract. In the event the weatherization of a dwelling threatens the general health and safety of weatherization field personnel, Contractor shall take measures to ensure the safety of the personnel and thoroughly document the incident(s) utilizing the CSD Weatherization Deferral (CSD 542). The deferral form does not need to be signed by the client where weatherization personnel construe the client or occupants of the dwelling to be threatening and

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hostile. If unable to get a signature, a certified letter shall be sent to the owner, along with the tenant if the residence is a rental.

8.2.5 Diagnostic Testing

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

8.2.5.2 Following a determination that no combustion byproduct hazards exist, Contractor shall perform pressure diagnostic guided infiltration reduction using a pre-weatherization shell leakage test.

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

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

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

8.2.6 Health and Safety Measures

8.2.6.1 Prior to the performance of any heating/cooling service, a qualified technician must perform a diagnostic inspection of the primary heating/cooling appliance to assess operational performance.

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

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

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

8.2.6.3.2 Dwelling already has that measure in place;

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8.2.6.3.3 Measure cannot be properly installed;

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

8.2.6.3.5 Maximum dollar limit is reached; or

8.2.6.3.6 Measure is not needed or required.

8.2.6.4 After Health and Safety Measures have been addressed, Insulation Measures, if feasible, must be installed prior to the installation of any other Mandatory and Optional Measures. Non-Mandatory Measures including Infiltration Reduction, General Heat Waste, and Electric Base Load Measures need not be installed in priority order.

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

8.2.6.6 The combustion appliance is repaired or replaced; and

8.2.6.7 All remaining feasible Mandatory Measures are installed up to the maximum dollar limit.

8.2.6.8 If the dollar limit has not been reached in installing feasible Mandatory Measures, Contractor may install optional measures.

8.2.6.9 Health and Safety Measures

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

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

8.2.6.9.1.2 A residential cooling source that qualifies for cooling services must be a single, pre-existing cooling appliance, serving as the dwelling's primary cooling source, limited to mechanical air conditioners, central and window/wall air conditioners, and evaporative coolers.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



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

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

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

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

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

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

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

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

8.2.6.9.4 If during the course of repairing the defective unit additional problems are found that would increase the cost of repairs to

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more than the allowable limit for repair costs, the unit may be replaced.

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

8.2.7 Energy Audit Requirements

8.2.7.1 If all feasible measures classified under Health and Safety, Infiltration Reduction and other Mandatory Measures have been assessed, Contractor may assess additional measures utilizing the Energy Audit Requirements by conducting a REM/Design or Targeted Retrofit Energy Analysis Tool (TREAT) audit in accordance with CSD Single-Family/Small Multi-Family Energy Audit Protocol, CSD Multi-Family Energy Audit Protocol.

8.2.7.2 Energy audits shall be conducted as specified in the CSD Single-Family/Small Multi-Family Energy Audit Protocol (CSD TRM) incorporated by reference to this Contract and available on the CSD Provider website at https://providers.csd.ca.gov/Energy/Weatherization.aspx.

8.2.7.2.1 REM/Design energy audit tool may be applied to single-family dwellings, mobile homes, and multi-unit dwellings containing 24 or fewer dwelling units where each unit is independently heated and/or cooled.

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

8.2.8 Occupant Notification

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

## 8.3 Energy Crisis Intervention Program (ECIP) Services Activity Guidelines

8.3.1 Purpose of ECIP Funds

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

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



8.3.1.1 A natural disaster (whether or not officially declared),

8.3.1.2 A significant home energy supply shortage or disruption,

8.3.1.3 An official declaration of a significant increase in:

8.3.1.3.1 Home energy costs;

8.3.1.3.2 Home energy disconnections;

8.3.1.3.3 Enrollment in public benefit programs; or

8.3.1.3.4 Unemployment and layoffs.

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

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

8.3.2 Capacity and Responsibility to Provide Emergency Assistance

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

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

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

8.3.2.1.2 Within 18 hours after a household applies and is determined to be eligible for ECIP, provide assistance in the form of a

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payment guarantee to the appropriate gas or electric vendor or a WPO that will resolve the energy crisis if such household is in a life-threatening situation.

8.3.2.2 Contractor agrees to provide all reasonable information requested by CSD during the term of this Contract in order to enable CSD to assess the adequacy of Contractor's current energy crisis intervention program and Contractor's ability to implement the program.

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

8.3.3 ECIP Fast Track and WPO

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

8.3.3.2 Applicant Eligibility

8.3.3.2.1 Assistance shall be available only to households with incomes that do not exceed an amount equal to 60% of the State median income.

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

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

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

8.3.3.2.5 ECIP Fast Track Utility Assistance

8.3.3.2.5.1 The applicant must receive energy services and be

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



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

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

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

8.3.3.2.6.1 Proof of utility shutoff notice;

8.3.3.2.6.2 Proof of energy termination;

8.3.3.2.6.3 Insufficient funds to establish a new energy account;

8.3.3.2.6.4 Insufficient funds to pay a delinquent utility bill;

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

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

8.3.3.3 ECIP Fast Track Benefit Determination

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

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

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



order to alleviate the crisis situation.

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

8.3.3.3.3 Contractor shall ensure that the maximum total ECIP Fast Track benefit amount (Base benefit amount plus supplemental benefit amount) does not exceed $3,000. If Contractor uses program income to provide a supplemental ECIP Fast Track payment, the total payment cannot exceed $3,000.

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

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

8.3.3.4 ECIP Fast Track/WPO Payment Guidelines

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

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

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

8.3.3.4.4 When a HEAP payment or ECIP Fast Track payment has been made directly to an energy vendor, notification of payment(s)

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



shall be shown as a credit on the utility bill(s).

8.3.3.5 ECIP WPO Payment Guidelines Specific

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

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

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

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

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

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

8.3.4 ECIP Emergency Heating and Cooling Services (EHCS)

8.3.4.1 Applicant Eligibility

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

8.3.4.2 Dwelling Eligibility

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

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



8.3.4.3 Dwelling Assessments

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

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

8.3.4.4 Allowable Services

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

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

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

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

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

8.3.5 Natural Disasters

8.3.5.1 When a dwelling that has been damaged by a natural disaster such as fire, flood, earthquake, hurricane, etc., a scope of work shall be submitted to CSD for approval prior to beginning work related to a natural disaster.

8.3.5.2 The occupant shall be certified as currently eligible, and a dwelling assessment shall be performed.

8.3.5.3 Contractor may have damages repaired that are within the scope of the weatherization program if the same services will not be paid for or reimbursed by any other source.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



## 8.4 ECIP Fast Track and HEAP Electric and Gas Pledge Guidelines

8.4.1 Contractor shall pledge all applications where the Contractor has determined the applicant has a qualifying emergency as specified in subsection 8.3.3.2.6 of Section 8.3, regardless if the benefit is issued under ECIP Fast Track or HEAP Electric and Gas, provided that the application meets the eligibility and prioritization criteria and Contractor's Utility Assistance funds are available.

8.4.2 After a pledge has been made, Contractor shall submit the application to CORE as specified in subsection 6.1.1 of Section 6.1.

8.4.3 Contractor shall determine the applicant has met the eligibility requirements prior to pledging. If an eligible applicant is subsequently determined to be ineligible, Contractor shall cancel the ineligible applicant's pledge with the Utility Company within five business days upon such determination.

8.4.4 If the applicant's pledge amount changes, Contractor shall adjust the pledge amount with the Utility Company.

## 8.5 SWEATS and PSPS Activity Guidelines

8.5.1 The SWEATS Policy was developed by CSD to facilitate the delivery of allowable LIHEAP emergency service provisions during an emergency such as a natural disaster or energy supply shortage or disruption. These services include: The CPN-E-20-01 SWEATS Policy includes guidelines, reimbursement provisions, and other information to support successful implementation and administration of SWEATS provisions during a qualifying event. Contractor shall ensure SWEATS implementation and administration is in accordance with CPN-E-20-01.

8.5.2 The PSPS Policy was developed to facilitate the delivery of allowable services to low-income households medically vulnerable to the effects of energy related emergencies and residing in designated High Fire Risk Areas. Contractor shall ensure that PSPS implementation and administration is in accordance with CPN-E-20-02 PSPS Emergency Preparedness Pilot Policy and CPN-E-20-02M2.

## 8.6 Quality Assurance

8.6.1 Certification

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

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



8.6.2 Post-Weatherization Inspections

8.6.2.1 Contractor shall perform Post-Weatherization Inspections on 100% of the dwellings weatherized under this Contract. Weatherization jobs where measures installed are limited to lightbulbs, water measures and alarms are exempt from receiving post-inspections.

8.6.2.2 If Contractor is unable to perform a post-inspection, Contractor must demonstrate that a reasonable attempt was made to schedule or perform the post-inspection. Attempts must be fully documented on the CSD Post-Weatherization Inspection (CSD 611) and maintained in the client file. The following shall constitute a reasonable effort:

8.6.2.2.1 One phone call attempt plus one correspondence to client stating an attempt was made to inspect and offering to reschedule; or

8.6.2.2.2 One missed appointment or a client refusal plus one correspondence stating an attempt was made to inspect and offering to reschedule.

8.6.2.3 Post-Weatherization inspections shall be conducted for the purpose of assessing the quality and completeness of performed weatherization services and compliance with CSD TRM. The post-inspection shall:

8.6.2.3.1 Verify that all measures were completely installed in accordance with said terms and conditions of this Contract;

8.6.2.3.2 In addition, installed measures shall be reviewed to determine the absence of any feasible Mandatory Measure not installed and the installation of a measure (non-feasible measure) that may not be in compliance with said standards and the terms and conditions of this Contract;

8.6.2.3.3 Verification that the unit received shell leakage, and duct leakage testing, as applicable;

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

8.6.2.3.5 Inspection of the unit dwelling to ensure that all identified health and safety hazards, whether pre-existing or resulting from the performance of weatherization services, have been

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



successfully remedied.

8.6.2.4 Contractor shall ensure that Post-Weatherization Inspections are performed by trained staff successfully completing all required training as specified in Article 9.1, Training Requirements.

8.6.2.5 If Contractor subcontracts Post-Weatherization Inspection services, then Contractor must aggregate weatherization jobs to mitigate the cost associated with performing inspections. The maximum allowable cost of each post-inspection by a subcontractor is as follows:

8.6.2.5.1 Subcontractors awarded a contract through a competitive procurement process shall not exceed the measure maximum per inspection. The inspection rate includes all expenses related to the Post-Weatherization Inspection such as the cost of the inspection, administration and travel costs of subcontractor.

8.6.2.5.2 Subcontractors that are part of CSD's network of LIHEAP contractors, and performing inspections under a contract, Memorandum of Understanding or similar contract, and not competitively procured in accordance with the Contractor's procurement process and procedure, shall bill actual costs for the Post-Weatherization Inspection and related expenses such as inspector wages, overhead, administration and travel costs of subcontractor. The total cost of all related expenses shall not exceed the measure maximum per inspection.

8.6.2.6 Contractor shall ensure job separation between staff performing post-weatherization inspection activities and weatherization crew personnel performing the physical installation and performance of weatherization measure services funded under this Contract.

8.6.2.7 If Contractor elects to subcontract with entities outside of CSD's network of Local Service Providers for the full installation of weatherization measures, the subcontractor performing the installation of weatherization measures shall not perform the post-weatherization inspection activities. Contractor shall ensure job separation by using Contractor's staff or another subcontractor to perform the dwelling assessments.

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

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



8.6.3 Third-Party Inspections

8.6.3.1 CSD may use a third-party inspector to review and verify that the weatherization activities performed under this Contract conform to applicable standards and practices.

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

8.6.3.3 Contractor agrees to remedy all Nonhazardous Conditions (nonhazardous work deficiencies) noted by CSD or its designee within 20 business days of written notification.

8.6.3.4 Contractor must remedy all Hazardous Conditions resulting from weatherization measure installation in accordance with the CSD TRM.

8.6.4 Noncompliance

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

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

8.6.4.3 If it is determined that the Contractor has incorrectly billed CSD because a measure was not installed, or the quantity installed is less than the quantity billed, Contractor shall install the billed measure or quantity, if feasible. In cases when a physical remedy is not possible, repayment of the labor and

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

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

8.6.4.4.1 Contractor has a history of unsatisfactory performance;

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

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

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

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



## ARTICLE 9 - TRAINING, LICENSING AND CERTIFICATIONS

### 9.1 Training Requirements

9.1.1 All training, as indicated by employee classification in the Training Matrix, shall be provided through a CSD-approved training mechanism utilizing CSD-approved training curricula. In-house training may be provided for EPA or HUD-approved Lead-Safe Weatherization Training or unless otherwise noted. Training coursework must be successfully completed according to the terms of each course. Certificates of completion shall be issued by the CSD-approved training entity upon successful completion of each course, unless where otherwise noted below.

9.1.2 Training Provisions for Staff of Contractor and Subcontractors:

9.1.2.1 Within 30 calendar days of employment, weatherization employees of Contractor and subcontractors shall receive Health and 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 Health & Safety, Environmental Hazards Awareness and Lead-Safe Weatherization Training has been completed.

9.1.2.2 Within 180 calendar days of employment, all weatherization employees of Contractor shall receive Basic Weatherization Training.

9.1.3 Training Provisions Based Upon Job Duties:

9.1.3.1 When job duties include duct leakage and shell leakage diagnostics, weatherization employees of Contractor and subcontractors shall receive Duct Leakage/Shell Leakage Diagnostic Training. No employee of Contractor and subcontractor shall perform diagnostic testing without having completed the required training.

9.1.3.1.1 Subsequent to successful completion of the Duct Leakage/Shell Leakage 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.

9.1.3.1.2 Contractor and subcontract employees failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient skill and knowledge and will be prohibited from performing

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this activity until the completion of required training.

9.1.3.2 When job duties include Combustion Appliance Safety, weatherization employees of Contractor and subcontractors shall receive Combustion Appliance Safety Training. No employee of Contractor and subcontractors shall perform combustion appliance safety checks without having completed the required CSD-approved training.

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

9.1.3.2.2 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.

9.1.3.3 When job duties include performing Assessments and/or Field Supervision, weatherization employees of Contractor and subcontractors who perform Assessments and/or Field Supervision shall receive Field Assessment and Field Supervision Training. No employee of Contractor and subcontractors shall perform Assessments or supervision without having completed the required training. Certificates of Completion shall be issued following successful completion of the second phase ("field portion") of the training.

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

9.1.3.3.2 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.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



9.1.3.4 Weatherization employees of Contractor and subcontractors who perform Quality Assurance Inspections and/or Field Supervision shall receive Quality Assurance/Inspector Training. No employee of Contractor and subcontractor shall perform inspections without having completed the required training.

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

9.1.3.4.2 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.

9.1.4 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 contract in exchange for the training. The subcontract should stipulate that the subcontractors will work in the program, for a minimum of 12 months.

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

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

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

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



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

9.1.7.1 CSD TRM;

9.1.7.2 Other applicable policies and procedures; and

9.1.7.3 Official State and Federal Program Notices.

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

## 9.2 Contractor Licensing

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

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

9.2.2 Contractor is responsible for ensuring that all subcontractors have active licensing and are in good standing for the duration of the subcontract; and

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

## 9.3 Special Licensing - Weatherization

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

9.3.2 Specialty subcontractors must possess all applicable licenses as required by the CSLB to carry out installation and/or repairs.

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

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



## 9.4 Environmental Protection Agency (EPA) Certifications

9.4.1 All contractors providing services utilizing in-house crews shall be certified as an EPA Certified Firm in accordance with EPA's Renovation, Repair and Painting Program requirements (40 CFR Part 745). Contractors who subcontract all of their weatherization and ECIP EHCS services are required to be certified and shall have at least one EPA Certified Renovator on staff for subcontractor oversight purposes.

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

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

## 9.5 Mandatory Training

Contractor must participate in mandatory training such as eligibility start-up training, CSD TRM training, contract review webinars, monitoring trainings and other trainings CSD deems mandatory. CSD will notice Contractor with a minimum of 10 business days prior to training.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



# SUBVENTION CONTRACT

# COMPLIANCE REQUIREMENTS

## ARTICLE 10 - COMPLIANCE POLICIES AND PROCEDURES

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

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

10.1.2 Contractor shall, upon reasonable notice, make available all information and materials reasonably necessary for CSD to substantiate to its satisfaction that expenditures incurred under this Contract are allowable and allocable, including, but not limited to files, books, documents, papers, and records. Contractor agrees to make such information and materials available to the federal government, the State, or any of their duly authorized agents or representatives, for purpose of examination, copying, or mechanical reproduction, on or off the premises of the subject entity.

10.1.3 Any duly authorized agent or representative of the federal or state government shall have the right to undertake investigations in accordance with 42 USC § 8627, as amended.

10.1.4 All contracts entered into by Contractor with audit firms for purposes of conducting independent audits under this Contract shall contain a clause allowing CSD or any duly authorized agent or representative of the federal or state government timely access to the working papers of the audit firm(s).

### 10.2 Auditing Standards and Reports

10.2.1 Auditing Standards

10.2.1.1 *Applicability.* The standards set forth in 45 CFR Part 75 Subpart F – Audit Requirements are hereby incorporated by reference.

10.2.1.2 *Supplemental Audit Guide.* In addition to the audit requirements specified above, Contractor must follow the most current CSD Supplemental Audit Guide, incorporated into this Contract by reference in Article 14. The Supplemental Audit Guide may be accessed at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

10.2.2 Audit Reports

10.2.2.1 Funds provided under this Contract shall be included in an audit

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conducted in accordance with the provisions of 45 CFR Part 75 Subpart F – Audit Requirements, standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in The U.S. Government Accountability Office's "Government Auditing Standards," December 2011 Revision, as amended.

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

10.2.2.3 The financial and compliance audit report shall contain the following supplementary financial information: a Schedule of Expenditures of Federal Awards (SEFA) in accordance with 2 CFR § 200.502. All LIHEAP grants shall be reported separately on the SEFA by program component, i.e., Weatherization (Wx) and ECIP/HEAP/Assurance 16 (EHA16). In addition, a separate Supplemental Statement of Revenues and Expenditures (SSRE) for each contract whose term ends during the single-audit fiscal year shall be included in that year's single audit. The SSRE shall report revenue and expenditures for CSD funding by contract line item and fiscal year. The SSRE shall cover the entire contract term as required in CSD's Supplemental Audit Guide.

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

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

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

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

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

Electronic copy:
audits@csd.ca.gov.

Printed copy:
Department of Community Services and Development
Attention: Audit Services Unit

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

Upon receipt of the audit report, CSD's Audit Services Unit (ASU) will send a confirmation email within 5 to 10 business days. Contractor should verify receipt of ASU's confirmation email to ensure your single audit was received.

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

Mailing Address:

State Controller's Office
Division of Audits
Financial Audits Bureau/Single Audits Unit
P.O. Box 942850
Sacramento, CA 94250-5874

Street Address for Fed Ex:

State Controller's Office
Division of Audits
Financial Audits Bureau/Single Audits Unit
3301 C Street, Suite 700
Sacramento, CA 95816

10.2.6 Failure to Comply with Audit Reporting Requirements

If Contractor fails to comply with Federal statutes, regulations or the terms and conditions of this Contract, CSD may impose additional conditions, as described in 45 CFR § 75.207. If CSD determines that noncompliance cannot be remedied by imposing additional conditions, CSD may take one or more of the following actions, as appropriate in the circumstances, as provided in 45 CFR § 75.371 - § 75.380 *Remedies for Noncompliance*:

10.2.6.1 Temporarily withhold cash payments pending correction of the deficiency by Contractor or more severe enforcement action by the Federal awarding agency;

10.2.6.2 Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;

10.2.6.3 Wholly or partly suspend or terminate the Federal award;

10.2.6.4 Recommending that suspension or debarment proceedings (as authorized

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under 2 CFR Part 180) be initiated by the Federal awarding agency;

10.2.6.5 Withhold further federal awards; or

10.2.6.6 Take other remedies that may be legally available.

10.2.7 Collection of Disallowed Costs

10.2.7.1 If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs, CSD shall, after consideration of Contractor's submission issue a final TR, no later than 30 days after receipt of Contractor's information or documentation. If questioned costs are determined to be owning, CSD's Financial Services Unit (FSU) will send an invoice. Contractor will tender payment to FSU or a repayment plan acceptable to FSU.

10.2.7.2 All statements, notices, responses and demands issued in accordance with this Section 10.2.7 shall be in writing.

10.2.7.3 CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this Section 10.2.7.

## 10.3 Compliance Monitoring

10.3.1 As the recipient of federal LIHEAP block grant funds under this Contract, Contractor must substantiate that all costs claimed pursuant to this Contract are allowable and allocable under all applicable federal and state laws. To be entitled to reimbursement, Contractor must trace all allowable costs to the level of expenditure, to include providing supporting documentation reasonably necessary to substantiate the validity of such claim.

10.3.2 As the administrator of the LIHEAP block grant for the State, CSD is required to ensure the funds allocated to Contractor are expended for the purposes identified in federal law and state LIHEAP law, and for allowable and allocable costs under the applicable rules of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

10.3.3 CSD is required to conduct on-site or in-house and follow-up monitoring of Contractor to ensure that Contractor meets the Production Plan, administrative standards, financial management requirements, and other requirements of LIHEAP.

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

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



10.3.5 Compliance monitoring will consist of a questionnaire that Contractor will be required to complete and return to CSD within 30 calendar days from receiving the questionnaire.

10.3.6 CSD will conduct client file reviews to verify compliance with financial and program requirements. CSD shall notify Contractor of the client files requested, and Contractor shall provide the client files within five business days.

10.3.7 CSD may increase the number of client files reviewed and frequency of client file reviews based on the severity of non-compliance issues identified during the client file review process.

10.3.8 In accordance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75), 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 Contract. To the extent Contractor maintains records and documents in an electronic format, Contractor must make such records and documents readily available to CSD program and audit staff and other representatives: 1) for review on an appropriate electronic device provided by Contractor; and/or 2) for reproduction in electronic and/or hard copy format, as is necessary to affect the purposes of this Section 10.3. In order to realize the objectives of this subsection and to ensure that the integrity of the program, the proper expenditure of grant funds, and to prevent fraud, waste, abuse, and unjust enrichment, whether by design or inadvertence, Contractor shall cooperate with CSD as follows:

10.3.8.1 Upon request, provide a list of clients, jobs or properties to or for which LIHEAP services have been provided by Contractor, and to or for which Contractor has provided related services under other federal, State or non-governmental programs such as, but not limited to, public and private utility company programs, collectively “Associated Programs.”

10.3.8.2 With respect to such list of clients, jobs, or properties, provide CSD and/ or the investigative entities or persons referenced in Section 10.1.1, access to client files or similar records and documents of the Associated Programs for the purpose of determining whether related services have been provided that result in duplicate billings or any violation of federal or State law, this Contract, or applicable federal and/or State LIHEAP guidelines.

10.3.8.3 For purposes of this Section 10.3.8:

10.3.8.3.1 “Duplicate billing” is defined as receiving reimbursement from more than one funding source for the same expenditures or

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



costs, whether in whole or in part, that Contractor incurs in connection with rendering a service to or for a client, job, or property, resulting in a total reimbursement to Contractor, from all sources, in excess of actual expenditures or costs incurred.

10.3.8.3.2 To the extent necessary to realize the objectives of this article, the term "Contractor" includes any subcontractor or agent of Contractor in possession of the files, records, or documents or other information bearing on related services under any relevant Associated Program.

10.3.8.4 It is understood that Contractor has no obligation to provide access to the client files, records, and documents of an Associated Program when no LIHEAP services have been provided and the client, job, or property is not required to be on the list furnished to CSD by Contractor, as provided herein.

10.3.8.5 In the event Contractor is unable to comply with the provisions of subsections 10.3.8.1 or 10.3.8.2 because of restrictions placed on Contractor by law in connection with an Associated Program, or restrictions imposed on Contractor pursuant to a binding written contract between Contractor and the funding source of such Associated Program, then Contractor shall so inform CSD by written declaration and provide supporting documentation for such declaration. Contractor shall, together with any declaration made, certify to CSD in writing that:

10.3.8.5.1 Contractor has not submitted duplicate billings to both LIHEAP and Associated Program; or

10.3.8.5.2 Contractor has not otherwise engaged in similar actions in violation of federal or state law.

10.3.9 CSD will host an FTP Server and provide Contractor with specifications, documentation, and sample of FTP file configurations screens, as necessary, to enable Contractor to use the FTP Server to upload client files, records, and documents. Contractor shall submit client files, records, and documents via the FTP to allow CSD to complete an in-house review.

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

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



10.3.11 Collection of Disallowed Costs

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

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

10.3.11.3 *Notice after review of further supporting evidence.* If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs as provided above in subsection 10.3.11.2, CSD shall, after consideration of Contractor's submission, accordingly, issue a revised Notice of Disallowed Costs, if any, no later than 30 days after receipt of Contractor's information or documentation. Contractor shall have 15 days from receipt of such Notice to tender payment or a repayment plan acceptable to CSD. In the alternative, Contractor may request a hearing in accordance with subsection 10.4.4 of this Contract, for CSD's final determination of disallowed costs.

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

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

## 10.4 Enforcement Process - Noncompliance with Requirement of this Contract

10.4.1 Tax-Exempt Status Requirement

Nonprofit charitable organizations must maintain their 501(c)(3) tax-exempt status as a requirement for continued LIHEAP grant reimbursements and participation under the current Contract. All 501(c)(3) contractors shall notify CSD within one business day upon revocation of their tax-exempt status and cease all work performed under this Contract. CSD will halt all payments to Contractor while its nonprofit, tax-exempt status is revoked. Work performed prior to the revocation, but billed after such notice is received, shall be timely reimbursed to the Contractor. In addition, CSD may take additional enforcement steps consistent with federal and state law and this Contract.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



10.4.2 General

The authority for CSD Enforcement Actions, as defined in Section 10.4.3, for cost disallowances/ recovery of misused funds, and for de-designation of eligible entity status (collectively "Enforcement Process") is found in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75), and in state regulations, with particular reference to 22 CCR § 100875. In order to facilitate compliance with the cited authorities, the parties to this Contract agree that: 1) the present article shall guide, inform and clarify the Enforcement Process; 2) shall establish the procedures to be followed; and 3) establish the rights and obligations of the parties with respect to the Enforcement Process, for purposes of implementing the principles set out in the applicable legal authorities.

10.4.3 Enforcement Action, "High Risk" – Determination and Notice

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

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

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

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

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

10.4.3.3.3 Has a significant adverse impact on Contractor's ability to meet its administrative, financial, or programmatic duties and

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



obligations over the term of the Contract or a significant portion thereof;

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

10.4.3.3.5 May have serious adverse effects and consequences on the Contractor's customers, employees, subcontractors, creditors, suppliers, vendors, or other stakeholders; or

10.4.3.3.6 May otherwise significantly and adversely affect the viability, effectiveness, or integrity of the program.

10.4.4 Special Conditions and Sanctions

10.4.4.1 "High risk" designation may include the imposition of Special Conditions, Sanctions and/or other special requirements with respect to Contractor's performance. CSD may impose Special Conditions and/or Sanctions upon a determination that such steps are reasonably necessary to address acute financial instability or a material breach of contract, as defined in Section 10.4.3, above.

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

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

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

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

10.4.4.3 Special Conditions may include, but are not limited to:

10.4.4.3.1 Obtaining training and/or technical assistance;

10.4.4.3.2 The imposition of special or additional reporting requirements;

10.4.4.3.3 Special or conditional cost reimbursement requirements and procedures;

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



10.4.4.3.4 The provision of documentation by Contractor; and/or

10.4.4.3.5 The requirement to amend or modify systems, procedures, and/or policies.

10.4.4.4 Sanctions may include, but are not limited to:

10.4.4.4.1 The suspension of advances and/or reimbursements; and/ or

10.4.4.4.2 The issuance of stop work orders.

10.4.4.5 Sanctions may not be imposed without a hearing being first held in accordance with applicable regulations, unless CSD reasonably determines on the basis of credible information that:

10.4.4.5.1 Substantial sums to be paid to Contractor have been or will be used in violation of law or the provisions of this Contract; or

10.4.4.5.2 The associated costs are otherwise very likely to be disallowed; and

10.4.4.5.3 If Sanctions are not immediately imposed, taxpayer dollars are at significant risk and are unlikely to be recovered.

10.4.4.6 Review of Special Conditions and/or Sanctions.

10.4.4.6.1 If Contractor elects to contest the action to impose Special Conditions and/or Sanctions, Contractor shall have five business days following receipt of Notice of Enforcement Action in which to show cause, in writing, why the Special Conditions or Sanctions should not be enforced.

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

10.4.4.6.3 Contractor may, within five business days of receipt of Notice of Enforcement Action, request an informal meeting for the parties to consider the merit of the Notice and to discuss alternative courses of action, which meeting CSD may agree to if, in its sole judgment, it determines the meeting would be helpful to the process, can be held expeditiously, and will not unduly cause delay or otherwise increase the risk of loss of taxpayer dollars.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



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

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

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

10.4.5 Cost Disallowance

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

10.4.5.2 The Statement of Questioned Costs shall include:

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

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

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

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

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opportunity to respond to findings and to submit information and documentation in support of the response. If Contractor fails to cooperate in the conduct of an audit, initiated pursuant to this subsection, CSD may either impose sanctions, as provided in subsection 10.4.3 or, if feasible, issue a Notice of Disallowed Costs.

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

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

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

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

10.4.5.5 Before the expiry of five business days after receipt of a Notice of Disallowed Costs, Contractor may challenge the Notice of Disallowed Costs by requesting a hearing, conducted in accordance with the procedures set out in 22 CCR § 100875, for the purpose of adjudicating the matter of cost disallowance, provided however that either Contractor or CSD may opt to adjudicate other pending Enforcement Action matters, as provided in subsection 10.4.4.6. of this section, in a combined proceeding.

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

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

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

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

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



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

10.4.5.7.4 Contractor's financial condition and ability to pay.

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

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

10.4.8 Lien rights

The State retains lien rights on all funds advanced.

## 10.5 Service Delivery and Expenditure Requirements

10.5.1 Service Delivery and Expenditure of Funds

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

10.5.1.2 A substantial failure to expend funds and provide services to readily available qualified applicants, except for compelling reasons beyond Contractor's control, shall be deemed prima facie evidence of breach of contract and may constitute grounds for "high risk" designation and the applicable remedies as provided in Section 10.4, "Enforcement Process –

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



Noncompliance with the Requirements of this Contract." Such failure of performance may, in accordance with the provisions of this article, result in a reduction in Contractor's grant allocation and the redistribution of future funding to other performing service providers.

10.5.2 Contractor Expenditure and Reporting Requirements

Contractor shall be at 99% expenditure of the Contract by December 31, 2023.

10.5.2.1 CSD will monitor Contractor's expenditures to evaluate compliance with meeting expenditure requirement by December 31, 2023, for each program category, including capped budget items.

10.5.2.2 Contractor shall submit timely expenditure reports, that allow CSD to evaluate Contractor's ability to meet the December 31, 2023, expenditure date requirement. Based upon these reports, CSD may determine that Contractor has not met the expenditure requirement and is out of compliance with this Contract.

10.5.3 Contractor's Upcoming Program Year LIHEAP Performance Allocation Methodology

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

10.5.3.1 Category A: If Contractor meets the performance requirements of Section 10.5.2 and reported no later than January 31, 2023, Contractor will receive their full allocation and a percentage of any redistributed funds not allocated to another contractor that fall into Category C, in Section 10.5.3.3.

10.5.3.2 Category B: If Contractor expends 99 percent of their allocation by February 28, 2023 and reported no later than March 31, 2023, Contractor will receive their full allocation but will <u>not</u> be eligible to receive any redistributed funds.

10.5.3.3 Category C: If Contractor does not expend at least 99 percent of their allocation by February 28, 2023 and reported no later than March 31, 2023, the 2023 LIHEAP allocation will be offset by the balances remaining recorded as of the December 31, 2022 expenditure period reported no later than January 31, 2023.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



# SUBVENTION CONTRACT

# CERTIFICATIONS AND ASSURANCES

## ARTICLE 11 - FEDERAL AND STATE POLICY PROVISIONS

### 11.1 Certifications

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

11.1.1.1 Drug-Free Workplace Requirements, Contract Certification Clauses 04/2017 (CCC-04/2017)

11.1.1.2 National Labor Relations Board Certification (CCC-04/2017)

11.1.1.3 Expatriate Corporations (CCC-04/2017)

11.1.1.4 Domestic Partners (CCC-04/2017)

11.1.1.5 Labor Code/Worker's Compensation (CCC-04/2017)

11.1.1.6 Americans with Disabilities Act (CCC-04/2017)

11.1.1.7 Contractor Name Change (CCC-04/2017)

11.1.1.8 Resolution (CCC-04/2017)

11.1.1.9 Air or Water Pollution Violation (CCC-04/2017)

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

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

11.1.2 The above documents are hereby incorporated by reference into this Contract. To access these documents, please visit the CSD Local Agencies Portal at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

11.1.3 Executive Order N-6-22 – Russia Sanctions. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with,

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

## 11.2 Provisions for Federally Funded Grants

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

11.2.2 Eligibility to Receive Federally Funded Public Benefits

Pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) (Public Law (Pub. L.) 104-193), as amended, and Executive Order W13596, dated August 27, 1996, while in effect, applicants for federally funded public benefits are required to provide proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status. (8 USC §§ 1611, 1612, & 1642.) Contractor shall verify client eligibility in accordance with CSD Applicant Verification of Eligibility Procedures and Regulations, forms, and other written guidance provided by CSD.

11.2.3 Under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA) Section 508, and NO VERIFICATION REQUIREMENT FOR NONPROFIT CHARITABLE ORGANIZATIONS, Section 432 (d) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (8 USC § 1642 et seq.) as amended, Nonprofit Charitable Organizations are exempt from the requirement to determine, verify, or otherwise require proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status of any applicant for such benefits in providing any Federal public benefit (as defined in 8 USC § 1611(c)) or any State or local public benefit (as defined in 8 USC § 1621(c)). (Pub. L. 104-208, Title V, Section 508; and 8 USC § 1642(d)).

11.2.4 Federal Funding Accountability and Transparency Act reporting requirement (FFATA) (Pub. L. 109-282).

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

CSD may issue guidance and/or Amendment(s) to this Contract, establishing

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



additional reporting requirements as necessary to ensure compliance with the FFATA or other Federal and State regulations, as applicable.

11.2.5 Salary Limitation – Federal Executive Level II. Federal funds for grant programs consistently include a provision as part of the Consolidated Appropriations Act of 2017 (Pub. L. 115-31) from Congress that the amount that "shall be used to pay the salary of an individual, through the grant or other extramural mechanism" including non-federal share, must not exceed the amount of the Federal Executive Level II salary for that calendar year. This amount is published annually by the U.S. Office of Personnel Management and can be found on their website at https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/. This amount reflects an individual's base salary exclusive of fringe benefits and any income that an individual may be permitted to earn outside of the duties of the non-Federal entity's organization. This salary limitation also applies to subawards, contracts, and subcontracts under an ACF grant or cooperative agreement.

11.2.5.1 Federal Funds Accountability and Transparency Act (FFATA) Requirements. Awards under these programs are included under the provisions of P.L. 109-282, the "Federal Funds Accountability and Transparency Act of 2006" (FFATA). Under this statute, the grant recipient is required to report information regarding executive compensation and all subawards, contracts, and subcontracts in excess of $25,000 through the Federal Subaward Reporting System (https://www.fsrs.gov/) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A.

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

11.2.7 Prohibition on Use or Procurement. Pursuant to the "Prohibition on certain telecommunications and video surveillance services or equipment" (2 CFR § 200.216), contractors are prohibited from expending grant funds on "equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)". The full text of this requirement can be found at Electronic Code of Federal Regulations (eCFR).

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

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

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



subcontractors:

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

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

11.3.3 Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Section 11.3.2 above of this certification; and

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

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

11.3.6 As provided in this article, Contractor must certify in writing to the best of its knowledge that any subcontractor(s) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

## 11.4 Affirmative Action Compliance

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

11.4.2 The written program shall follow the Equal Employment Opportunity clause obligations set forth in Title 41 of the Code of Federal Regulations, Section 60-1.40, Sections 60-2.10 through 60-2.32, and Sections 60-741.4 through 60-741.43.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



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

## 11.5 Nondiscrimination Compliance

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

11.5.2 Contractor hereby certifies compliance with the following:

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

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

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

11.5.2.4 Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 USC § 4211 et seq.; 41 CFR Part 60-300);

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

11.5.2.6 Americans with Disabilities Act of 1990 (Pub. L. 101-336, 29 USC § 794).

## 11.6 Contractor Fair Hearing - Civil Rights Act Violation

11.6.1 In the event of any violation or alleged violation of Title VI of the Civil Rights Act of 1964, as amended, (42 USC § 2000d et seq.) Contractor has the right to request a fair hearing in response to such violation or alleged violation within 30 calendar days from the date of such action.

11.6.2 The State shall conduct such fair hearing in accordance with Title 45, Code of Federal Regulations, Part 81.

## 11.7 Specific Assurances

11.7.1 Pro-Children Act of 1994

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



11.7.1.1 This Contract incorporates by reference all the nonsmoking policy provisions set forth in the Pro-Children Act of 1994 (20 USC § 6083).

11.7.1.2 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.

11.7.2 American-Made Equipment/Products

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

11.7.3 Federal and State Occupational Safety and Health Statutes

Contractor assures that it shall be in compliance with the provisions as set forth in Federal and State Occupational Safety and Health Statutes: the California Safe Drinking Water and Toxic Enforcement Act of 1986 (Health & Safety Code §§ 25249.5 et seq.); Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program) (60 FR 25492, codified at 40 CFR Part 273); and California Workers' Compensation laws (Labor Code §§ 3200 et seq.).

11.7.4 Political Activities

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

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

11.7.5 Lobbying Activities

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

11.7.5.2 If Contractor engages in lobbying activities, Contractor shall complete, sign and date the CERTIFICATION REGARDING LOBBYING/DISCLOSURE OF LOBBYING ACTIVITIES, as required by the HHS (45 CFR Part 93, Appendix A).

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



## SUBVENTION CONTRACT

## ARTICLE 12 -GENERAL TERMS AND CONDITIONS GTC 04/2017

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

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

Click the "GTC 04/2017" link to download the current requirements.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



## SUBVENTION CONTRACT

## ARTICLE 13 - DEFINITIONS

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

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

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

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

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

CSD Program Advisory (CPA): The purpose of the CPA is to provide information, correct problems, contradictions and uncertainty. A CPA serves as short-term guidance to inform or direct immediate action to correct a problem or provide relief from an obligation.

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

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

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

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



California Energy Commission (CEC) Climate Zone: The CEC established 16 climate zones that represent a geographic area and that have a particular weather pattern. These climate zones are based on energy use, temperature, weather, and other factors that determine the types of building standards that are subject to the Title 24 Energy Efficiency Standards and that dictate the energy conservation measures that must be installed in a weatherized dwelling, as required by law.

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

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

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

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

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

Client Education/Counseling: Includes, but is not limited to, providing client with written information describing energy-saving behavioral adjustments that will decrease the energy consumption of the household; providing client with resource information, referral, and budget counseling in order to assist clients in achieving self-sufficiency; providing client with mold and lead-safe education and advising client of the benefits of weatherization in their homes.

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

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

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

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

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



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

a. Cold or hot weather-related events, such as flood, earthquake, tornado, hurricane, ice storm/freeze; or events meeting such other criteria as the Governor, and/or the President of the United States, at their discretion, and/or their designee, including CSD, may determine to be appropriate; or

b. Geopolitical events, such as wars, terrorism, civil disturbances, and embargoes, including geopolitical events that negatively impact the energy-related economic conditions of low-income households.

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

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

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

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

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

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

Dwelling Assessment: The process used to evaluate the service needs of an eligible dwelling for weatherization services offered under the DOE and LIHEAP weatherization programs. An

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



assessment shall be performed by qualified individuals possessing the required skill and training needed to perform assessment activities.

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

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

Elderly: An individual 60 years of age or older.

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

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

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

a. A natural disaster (whether or not officially declared);

b. A significant home energy supply shortage or disruption;

c. An official declaration of a significant increase in:

   i. Home energy costs;

   ii. Home energy disconnection;

   iii. Enrollment in public benefit programs; or

   iv. Unemployment and layoffs;

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

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

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



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

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

Environmental Inspection: A visual assessment and sampling which includes asbestos, lead and radon when allowable per the contract. Environmental inspections shall be in accordance with all CSD policies and procedures and in compliance with all Federal and State regulations. Allowable costs include actual labor costs while on the jobsite and testing fees associated with the inspection.

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

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

General Heat Waste Measures: A subcategory of weatherization measures designed specifically to improve energy efficiency by reducing general heat and cooling waste within the dwelling. Measures are intended to be relatively low-cost items that are quickly and easily installed with a total measure cost, including labor.

General Operating Costs: Costs that are directly allocable to those costs defined as related facilities, office and computer equipment, office supplies, telephone and travel as allowable program costs.

Hazardous Condition: Any condition posing an immediate health and safety threat to the client and/or persons working in the dwelling unit. Hazardous conditions include but are not limited to: Combustion Appliance Safety (CAS) hazards, appliance-related hazards, and electrical hazards as defined in the CSD TRM.

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

Health and Safety Measures: A subcategory of weatherization measures installed to mitigate health and safety hazards generated by combustion appliances and to preserve or improve indoor air quality. These measures include CO alarms, smoke alarms, heating/cooling and water heater

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repairs and replacements, Environmental Hazard Work weatherization and kitchen cooking appliance repair and replacements.

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

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

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

Infiltration Reduction Measures: A subcategory of weatherization measures installed in or applied to dwellings to reduce or stop the uncontrolled flow of conditioned air out of the dwelling or the uncontrolled flow of outside air into conditioned areas in the dwelling. Infiltration reduction is best accomplished with shell leakage technology.

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

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

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

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

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

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

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

Materials: Materials are those allowable items that are installed in or on the dwelling. All materials shall be in conformance with the CSD TRM and 10 CFR Part 440 Appendix A – Standards for Weatherization Materials.

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

Maximum Average Reimbursement: Represents the maximum average per dwelling investment for related weatherization service and program costs where an energy audit is conducted. The formula for determining the maximum average reimbursement is:

Maximum Average Reimbursement is equal to Program Operations divided by Total Completed Units.

Where Program Operations are defined as:

> Program Costs less (Training & Technical Assistance + Liability Insurance + Vehicles & Equipment Purchases Over $10,000 + Health and Safety)

Migrant Farm Worker: A seasonal farm worker who performs or has performed farm work during the eligibility determination period (any consecutive 12-month period within the 24-month period preceding application for program benefits and/or services) that requires travel such that the worker is unable to return to his/her domicile (permanent place of residence) within the same day. Migrant farm worker is not a term used in the contract but is captured for reporting purposes in CSD's Weatherization Database, EARS and Intake Form (CSD 43).

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

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

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Modified Dwelling Assessment: The process used to evaluate the limited service needs of an eligible dwelling that has been previously weatherized under the DOE or LIHEAP weatherization programs. The assessment is limited in scope and does not encompass a re-assessment of the entire dwelling unless measures have exceeded their useful life under LIHEAP. Assessments limited to ECIP EHCS work on dwellings not receiving weatherization services are to be included in the cost of the ECIP measure. An assessment shall be performed by qualified individuals possessing the required skill and training needed to perform assessment activities.

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

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

Natural Disaster: A weather event (relating to cold or hot weather), flood, earthquake, tornado, hurricane, or ice storm, or an event meeting such other criteria as the Secretary of Federal Department of Health and Human Service, in the discretion of the Secretary, may determine to be appropriate. For the purpose of the CSD Disaster Relief Plan, emergency services may be provided to low-income individuals and families affected by a natural disaster when the event is declared by a Presidential or Gubernatorial Order as a Federal or State Emergency.

Nonprofit charitable organization: Is defined by the Internal Revenue Code, Section 501(c) (3) (26 USC § 501(c)(3)). Section 501(c) (3) is a tax law provision granting exemption from the federal income tax to nonprofit organizations. 501(c)(3) exemptions may apply to corporations, and any community chest, fund, or foundation, organized and operated exclusively for religious, charitable, scientific, testing for public safety, literary, or educational purposes, or to foster national or international amateur sports competition, or for the prevention of cruelty to children or animals.

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

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

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

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

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

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

Program Income: Program income means gross income earned by Contractor that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance except as provided in 45 CFR § 75.307(f). "During the period of performance" is the time between the time in which the CSD may incur new obligation to carry out the work authorized under the award.

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

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

Seasonal Farm Worker: A person who during the eligibility determination period (any 12 month period within the 24 month period preceding application for program benefits and/or services) was employed at least 25 days in farm work or earned at least $400 in farm work and who has been primarily employed in farm work on a seasonal basis, without a constant year-round salary. Seasonal farm worker is not a term used in the Contract but is captured for reporting purposes in CSD's Weatherization Database, EARS and Intake Form (CSD 43).

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

Single-Family Dwelling: A dwelling structure containing no more than one dwelling unit. For the purposes of travel reimbursement and shell leakage testing, a single-family dwelling is

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defined as a one-unit, single-family dwelling or a one-unit, single-residential housing dwelling with one to four attached units.

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

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

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

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

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

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

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

Vulnerable Populations: Young children (ages 5 years or under), disabled, and elderly persons (ages 60 or older).

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

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

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## SUBVENTION CONTRACT

## ARTICLE 14 - TABLE OF FORMS AND DOCUMENTS INCORPORATED BY REFERNCE

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

14.1 Forms to be returned with signed contract:

14.1.1 Certification Regarding Lobbying/Disclosure of Lobbying Activities;

14.1.2 Agency Staff and Board Roster (CSD 188);

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

14.1.4 2022 LIHEAP Production Plan (CSD 622);

14.1.5 Agency Local Plan; and

14.1.6 Public Website Update Form (CSD Form 251).

14.2 The following documents are hereby incorporated by this reference:

14.2.1 2022 LIHEAP Numbers, Contractors, and Service Territories;

14.2.2 Agency Local Plan;

14.2.3 State Administrative Manual Section 5300 at http://sam.dgs.ca.gov/TOC/5300.aspx;

14.2.4 Reimbursement Rates for Weatherization and EHCS Activities;

14.2.5 State Information Management Manual at http://www.cio.ca.gov/Government/IT_Policy/SIMM.html;

14.2.6 Supplemental Audit Guide;

14.2.7 Training Requirements Matrix; and

14.2.8 Direct Pay Utility Pledge Timeframe.

14.3 The following CPA's and CPN's are hereby incorporated by reference:

14.3.1 CPA-A-12-01 Program Procedure Guidance with NCB Procurement Worksheet;

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14.3.2 CPA-E-18-005 Expenditure Reconciliation Policy and Procedure;

14.3.3 CPN-A-17-01 Equipment Use and Disposition Requirements;

14.3.4 CPN-A-18-01 Program Income;

14.3.5 CPN-E-19-001 Working Capital Advance;

14.3.6 CPN-E-19-002 Energy Reimbursement Policies and Procedures;

14.3.7 CPN-E-20-01 SWEATS Policy;

14.3.8 CPA-E-20-01 COVID-19 Guidance and Program Relief

14.3.8.1 CPA-E-20-01E Guidance and Program Relief for LSPs Impacted by COVID-19

14.3.9 CPA-A-20-02 Administrative Relief from Loss of Operations Due to COVID-19 Crisis

14.3.10 CPN-E-20-02 PSPS Emergency Preparedness Pilot Policy;

14.3.10.1 CPN-E-20-02E PSPS Emergency Preparedness Pilot Policy Errata

14.3.10.2 CPN-E-20-02M PSPS Emergency Preparedness Pilot Policy

14.3.10.3 CPN-E-20-02M2 PSPS Emergency Preparedness Pilot Policy Modification

14.3.11. CPN-E-20-03E7 Payment of Wages and Benefits COVID-19 Errata 7

14.3.12 CPN-E-20-05 Transferring Funds

14.3.13 CPA-E-20-09 Raising Procurement Levels

14.3.14 CPA-E-21-01 Technical Reference Manual Transition

14.3.15 CPA-E-21-02 Revised Weatherization Forms Implementation

14.3.15.1 CPA-E-21-02E Revised Weatherization Form Implementation

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

**DAVID SCRIBNER**
**DIRECTOR**

**GAVIN NEWSOM**
**GOVERNOR**

April 25, 2023

Dear Executive Director:

The purpose of this letter is to notify you of the 2022 Low Income Home Energy Assistance Program (LIHEAP) contract amendment extending the contract term from June 30, 2023, to December 31, 2023. To facilitate this extension, the amendment also provides an updated contract close-out period, reducing the period from 90 days to 30 days. The contract close-out is due no later than January 31, 2024.

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

Sincerely,



DAVID SCRIBNER, ESQ.
Director

Attachments

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# 2022 LIHEAP Contract Checklist Effective May 1, 2023

**General Comments and Requirements:**

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

**Contract Packet:**

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

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

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

**Please return the completed contract packets within 30 days (45 days for public agencies).**

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

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Resolution 22-37

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
**STANDARD AGREEMENT - AMENDMENT**
STD. 213A (Rev. 10/2019) CSD Rev (12/2019)

| AGREEMENT NUMBER | AMENDMENT NUMBER | PURCHASING AUTHORITY NUMBER (if applicable) |
|---|---|---|
| 22B-4021 | 2 | |

1. This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY NAME
**Department of Community Services and Development**

CONTRACTOR NAME
**Mariposa County Human Services Department**

2. The term of this Agreement is : November 1, 2021 through December 31, 2023

3. The maximum amount of this Agreement is: Total $958,000.00

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

i. The term of this Agreement has changed from November 1, 2021 through June 30, 2023 to November 1, 2021 through December 31, 2023

ii. Articles 1 through 14 are deleted in their entirety and replaced with the attached.

All other terms and conditions shall remain the same.
**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**CONTRACTOR**

CONTRACTOR NAME *(If other than an individual, state whether a corporation, partnership, etc.)*
**Mariposa County Human Services Department**

CONTRACTOR BUSINESS ADDRESS, CITY, STATE ZIP
P.O. Box 99, Mariposa, CA 95338

PRINTED NAME OF PERSON SIGNING: Joe Lynch
TITLE: HHSA Director

CONTRACTOR AUTHORIZED SIGNATURE: DocuSigned by: Joe Lynch 9C760F0DDEF94BE...
DATE SIGNED: 5/23/2023 | 3:09 PM PDT

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME
**Department of Community Services and Development**

| CONTRACTING AGENCY ADDRESS | CITY | STATE | ZIP |
|---|---|---|---|
| **2389 Gateway Oaks Drive, Suite 100** | **Sacramento** | **CA** | **95833** |

PRINTED NAME OF PERSON SIGNING: **Chris Vail**
TITLE: **Chief Financial Officer**

CONTRACTING AGENCY AUTHORIZED SIGNATURE: DocuSigned by: C Vail 5738D524A1A146B...
DATE SIGNED: 5/25/2023

**CALIFORNIA Department of General Services Use Only**

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

DS SP

☐ Exempt per _____

Approved as to Legal Form: 5/23/2023 | 3:08 PM PDT

DocuSigned by: Steve Dahlem F6A416F06B394BF...
Steven W. Dahlem, County Counsel

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# MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

## RESOLUTION - ACTION REQUESTED 2022-37

MEETING: January 18, 2022

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: 2022 LIHEAP 22B-4021 Contract for Energy Assistance and Weatherization

---

**RECOMMENDATION AND JUSTIFICATION:**
Approve the 2022 Low Income Home Energy Assistance Program (LIHEAP) Agreement 22B-4021 and Certifications with the California Department of Community Services and Development (CSD) in an amount not to exceed $525,000 to provide energy assistance payments; and authorize the Health and Human Services Agency Director to sign the agreement, certifications, and all subsequent Amendments (Subject to County Counsel Approval as to Form).

The purpose of LIHEAP, under the auspices of the CSD, is to provide energy assistance to low-income county residents. LIHEAP funds have been allocated to Mariposa County for several years and operate on a program term basis.

Thus far in program year 2020 ending December 3, 2021, this program has assisted 584 low-income households containing 1,310 persons with energy assistance propane, wood, and utility payments and 11 households and 30 persons with weatherization services. A large percentage of these households include vulnerable populations such as seniors, the disabled, children under 5 years, and the working poor.

**BACKGROUND AND HISTORY OF BOARD ACTIONS:**
The Board approved the previous 2021 ARPA LIHEAP Agreement on September 28, 2021 by Resolution 2021-538.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**
If this Agreement is not approved, Mariposa will lose the grant funds of $525,000 and the opportunity to provide Energy Assistance payments to serve an estimated 683 Mariposa County households and 1,598 persons under this grant agreement.

**FINANCIAL IMPACT:**
**This program is funded by federal energy assistance grant (LIHEAP) funds. Continuation of the LIHEAP grant was anticipated and included in the FY21-22 Budget. Progress in the implementation of this grant will be monitored, and the FY21-22 budget for fund 3334 will be adjusted if necessary. There is no impact to the County General Fund.**

**ATTACHMENTS:**

DS
DW

REF ID# 12490

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**213_22B-4021 (PDF)**
**00. 2022 LIHEAP Contract Cover Letter (PDF)**
**03. CSD 279 FFATA v01.15 (PDF)**
**02. Lobbying Certification (PDF)**
**2022 LIHEAP Contract Final.. (PDF)**

**RESULT:** **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
**MOVER:** Marshall Long, District III Supervisor
**SECONDER:** Tom Sweeney, District II Supervisor
**AYES:** Smallcombe, Sweeney, Long, Forsythe, Menetrey

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



# SUBVENTION CONTRACT

## Contents

**PREAMBLE 1**

**ARTICLE 1 -SCOPE OF WORK ..... 1**

1.1 General ..... 1
1.2 Service Area ..... 1
1.3 Term and Amount of Contract ..... 2
1.4 Service Area Expenditure Requirements ..... 2
1.5 Program Authorities – Requirements, Standards and Guidance ..... 2
1.6 Duplication of Services ..... 5

**ARTICLE 2 -CONTRACT ADMINISTRATION AND PROCEDURE ..... 6**

2.1 State Contracting Requirements – "General Terms and Conditions, GTC 04/2017" ..... 6
2.2 Contractor's Option of Termination ..... 6
2.3 Budget Contingencies ..... 6
2.4 Miscellaneous Provisions ..... 8

**ARTICLE 3 -CONTRACT CHANGES ..... 9**

3.1 Amendment ..... 9
3.2 Minor Modifications ..... 9

**ARTICLE 4 -ADMINISTRATIVE POLICIES AND PROCEDURES ..... 10**

4.1 Board Roster, By Laws, Resolution, and Minutes ..... 10
4.2 Internal Controls Requirements ..... 10
4.3 Record Retention Requirements ..... 11
4.4 Insurance and Fidelity Bond ..... 11
4.5 System Security Requirements ..... 14
4.6 Travel and per diem ..... 16
4.7 Conflict of Interest ..... 17
4.8 Procurement Standards ..... 18
4.9 Use and Disposition of Vehicles and Equipment ..... 20
4.10 Subcontracts ..... 20
4.11 Complaint Management Policies and Procedures ..... 22
4.12 Fair Hearing Process for Applications for Denial of Benefits by Contractor ..... 22
4.13 Fraud, Waste, and Abuse ..... 23

**ARTICLE 5 -ADMINISTRATIVE AND PROGRAM EXPENDITURES REQUIREMENTS ..... 24**

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



5.1 Budget Guidelines ..... **24**
5.2 Utility Assistance Expenditure Requirements ..... **25**
5.3 Working Capital Advance and Major Purchase Advances ..... **26**
5.4 Program Income ..... **28**
5.5 Wood, Propane and Oil Returned Payments ..... **29**
5.6 Allowable Costs ..... **30**
5.7 Service Area Expenditures Requirements ..... **36**
5.8 Reimbursement Guidelines ..... **38**
**ARTICLE 6 - REPORTING POLICIES AND PROCEDURES** ..... **49**
6.1 Reporting Requirements ..... **49**
**ARTICLE 7 - PROGRAM POLICIES AND PROCEDURES** ..... **53**
7.1 LIHEAP Agency Local Plan ..... **53**
7.2 Program Standards and Regulatory Requirements ..... **53**
7.3 Prioritization of Services ..... **55**
7.4 Service Priority Guidelines ..... **56**
7.5 Outreach and Intake Activity Guidelines ..... **56**
7.6 Assurance 16 Activity Guidelines ..... **58**
7.7 Leveraging Activities ..... **60**
7.8 Record-Keeping Responsibilities ..... **61**
**ARTICLE 8 - PROGRAM IMPLEMENTATION** ..... **68**
8.1 HEAP/WPO Activity Guidelines ..... **68**
8.2 Weatherization Activity Guidelines ..... **69**
8.3 Energy Crisis Intervention Program (ECIP) Services Activity Guidelines ..... **80**
8.4 ECIP Fast Track and HEAP Electric and Gas Pledge Guidelines ..... **87**
8.5 SWEATS Activity Guidelines ..... **87**
8.6 Quality Assurance ..... **87**
**ARTICLE 9 - TRAINING, LICENSING AND CERTIFICATIONS** ..... **92**
9.1 Training Requirements ..... **92**
9.2 Contractor Licensing ..... **95**
9.3 Special Licensing - Weatherization ..... **95**
9.4 Environmental Protection Agency (EPA) Certifications ..... **96**
9.5 Mandatory Training ..... **96**
**ARTICLE 10 - COMPLIANCE POLICIES AND PROCEDURES** ..... **97**
10.1 Right to Monitor, Audit, and Investigate ..... **97**

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



10.2 Auditing Standards and Reports ..... 97
10.3 Compliance Monitoring ..... 100
10.4 Enforcement Process - Noncompliance with Requirement of this Contract ..... 103
10.5 Service Delivery and Expenditure Requirements ..... 109
**ARTICLE 11 - FEDERAL AND STATE POLICY PROVISIONS ..... 111**
11.1 Certifications ..... 111
11.2 Provisions for Federally Funded Grants ..... 112
11.3 Federal Certifications Regarding Debarment, Suspension, and Related Matters 113
11.4 Affirmative Action Compliance ..... 114
11.5 Nondiscrimination Compliance ..... 115
11.6 Contractor Fair Hearing - Civil Rights Act Violation ..... 115
11.7 Specific Assurances ..... 115
**ARTICLE 12 - GENERAL TERMS AND CONDITIONS GTC 04/2017 ..... 117**
**ARTICLE 13 - DEFINITIONS ..... 118**
**ARTICLE 14 - TABLE OF FORMS AND DOCUMENTS INCORPORATED BY REFERENCE ..... 128**
14.1 Forms to be returned with signed contract: ..... 128
14.2 The following documents are hereby incorporated by this reference: ..... 128
14.3 The following CPA's and CPN's are hereby incorporated by reference: ..... 128

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



# SUBVENTION CONTRACT

## PREAMBLE

This subvention contract, for the implementation of the Low Income Home Energy Assistance Program (LIHEAP) in program year 2022 ("Contract"), is entered into between the Department of Community Services and Development ("CSD" or "Department") and the contractor named on Form STD. 213, the face sheet of this document ("Contractor") and shall be enforceable on the date last signed.

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

## ARTICLE 1 - SCOPE OF WORK

### 1.1 General

1.1.1 Contractor shall provide Weatherization (WX) assistance, Home Energy Assistance Program (HEAP) assistance, and Energy Crisis Intervention Program (ECIP) assistance to eligible participants residing in the service area described in Section 1.2, pursuant to all applicable federal and state statutes and regulations, including the Low Income Home Energy Assistance Act of 1981 (42 USC §§ 8621 et seq., as amended) (the Act) and California Government Code Section 16367.5 et seq., as amended. Contractor shall provide crisis services and activities to the low-income community within its service area through at least March 15, 2022. Contractor shall administer LIHEAP services to eligible low-income households in accordance with both need and the Contractor's service delivery plan approved by CSD. Contractor shall ensure that the highest level of assistance will be furnished to those households which have the lowest incomes and the highest energy costs or needs in relation to income, and that the services and activities funded by this Contract shall also meet all other assurances specified in Section 8624 of the Act.

1.1.2 The LIHEAP Catalog of Federal Domestic Assistance number is 93.568. The award is funded through the United States Department of Health and Human Services (HHS).

### 1.2 Service Area

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

The 2022 LIHEAP Numbers, Contractors, and Service Territories listing may be accessed at under the Supporting Documents section https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx.

1.2.2 Contractors that provide services in Los Angeles and San Diego counties shall refer to the ZIP Codes listing located at under the Supporting Documents section

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx to determine the zip codes for their respective area.

## 1.3 Term and Amount of Contract

1.3.1 The term of this Contract shall be for the period represented on the face sheet (Form STD 213). Contractor shall perform all work under this contract prior to, or up to December 31, 2023, in accordance with Article 10.5 section 10.5.2, regardless of the contract term end date.

1.3.2 The contract amount as represented on Form STD. 213 consists of Contractor's total allocation to include the "Direct Services" and "Utility Assistance" portions attributable to Contractor's service area(s).

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

## 1.4 Service Area Expenditure Requirements

Contractor shall be subject to special expenditure requirements as provided in Article 5, Section 5.7 of the Contract, if any of the following pertain:

1.4.1 This Contract involves funding for LIHEAP services provided by Contractor in multiple counties or service areas; or

1.4.2 Contractor has additional contracts with CSD for the provision of LIHEAP or United States Department of Energy, Weatherization Assistance Program (DOE WAP) services in counties or service areas other than the county or service area to which this Contract applies.

## 1.5 Program Authorities – Requirements, Standards and Guidance

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

1.5.1.1 The Low-Income Home Energy Assistance Act of 1981 (42 USC §§ 8621 et seq.), and the Low-Income Home Energy Assistance Program (45 CFR Part 96, Subpart H);

1.5.1.2 The California Government Code (Cal. Gov. Code) §§ 16367.5 et seq., as amended, and Title 22 of the California Code of Regulations (CCR) §§ 100800 et seq.; and

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



1.5.1.3 The Single Audit Act (31 USC §§ 7501 et seq.), and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

1.5.2 *Conflict of Laws.* Contractor shall comply with all of the requirements, standards, and guidelines contained in the authorities listed below, as they may be amended from time to time, regarding procurement, administrative, and other costs claimed under this Contract, including those costs incurred pursuant to subcontracts executed by Contractor, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the requirements, standards, or guidelines in this Contract directly conflict with any State law or regulation at Government Code §§16367.5 et seq. or 22 CCR §§100800 et seq., or any provision of this Contract, then federal law or regulation or provision shall take precedence, and then state law; unless, under specified circumstances, a provision of federal law applicable to block grants, such as 45 CFR § 96.30, allows for the application of state law.

1.5.2.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75); and

1.5.2.2 Contractor further agrees to abide by all requirements in California Contractor Certification Clauses 04/2017 (CCC-04/2017).

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

1.5.3.1 That such guidance shall be issued by CSD in writing in the form of "CSD Program Notice (CPN) No. XX-XX" posted at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx;

1.5.3.2 That such guidance shall be issued by CSD in writing in the form of "CSD Program Advisory (CPA) No. XX-XX posted at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx;

1.5.3.3 That such guidance shall be issued by CSD in the most timely and expeditious manner practicable;

1.5.3.4 That such guidance shall be reasonably necessary to realize the purposes of LIHEAP;

1.5.3.5 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

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



Contract;

1.5.3.6 Contractor shall notify CSD within 10 business days of issuance of a CPN or CPA, if Contractor is unable to fulfill its obligations under the new guidance;

1.5.3.7 That the parties' failure to execute a mutually acceptable amendment or CPN or CPA, as contemplated in subsection 1.5.3.5 and 1.5.3.6, in a reasonable period of time, shall result in this Contract being without force and effect subject only to such provisions contained herein as are intended to survive the Contract in accordance with the express and implied provisions of applicable federal and state law; and

1.5.3.8 That upon CSD's good faith determination, delivered to the Contractor by written notice that this Contract between the parties to any necessary amendment CPN, or CPA as contemplated in subsection 1.5.3.5 and 1.5.3.6 cannot be achieved, then this Contract shall be "closed out" and the funds disposed in accordance with established CSD procedure and policy and as required under federal and state law.

1.5.4 The federal and state laws, regulations and other authorities referenced in this Section are hereby incorporated by reference into this Contract. Copies may be accessed for reference at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

1.5.5 Contract Elements Integral to Contract and Enforceability Conditions

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

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

1.5.5.1.2 Certification Regarding Lobbying/Disclosure of Lobbying Activities;

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

1.5.5.1.4 Current Insurance or Self-Insurance Authority Certification;

1.5.5.1.5 Board Resolution authorizing execution of this Contract;

1.5.5.1.6 Agency Local Plan (referenced in Article 7.1);

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



1.5.5.1.7 LIHEAP Production Plan (CSD 622) (referenced in Article 5.7); and

1.5.5.1.8 Agency Staff and Board Roster (CSD 188).

1.5.5.2 The Agency Local Plan and forms must be completed by Contractor before CSD will execute the Contract and Contractor is authorized to commence work. CSD may execute this Contract pending its review and final approval of Contractor's submission, provided Contractor acts in good faith to rectify any outstanding issues associated with the documents submitted pursuant to Section 1.5.5.1. All documents submitted pursuant to Section 1.5.5.1 shall become part of this Contract.

1.5.6 Contractor's signature shall constitute a certification that to the best of Contractor's ability and knowledge it will, unless exempted, comply with the provisions set forth in Article 11, Section 11.1, "Certifications" of this Contract.

## 1.6 Duplication of Services

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

1.6.1 Assessment and installation of Health and Safety measures not installed through LIWP;

1.6.2 Reweatherization in accordance with LIHEAP requirements;

1.6.3 Call-backs in accordance with LIHEAP requirements; or

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

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



**SUBVENTION CONTRACT**

## ARTICLE 2 - CONTRACT ADMINISTRATION AND PROCEDURE

### 2.1 State Contracting Requirements – "General Terms and Conditions, GTC 04/2017"

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

### 2.2 Contractor's Option of Termination

2.2.1 Notwithstanding the provisions of Section 1.5.3, Contractor may, at Contractor's sole option, elect to terminate this contract rather than adhere to the procedures set out in Section 1.5.3, should Contractor determine that any subsequent program guidance or proposed amendment to the contract is unjustifiably onerous or otherwise counter to Contractor's legitimate business interests and ability to implement the Contract in an effective and reasonable manner, PROVIDED:

2.2.1.1 The notice of termination is in writing, delivered by U.S. Certified Mail, Return Receipt Requested, and will be effective 30 calendar days after receipt by CSD; and

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

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

2.2.3 Contractor shall, within 60 calendar days of termination, close-out the contract in accordance with contractual close-out procedures.

2.2.4 CSD may at its option procure a temporary replacement provider, and may at its option, designate a permanent replacement provider for Contractor's service area in accordance with federal and state law.

### 2.3 Budget Contingencies

2.3.1 Federal Budget Contingency

2.3.1.1 Because of uncertainty in the federal budget process, this Contract may be executed before the availability and amounts of federal funding can be ascertained, in order to minimize delays in the provision of services and the distribution of funds. The obligations of the parties under this Contract

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



are expressly contingent on adequate funding being made available to CSD by the United States government.

2.3.1.2 If federal funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, CSD shall at its sole discretion have the option either to terminate this Contract upon written notice to Contractor or, in the alternative, to offer an amendment addressing the reduced funding. If the parties fail to reach an agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract close-out obligations and final settlement.

2.3.1.3 If federal funding authorities condition funding on any obligations, restrictions, limitations, or conditions not in existence when this Contract was executed, this Contract shall be amended by mutual agreement for compliance with such obligations, restrictions, limitations, or conditions. Failure of the parties to reach an agreement on such amendment shall render this Contract without force and effect.

2.3.1.4 Subject to the provisions of subsection 2.3.1.2, CSD shall authorize expenditures of funds under this Contract based on any Continuing Resolution appropriations that are adequate for the purpose. CSD shall notify the Contractor in writing of authorized interval funding levels.

2.3.2 State Budget Contingency

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

2.3.2.2 If program funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, CSD shall at its sole discretion have the option either to terminate this Contract upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach an agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract close-out obligations and final settlement.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



## 2.4 Miscellaneous Provisions

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

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

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

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

2.4.4.1 To Contractor's address of record; and

2.4.4.2 To CSD at:
Department of Community Services and Development
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



**SUBVENTION CONTRACT**

# ADMINISTRATIVE REQUIREMENTS

## ARTICLE 3 - CONTRACT CHANGES

### 3.1 Amendment

3.1.1 Changes to this Contract shall be made by formal amendment with exceptions specified in Article 1 subsection 1.5.3 and in Section 3.2, below.

3.1.2 Contractor shall notify CSD in writing when any proposed amendment or change will significantly impact Contractor's Program Budget and/or Operations. CSD will afford Contractor a reasonable opportunity and sufficient time in which to phase-in the mandated change.

### 3.2 Minor Modifications

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

3.2.2 Minor Modifications shall not alter the maximum limits established for specific budget line items, e.g., administrative costs, Assurance 16, intake, outreach, and training and technical assistance costs, except as otherwise provided herein.

3.2.3 Allowable modifications to this Contract include the minor budget modifications and expenditure requirements, specified in Article 5.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



## ARTICLE 4 -ADMINISTRATIVE POLICIES AND PROCEDURES

### 4.1 Board Roster, By Laws, Resolution, and Minutes

4.1.1 Contractor shall submit to CSD an Agency Staff and Board Roster form (CSD 188) listing the current Agency Staff and roster of members of its governing board, including contact information for each board member at a location other than the Contractor's offices, and the most recent version of the organizational bylaws. Contractor is responsible to notify CSD of any changes to the Executive Director, Program Manager, Chief Financial Officer and board roster within 30 calendar days of such occurrence.

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

4.1.3 Where Contractor elects to delegate the signing authority to the chief executive officer or designated officials, CSD will accept either a resolution specific to this Contract or a resolution passed by the governing board that applies to any contract entered into by Contractor. Where Contractor provides a general resolution, Contractor shall maintain documentation that the chief executive officer provided timely and effective communication of the execution and terms of this Contract to the Board. Either a specific or current general resolution must be on file with CSD before execution of this Contract by CSD.

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

### 4.2 Internal Controls Requirements

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

4.2.1 Segregation of duties appropriate to safeguard state assets;

4.2.2 Limited access to agency assets to authorized personnel who require these assets in

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



the performance of their assigned duties;

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

4.2.4 Established practices to be followed in the performance of duties and functions;

4.2.5 Personnel of a quality commensurate with their responsibilities; and

4.2.6 Effective internal reviews.

## 4.3 Record Retention Requirements

4.3.1 All records maintained by Contractor shall meet the requirements contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

4.3.2 Contractor shall maintain all records pertaining to this Contract for a minimum period of three years after submission of the final report or until resolution of all related audit or monitoring findings, enforcement actions, including cost disallowance, legal proceedings or other pending matters, whichever is later.

4.3.3 Contractor shall retain and secure all employee and client/applicant records and information in compliance with the Federal Privacy Act of 1974, as amended (5 USC § 552a) and Information Practices Act of 1977, as amended. (Civ. Code §§ 1798 et seq.)

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

## 4.4 Insurance and Fidelity Bond

4.4.1 General Requirements

4.4.1.1 Contractor agrees that the required insurance policies and bonds, specified below, shall be in effect at all times during the term of this Contract.

4.4.1.2 Contractor shall provide CSD with written notice at least 30 calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Contract and, prior to any lapse or reduction in coverage, provide CSD with documentation, as specified in subsection 4.4.1.3, showing substitute coverage has been obtained or alternative

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



measures have been taken to ensure compliance with the requirements of this Contract.

4.4.1.3 In the event insurance coverage expires during the term of this Contract Contractor agrees to provide within 30 calendar days of the expiration date, a new Certificate of Insurance (ACORD 25) for not less than the remainder of the term of this Contract. The new Certificate of Insurance (ACORD 25) shall evidence no lapse in coverage. The Certificate of Insurance (ACORD 25) shall identify and name CSD as the Certificate Holder.

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

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

4.4.1.6 With the exception of workers' compensation and fidelity bond, CSD shall be named as an additional insured on all certificates of insurance required under this Contract.

4.4.1.7 The issuance of other CSD contracts, as well as reimbursement payments, to the Contractor may be suspended until evidence of the required current insurance coverage has been submitted to CSD.

4.4.1.8 Should Contractor utilize a subcontractor(s) to provide services under this Contract, Contractor shall indemnify and hold CSD harmless against any liability incurred by that subcontractor(s).

4.4.2 Self-Insurance

4.4.2.1 When Contractor is a self-insured governmental entity, CSD, upon receipt of satisfactory proof of the entity's self-insurance authority, may waive the insurance requirements. A duly authorized county or city risk manager shall provide signed certification of the governmental entity's ability to cover any potential losses under this Contract.

4.4.2.2 Governmental contractors shall specify in writing a list of which coverage(s) will be self-insured under this Contract and shall list all applicable policy numbers, expiration dates, and coverage amounts for coverage which is not self-insured.

4.4.2.3 If a governmental contractor's self-insurance coverage does not contain any changes from the prior year, CSD will accept a certified letter signed

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



by authorized personnel, stating that no changes have occurred from the previous year. This letter is due at the time of contract execution or within 30 calendar days of coverage.

4.4.3 Workers' Compensation Insurance

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

4.4.3.2 Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD either a Certificate of Insurance (ACORD 25) or a Certificate of Consent to Self-Insure, issued by the Director of the Department of Industrial Relations, as evidence of compliance with the workers' compensation insurance requirement.

4.4.4 Commercial or Government Crime Coverage (Fidelity Bond)

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

4.4.4.2 Contractor's fidelity bond coverage limits shall not be less than a minimum amount of 4% of the total contract amount, excluding Utility Services, as set forth under this Contract.

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

4.4.5 General Liability Insurance

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

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

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



4.4.6 Vehicle Insurance

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

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

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

## 4.5 System Security Requirements

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

4.5.1 Data Protection

4.5.1.1 Data exchanged between CSD and Contractor must be limited to the data fields included on Data Transfer Rules (DTR) documents posted at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx. No personal financial information, e.g., credit card, bank account numbers, shall be stored or exchanged in the data exchange sessions.

4.5.1.2 Access to the above-mentioned data included in the DTR must only be given to authorized personnel to complete essential duties. Authorized personnel are to log into these systems using their own assigned credentials (i.e., no login account sharing). Upon departure of personnel with assigned credentials, the Contractor will remove the employee's

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



access to the systems as soon as possible.

4.5.1.3 To the extent Contractor utilizes tablet or other internet-based or mobile devices for client intake and application purposes ("Electronic Intake") in lieu of paper forms and documents, Contractor shall comply with all federal and state information security requirements and with such guidance and protocols as CSD may from time to time issue for the purpose of ensuring the integrity of Electronic Intake, including, but not limited to, the use of electronic signatures, data privacy, security, transfer, and retention requirements.

4.5.1.4 Data exchanged between CSD and Contractor via email communication must have all personally identifying information (PII) and other sensitive information redacted before the document is sent. Alternately, Contractor must encrypt any attachments that have sensitive data using encryption tools and configurations as required by CSD.

4.5.2 Contractor Systems Security

4.5.2.1 The physical location of the computing and data storage devices (e.g. servers) shall be within access-controlled facilities. Individual users may not have access to the data except through their systems that are specifically credentialed for Contractor business. All access will be controlled by authentication methods to validate the approved users.

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

4.5.2.3 Both CSD and Contractor shall keep security patches and anti-virus and anti-malware software up to date on all systems on which data may be used.

4.5.2.4 Contractor shall securely destruct data by sanitizing media prior to disposal.

4.5.3 Trusted Behavior Expectations

CSD's application system and users shall protect Contractor's application system/data and the Contractor's application system and users shall protect CSD's application system/data in accordance with the Privacy Act of 1974 (5 USC § 552a), and Trade Secrets Act (18 USC § 1905), the Stored Communications Act (18 USC §§ 2701 et seq.). Technology and systems code and functionality are owned by the respective parties and may not be shared with anyone else or used without written consent of the owner.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



4.5.4 Incident Reporting

Any party discovering a security incident shall report it in accordance with its incident reporting procedures. Contractor shall, within 24 hours of discovery, report to CSD's Information Security Office at ISO@csd.ca.gov any security incident contemplated herein. Examples include, but are not limited to, stolen or lost equipment, malware/ransomware detection, suspected hacking, etc. Contractor further agrees CSD shall have the right to participate in the investigation of a security incident involving CSD's data, and to cooperate fully with CSD and other relevant State entities during independent investigation of the security incident.

4.5.5 Audit Trail Responsibilities

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

4.5.6 Data Sharing Responsibilities

Contractor shall ensure that all primary and delegated secondary organizations that share, exchange, or use personal, sensitive, or confidential data, pursuant to this Contract and subcontracts issued by Contractor, shall adhere to these security requirements and applicable state and federal law, in addition to further data sharing guidance as may be issued by CSD during the term of this Contract. If data sharing is accomplished via interconnectivity of an application system, then data sharing must be certified to be secure by both parties.

4.5.7 Security Assessment

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

## 4.6 Travel and per diem

4.6.1 Contractor's employee travel costs and per diem reimbursement rates shall be reimbursed in accordance with Contractor's written policies and procedures not to exceed federal per diem requirements and are subject to the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



HHS Awards (45 CFR Part 75, including 45 CFR § 75.474).

4.6.2 Contractor shall complete the Out-of-State Travel Form (CSD 536) and keep on file with back up documentation for compliance monitoring. Out-of-State travel is limited to two staff per event, unless otherwise indicated on the Out-of-State-Travel Form CSD 536. Contractor must seek pre-approval, prior to travel, for non-preapproved conferences when more than two staff are attending.

4.6.3 In the absence of a written travel reimbursement policy, Contractor shall receive reimbursement rates not to exceed federal per diem limits.

## 4.7 Conflict of Interest

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

4.7.2 Contractor shall not pay Federal funds received from CSD to any entity in which it or one of its employees, officers, or 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 the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75, including 45 CFR §§ 75.112 & 75.327).

4.7.3 Contractor shall ensure that its employees and the officers of its governing body do not engage in actual or potential conflicts of interest and that no officer or employee who has responsibility for any activity or function with respect to LIHEAP and the implementation of this Contract shall have any personal financial interest in such activity or function or otherwise personally benefit or gain from the activity or function.

4.7.4 Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly

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those with whom they have family, business, or other ties.

4.7.5 Contractor shall not provide LIHEAP services or benefits in situations where an actual or perceived conflict of interest exists, unless the activity is explicitly allowed under Contractor's conflict of interest policies and procedures that are compliant with federal requirements. If Contractor provides program services to owner-occupied or rental dwellings that are owned or managed by the Contractor, its employees, or officers, Contractor shall submit the Property Certification form (CSD 678), in advance of providing weatherization and Energy Heating and Cooling Services (EHCS). Contractor shall ensure that other recipients or potential eligible recipients of services are not prejudiced or adversely affected by the receipt of services by Contractor.

4.7.6 Contractor must demonstrate that it will:

4.7.6.1 Follow all client eligibility and prioritization requirements of the federal and State LIHEAP programs, as applicable to each service or activity;

4.7.6.2 Comply with all dwelling eligibility requirements of this Contract, including but not limited to the prohibition against rent increases after service delivery and multiple dwelling restrictions;

4.7.6.3 Substantiate the need for weatherization and EHCS by completing a dwelling assessment for each individual dwelling unit served; and

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

## 4.8 Procurement Standards

4.8.1 Contract Administration

4.8.1.1 *Maintenance of written procurement procedures.* Contractor shall administer this Contract in accordance with all federal and state rules and regulations governing LIHEAP block grants pertaining to procurement, including the Code of Federal Regulations' Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards and amendments thereto, consistent with the general Code of Federal Regulations compliance requirement in Section 1.5, Article 1 of this Contract 45 CFR Part 75, and pursuant to CPA-A-12-01. Contractor shall establish, maintain, and follow written procurement procedures consistent with the procurement standards in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75) or any subsequent amendments to these standards, and the applicable provisions in this Contract, including but not limited to a

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code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open and free competition.

4.8.1.2 *Eligible Bidders.* Contractor shall not permit any organizational conflicts of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subcontractor performance and eliminate unfair competitive advantage, individuals or firms that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall only award a subcontract to the bidder or offer or whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors relevant to the procurement. Contractor's solicitations shall clearly set forth all requirements that the bidder or offer or must fulfill in order for the bid or offer to be adequately and fairly evaluated by the recipient.

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

4.8.1.4 Contractor shall provide for an open and free competition, to include a cost analysis, in accordance with federal and state law, for the procurement of materials, supplies, equipment, or services.

4.8.1.5 *Non-Competitive bid justification.* If a service or product is of a unique nature, is in response to a public exigency or emergency, or more than one potential vendor/provider cannot reasonably be identified, Contractor shall document adequate justification for the absence of competitive bidding. "Adequate justification" must include but is not limited to:

4.8.1.5.1 Explanation of why the acquisition of goods or services is limited to one vendor or supplier;

4.8.1.5.2 Description of sole vendor/supplier's unique qualifications to provide the goods or services in question; and

4.8.1.5.3 Analysis of cost(s) to demonstrate reasonability.

4.8.1.6 *CSD Lease/Purchase Pre-Approval Requirements*. To ensure that significant procurement transactions are conducted in an open and freely competitive manner, Contractor shall obtain prior written approval from

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CSD of capital expenditures for vehicles and equipment with a unit cost of $10,000 or more through the submission of a Request for Purchase/Lease Pre-Approval (CSD 558) to CSD at least 15 calendar days prior to executing transaction. Transactions without CSD's prior written approval may be disallowed.

4.8.1.7 In all procurements, whether requiring CSD pre-approval or not, Contractor is solely responsible for maintaining adequate procurement records demonstrating compliance with Federal and State requirements.

4.8.1.8 Noncompliance with any of the provisions in this section may result in a disallowance of costs related to the procurement transaction.

## 4.9 Use and Disposition of Vehicles and Equipment

4.9.1 To ensure compliance with the requirements for vehicles and equipment, Contractor shall comply with Uniform Administrative Requirement, Cost Principles, and Audit Requirements for HHS Awards governing the acquisition of equipment with federal funds set forth in 45 CFR Part 75 (including 45 CFR §§ 75.320 & 75.439).

To ensure compliance with the requirements for equipment, vehicles, and the maintenance of equipment and vehicle records, Contractor shall adhere to CPN-A 17-01 or as revised. Contractor shall include information relevant to any purchase/lease pre-approval documented in the CSD 558 submitted to, and approved by, CSD, including the date the request was sent to CSD, the item(s) requested, and date of CSD approval in Contractor's property records.

4.9.2 Contractor shall provide the information specified in CPN-A-17-01, including any supporting documents, to CSD upon request.

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

## 4.10 Subcontracts

4.10.1 Contractor may enter into subcontract(s) to provide services pursuant to this Contract in the service area(s) specified in Section 1.2 of Article 1. Subcontracts must require that parties comply with all applicable provisions of this Contract. Such requirement shall not relieve Contractor from any performance obligation created herein, nor from liability for a subcontractor's failure of performance.

4.10.2 If Contractor elects to subcontract for services, the Contractor's Board authorization and approval must be obtained and communicated to CSD in writing together with notice of execution of the subcontract as provided in Section 4.10.3. Contractor's

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Board, through a resolution or other official documentation, may elect to delegate the signing authority for the approval of subcontractors to the Chief Executive Officer or designated authority unless such delegation is set forth in the bylaws of the agency and a copy of the provision is communicated to CSD.

4.10.3 Within 60 calendar days of the execution of any subcontract, Contractor shall provide written notification to CSD of the execution of the subcontract as well as identifying information, to include the name of the subcontractor entity, its address, telephone number, contact person, contract amount, and program description of each subcontractor activity to be performed by the subcontractor.

4.10.4 Notification of subcontract execution shall contain certification by Contractor that to the best of Contractor's knowledge, the subcontractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency. For purposes of this certification of subcontractor eligibility, Contractor may rely on information available at https://www.sam.gov/SAM/pages/public/index.jsf.

4.10.5 If CSD determines that Contractor has executed a subcontract with an individual or entity listed as disbarred, suspended, or otherwise ineligible on the Excluded Parties List System as of the effective date of the subcontract, costs Contractor has incurred under the subcontract may be disallowed.

4.10.6 Contractor must ensure that funds expended pursuant to this Contract are allowable and allocable. Contractor must adopt fiscal control and accounting procedures sufficient to enable the tracing of funds paid to any subcontractor to a level of expenditure adequate to establish that such funds have not been used in violation of this Contract. Contractor shall ensure that any subcontracts under this Contract contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor may achieve this through detailed invoices, by periodic monitoring of subcontractor's program activities and fiscal accountability, by retaining a right of reasonable access to the subcontractor's books and records, or by any other method sufficient to meet Contractor's responsibility to substantiate costs required by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

4.10.7 Contractor shall notify subcontractor(s) in writing within five business days of such action in the event CSD suspends, terminates, and/or makes changes to services to be performed that materially alter the obligation of the subcontractor under this Contract.

4.10.8 Contractor is liable for the failure of performance of the terms, conditions, assurances, and certifications of this Contract, without recourse against CSD over matters involving subcontracts entered into for the implementation of this Contract, including but not limited to disputes, claims, or other legal action for breach of contract, negligence, torts, or criminal acts and other misconduct.

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4.10.9 Nothing in this Contract creates or implies a contractual relationship between CSD and any subcontractor or creates any obligation by CSD to any subcontractor. Contractor is liable to CSD for damages to CSD for the acts and omissions of its subcontractors that occur in connection with the implementation of this Contract. Contractor's obligation to pay its subcontractors is independent of any obligation of CSD to pay Contractor, and Contractor shall not represent to subcontractors any such obligation of CSD to pay or ensure payments to subcontractors.

4.10.10 All subcontractors shall be subject to applicable training requirements and shall maintain records of completion and certification in accordance with record-keeping provisions in this Contract. In addition, subcontractors whose training is provided at Contractor's expense will be subject to a retention contract, as indicated in Section 9.1.4.

## 4.11 Complaint Management Policies and Procedures

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

4.11.2 Contractor shall ensure that all formal complaints are documented and include the date, time, client name and address, and nature of the complaint and the actions undertaken by the Contractor to resolve the issue. For purposes of this section, "formal complaint" means a written complaint filed with the Contractor by the complainant.

4.11.3 If the Contractor's efforts did not result in a resolution, the Contractor may refer the applicant or client to CSD. The Contractor shall contact CSD and explain the issue, actions taken to resolve the issue, and provide CSD with all supporting documentation that indicates the nature and extent of Contractor's effort to resolve the issue.

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

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

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

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

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

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

4.12.1.4 Provisions to track information on denials and appeals.

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

## 4.13 Fraud, Waste, and Abuse

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

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

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**SUBVENTION CONTRACT**

# FINANCIAL REQUIREMENTS

## ARTICLE 5 - ADMINISTRATIVE AND PROGRAM EXPENDITURES REQUIREMENTS

### 5.1 Budget Guidelines

5.1.1 Budget and Allocation Forms

5.1.1.1 Upon execution of this Contract, CSD shall release at least 99% of the anticipated annual allocation as reflected in the allocation spreadsheet. The remaining allocation shall be released when CSD receives funds from HHS.

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

5.1.2 Minor Modifications

If Contractor intends to request a minor modification to this Contract, Contractor shall submit a Request for Amendment/Modification Energy (CSD 509), by completing a CSD 509 with a justification supporting the fund transfer or change request. Contractor may submit the signed request for amendment/modification to CSD via email, fax, or hard copy with signature via Mail.

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

5.1.2.1 Transferring funds to increase or decrease the Utility Assistance total allocation;

5.1.2.2 Transferring funds to increase or decrease the Wood, Propane and Oil (WPO) total allocation (ECIP WPO or HEAP WPO);

5.1.2.3 Transferring funds between target service areas, which shall be conditioned upon Contractor meeting its target service areas expenditure requirements, as stated in Article 5.7, Section 5.7.3; or

5.1.2.4 Changes to the Agency Local Plan.

5.1.3 Fund Transfer Requirements

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

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

5.1.3.2 Fund Transfer in Service Territory with Multi-Service Areas

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

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

5.1.4 Sufficient Funds for Crisis Services

Contractor must allocate sufficient funds to offer crisis services through at least March 15, 2022 and in accordance with the Agency Local Plan.

5.1.5 Weatherization Waiver

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

## 5.2 Utility Assistance Expenditure Requirements

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

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

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

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

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



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

5.2.2 ECIP Payments - Electric and Gas (Fast Track)

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

5.2.3 HEAP Payments - Electric and Gas

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

## 5.3 Working Capital Advance and Major Purchase Advances

5.3.1 Working Capital Advance (WCA)

Contractor may, in accordance with applicable law, receive WCA payments of allowable program costs per this Contract, provided Contractor complies with the provisions of this section and guidance issued by CSD as is needed to implement this section. In order to receive a WCA, Contractor's financial management systems shall be compliant with the provisions of this Contract, WCA Requirements, applicable CPNs and CPAs, and the standards for fund control and accountability as established in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

5.3.1.1 WCA Requirements include the following standards:

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

5.3.1.1.2 WCA Requirements issued by CSD to Contractor, while conforming to the requirements of this Section 5.3.1, shall take into account the practical requirements and limitations of efficient administration and the effective implementation of this Contract by both Contractor and the CSD;

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5.3.1.1.3 Interest on Advances. Contractor shall deposit all advances in an interest-bearing account. Interest earned, up to $500 per year, may be retained by Contractor for administrative expenses. The account shall be sufficiently segregated to enable the tracking and accounting of WCA funds issued by CSD. Any interest earned on LIHEAP advances shall be accounted for and expended pursuant to 2 CFR § 200.305(b)(9) (45 CFR § 75.305(b)(9)); and

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

5.3.1.2 Contractor shall adhere to the WCA Requirements outlined in CPN-E-19-001, which is available online at: https://agencies.csd.ca.gov/home/Energy/Pages/CPNCPA-Energy.aspx.

5.3.1.3 Major Purchase Advances

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

5.3.1.3.1 Request must be completed via the Major Purchase Advance Request (CSD 144);

5.3.1.3.2 Limited to purchase of items in excess of $10,000;

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

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

5.3.1.3.5 Advance repayment for major purchases will be liquidated upon the first expenditure reporting period following the date of the purchase of the item or items identified in the Request for Pre-approval of Purchase/Lease (CSD 558). An Advance Request (CSD 144) must reflect 100% liquidation in the month following the expected date of purchase;

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5.3.1.3.6 Major Purchase Advance requests will not be granted until such time as no less than 50% of the current WCA has been repaid. The combined total amount of the WCA and Major Purchase advance cannot exceed 25% percent of the Contract or the remaining contract balance, whichever is less; and

5.3.1.3.7 Interest on Major Purchase Advances. Contractor should deposit all major purchase advances in an interest-bearing account. Interest earned, up to $500 per year, may be retained by Contractor for administrative expenses. The account shall be sufficiently segregated to enable the tracking and accounting of Major Purchase Advances funds issued by CSD. Any interest earned on LIHEAP advances shall be accounted for and expended pursuant to 2 CFR § 200.305(b)(9) (45 CFR § 75.305(b)(9)).

5.3.2 WCA and Major Purchase Advance Limits

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

## 5.4 Program Income

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

5.4.2 Determining Net Program Income

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

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

5.4.3 Expenditure, Reporting, and Rollover of Program Income

5.4.3.1 Program income must be expended in accordance with the requirements

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



for expenditure of regular LIHEAP funds, for allowable program purposes.

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

5.4.3.3 Contractor's unexpended program income at the close-out of this Contract shall roll over to subsequent LIHEAP contract(s).

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

## 5.5 Wood, Propane and Oil Returned Payments

5.5.1 Contractor shall maintain a tracking-log of returned payments for services provided. Returned payments must not be entered into the Expenditure Activity Reporting System (EARS) or CSD's Combined Outcome Reporting Engine (CORE). Upon receipt of the returned payment Contractor shall make the following attempts to contact client:

5.5.1.1 Make every reasonable attempt to contact client within five business days of receiving the returned payment during the contract term. The following shall constitute a reasonable effort and be maintained in the client file:

5.5.1.1.1 One phone call attempt stating the client has the option to reclaim the returned payment and provide Contractor with the updated vendor information to reissue the returned payment amount; or

5.5.1.1.2 One letter to the client stating the option to reclaim the repayment and provide Contractor with the updated vendor information to reissue the returned payment amount.

5.5.1.2 Hold the returned payment for the client for 10 business days subsequent to all attempts to contact the client.

5.5.1.3 If the client does not contact Contractor within the above time frames the returned payment shall be added to the current WPO allocation tracking log.

5.5.1.4 If Contractor is unable to identify the client of the returned payment the

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payment can be added to the current WPO allocation tracking log.

5.5.2 Contractor may expend returned payments on WPO services during the term of this Contract. Contractor shall report all such expenditures, along with remaining unexpended returned payments, at the close-out of this Contract or at such other time(s) as CSD reasonably requires.

5.5.3 Contractor's unexpended returned payments at the close-out of this Contract shall be returned to CSD.

5.5.4 Returned payments received after the close-out of the contract shall be promptly returned to CSD.

5.5.5 If Contractor is unable to determine whether the returned payment is funded from the current contract, the returned payment shall be promptly returned to CSD.

**5.6 Allowable Costs**

5.6.1 Cost Reporting

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

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

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

5.6.2 Administrative

5.6.2.1 General

5.6.2.1.1 Administrative costs shall not exceed the amounts as set forth in allocation spreadsheet.

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

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program.

5.6.2.2 Contractor shall use Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75) as a guide for determining administrative costs.

5.6.2.3 Administrative Equipment More Than $10,000—Acquisition Costs

5.6.2.3.1 Acquisition costs shall mean the actual costs associated with the purchase of equipment over $10,000 per unit used for administrative purposes.

5.6.2.3.2 CSD pre-approval is required for the purchases or lease-purchase option of equipment with a total value greater than $10,000 utilizing the Request for Pre-approval of Purchase/Lease (CSD 558).

5.6.2.4 Administrative Out-of-State Travel

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

5.6.3 Program Costs

5.6.3.1 General

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

5.6.3.2 Assurance 16

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

5.6.3.3 Intake

Intake shall be allocated at 8% of the Weatherization Budget and 8% of the ECIP/HEAP Direct Services/Utility Assistance Budget based on the Interim Allocations and/or subsequently the Final Allocation. Reimbursement shall be limited to actual cost up to 8% of Final

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

5.6.3.4 Outreach

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

5.6.3.5 Training and Technical Assistance

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

5.6.3.5.1 If Contractor determines that an increase in the allowable allocation for training and technical assistance is needed to cover the cost of the software database collection system or related automation training as specified below, then Contractor must submit a request to, and obtain prior approval from, CSD.

5.6.3.5.2 Associated training and technical assistance costs may include costs related to travel, admission, materials, and actual salaries/wages. Subcontractor training costs are limited to travel, admission, and materials.

5.6.3.5.3 Training and technical assistance shall include costs associated with the completion of weatherization-related training as specified in the Training Requirement of Section 9.1 of this Contract. Training may include, but not limited to, internal contractor training, safety training, attendance of weatherization-related training to include the software database collection system or other forms of training to aid in the development and skill of staff in utilizing and supporting internal program automation systems, and/or weatherization-related workshops sponsored by utility companies, Department of Energy (DOE), or CSD training. CSD training may include Local Service Provider's Meeting and Association of California Community and Energy Services Roundtable Meetings, and/or other organizations offering a component of weatherization training, and/or is necessary to carry out the

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direct delivery of services.

5.6.3.5.4 Training for job corps and workforce development trainees shall be limited to required CSD health and safety training sessions, unless otherwise approved by CSD.

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

5.6.3.6 Acquisition Costs

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

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

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

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

5.6.3.7 Other Program Costs:

5.6.3.7.1 Other Program Costs

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

5.6.3.7.2 Workers' Compensation

Workers' Compensation shall mean those actual costs associated with workers' compensation coverage for program

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



staff whose salaries and wages are chargeable under program costs.

5.6.3.8 Liability Insurance

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

5.6.3.9 General Operating Costs

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

5.6.3.10 Automation Costs

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

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

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

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



to administrative functions shall be reported as administrative costs pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards (45 CFR Part 75).

5.6.3.10.4 Contractors with multiple LIHEAP contracts for the same contract year are limited to reimbursement up to $50,000 per contract. Contractor shall allocate costs among contracts when permitted and may not charge the same costs to more than one contract.

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

5.6.3.10.6 CSD System-related IT costs that exceed the maximum AC amount of $50,000 may not be reimbursed by CSD.

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

5.6.3.10.8 Upon approval by CSD, Contractor may procure, from Hancock™ or ServTraq©, a new automated reporting system with supplemental functionality beyond basic CSD System reporting requirements. The following provisions apply to Hancock™ and ServTraq© System Users:

5.6.3.10.8.1 If Contractor elects to procure a new automated IT reporting system, it is the Contractor's obligation to ensure that the system procured is fully compliant with CSD System requirements. CSD's responsibility is limited to providing Contractor or its vendor with the applicable system specifications, interface and security protocols;

5.6.3.10.8.2 If Contractor expended funds in a prior year for a system and now wants to purchase a new system with AC funds, Contractor must utilize unrestricted funds, to bear the full cost of the conversion to such an alternative system. Similarly, Contractor may not use future annual AC funding for such conversion. Any alteration to this provision requires prior written approval from CSD and must include the submission of a revised AC plan; and

5.6.3.10.8.3 Systems and services procured by Contractor in order to obtain and implement Hancock™ or ServTraq© system shall be conducted in compliance with Contractor's procurement policy and with all applicable LIHEAP contract requirements and the provisions of federal and state law. Contractor may, at

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

5.6.3.11 Weatherization Program Activities

Weatherization Program Activities shall mean those costs associated with the installation of measures to those dwellings weatherized and reported as completed, to include but not limited to, assessment, diagnostic testing, labor, materials, subcontractors, environmental inspections, permits, Home Energy Rating System (HERS Raters), and Environmental Hazard Work weatherization materials.

5.6.3.12 ECIP Emergency Heating and Cooling Services (EHCS)

ECIP EHCS shall mean those costs associated with emergency heating and cooling repair and replacement services and other related costs, including costs associated with labor, materials, subcontractors, permits, HERS Raters, Environmental Hazard Work weatherization materials, and diagnostics all as further defined by the ECIP Policy and Procedures, and the Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy. The ECIP Policy and Procedures is hereby incorporated by reference to this Contract and available on the CSD Local Agencies Portal at https://agencies.csd.ca.gov/home/Energy/Documents1/ECIP%20Policy%20and%20Procedures.pdf#search=ECIP%20Policy.

## 5.7 Service Area Expenditures Requirements

5.7.1 For purposes of this section the following definitions apply:

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

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



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

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

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

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

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

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

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

5.7.2.3 Some combination of 5.7.2.1 and 5.7.2.2 above.

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

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

5.7.3.2 Contractor shall, as requested by CSD, submit a LIHEAP Production Plan estimating the number of households served by the designated allocation for each Target Service Area and the Agency Local Plan explaining how Contractor will conduct targeted outreach activities, identify service needs

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



in Target Service Areas and track expenditures.

5.7.3.3 At the time of close-out, Contractor shall submit a report comparing Contractor's production estimates, by Service Area, to actual expenditures, what lessons were learned, and what changes in operations are anticipated in coming years.

5.7.3.4 Contractor may, subject to CSD's written approval, expend a portion of a Target Allocation in another service area in which Contractor provides services pursuant to this Contract, under the following circumstances:

5.7.3.4.1 When there is no acute need or ready opportunity for full expenditure of direct program funds in the Target Service Area; and

5.7.3.4.2 When Contractor can readily expend direct program funds in an alternate service area to avoid under expenditure or a loss of funding.

5.7.4 Notwithstanding the provisions of Section 5.7.3, Contractor is authorized under the terms of this Contract to combine the Administrative, Intake, Outreach, Assurance 16, and other program support costs, including liability insurance, workers' compensation, and general operating portion of grant allocations for multiple Service Areas for purposes of efficiency and effective contract implementation, provided such combining of funds does not unduly impair the equitable provision of services or otherwise disadvantage potential recipients of benefits in any Service Area.

## 5.8 Reimbursement Guidelines

5.8.1 Claims for Reimbursement

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

5.8.2 Assurance 16

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

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



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

5.8.3 Wood, Propane, and Oil Assistance

5.8.3.1 HEAP WPO

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

5.8.3.2 ECIP WPO

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

5.8.4 Weatherization and EHCS Specific

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

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

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

5.8.4.4 Contractor may claim reimbursement for labor and material expenses associated with Environmental Hazard Work activities intended to assure the health, safety, and well-being of workers and dwelling occupants during the performance of in-home Weatherization and EHCS services under this Contract. Environmental Hazard Work activities include activities to prevent exposure related to the disturbance of asbestos, lead paint and the COVID-19 virus. Materials shall include items that are disposable or have temporary use, such as Tyvek suits, hand sanitizer, cleaning supplies, disposable face masks, HEPA vacuum cleaner

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



bags/filters, etc. Labor shall include those activities related to prepping and cleaning within the workspace to prevent contamination.

5.8.4.5 Maximum Reimbursement

5.8.4.5.1 Contractor shall be entitled to reimbursement for actual cost, not to exceed the maximum average of $7,669 per dwelling unit weatherized with respect to the energy conservation measures and activities described in Reimbursement Rates for Weatherization and EHCS Activities located on the CSD Local Agencies Portal at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx. The formula for determining the maximum average reimbursement rate is specified in Article 13, "Definitions".

5.8.4.5.2 For emergency ECIP EHCS provided outside Contractor's normal business hours of operations, Contractor may exceed the maximum cost limits allowed for repair and replacement services. Contractor shall not request reimbursement for more than one heating and/or cooling unit repaired or replaced per household.

5.8.4.6 Measure Reimbursement

5.8.4.6.1 Measure Maximums

5.8.4.6.1.1 For those Weatherization and EHCS measures that have an established maximum rate, the reimbursement amount shall be equal to the actual labor costs of Weatherization or EHCS crew members and the actual cost of the materials, subcontracted services not to exceed the maximum reimbursement allowable.

5.8.4.6.1.2 Weatherization or EHCS measure costs exceeding the maximum reimbursement limit cannot be offset by charging the cost difference to another weatherization measure or another CSD program.

5.8.4.6.1.3 When costs for a measure exceed the maximum reimbursement allowed, Contractor shall obtain prior written approval from CSD to exceed the maximum cost reimbursement and/or quantity limit for weatherization and ECIP HCS measures as described in Reimbursement Rates for

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



Weatherization and ECIP EHCS Activities located in Article 13. Otherwise, at the Contractor's discretion, Contractor may elect to not provide the weatherization measure/service in the event the total cost exceeds the maximum cost reimbursement.

5.8.4.6.2 Assessments and Diagnostics

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

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

5.8.4.6.2.2.1 For dwellings weatherized under this Contract, Contractor may claim reimbursement for a modified dwelling assessment, as defined in Article 13, to perform reweatherization or callback services during the useful life period of the initial dwelling assessment.

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

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

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

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

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



5.8.4.6.2.6 HERS Rater and permit fees are acceptable expenses and may be charged only once per dwelling to ECIP EHCS or LIHEAP weatherization or DOE weatherization per weatherized dwelling. HERS Rater fee and permit reimbursement include subcontractor cost, staff time on job site, and fees that will be reimbursed based on the actual cost.

5.8.4.6.3 Labor Reimbursement

5.8.4.6.3.1 Contractor shall bill the number of actual labor hours and actual labor cost incurred by weatherization crew members or other persons associated with the installation, assessment and inspection of weatherization measures, removal of debris and appliances, the procurement of permits and services performed by HERS Raters.

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

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

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

5.8.4.6.3.5 Labor expenses for weatherization service delivery shall exclude labor expenses associated with training, travel to weatherization job sites, staff time not associated with the direct installation and/or performance of weatherization services and activities on the job site, downtime and general operating expenses as provided in subsection 5.8.4.6.5 Other Program Costs.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



5.8.4.6.3.6 Lead Safe Weatherization

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

5.8.4.6.4 Heating and Cooling Services (HCS/EHCS)

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

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

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

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

5.8.4.6.5 Other Program Costs

5.8.4.6.5.1 Wages—Field Staff

Contractor may request reimbursement for the actual labor costs including benefits related to weatherization supervisors, assessors, inspectors, and crew members that are allocable to the program

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



but not associated with the direct installation and/or performance of weatherization services/activities on the job site and training, including, but not limited to: job scheduling, job preparation, travel time, disposal of appliances and materials, building and prepping of weatherization materials away from the job site and downtime in accordance with any guidance issued by CSD.

5.8.4.6.5.2 Wages – Program Management and Support

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

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

5.8.4.6.5.3 Lodging and Per Diem

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

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



5.8.4.6.5.4 Disposal Fees

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

5.8.4.6.5.5 Vehicle and Equipment Repair, Maintenance and Fuel

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

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

5.8.4.6.5.6 Historic Preservation Reviews

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

5.8.4.6.5.7 Waste Breakage

Waste breakage are those expenses associated with weatherization materials that have been damaged and are part of Contractors' inventory or special-order materials that are allocated to CSD programs. The cost of weatherization materials that are damaged and benefit multiple programs must be prorated accordingly. Costs must be directly associated to net changes in inventory and not

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



associated with materials chargeable to another measure line item. Reimbursement for waste breakage is not allowable for subcontractors.

5.8.4.6.5.8 Ancillary Supplies

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

5.8.4.6.5.9 Solar Water Heating Maintenance

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

5.8.4.7 Dwelling Status

5.8.4.7.1 Completed Units

5.8.4.7.1.1 Except as otherwise provided in the CSD Technical Reference Manual (TRM), Contractor shall not report a weatherized dwelling as completed nor shall Contractor request reimbursement for a weatherized dwelling until all weatherization measures identified as feasible during the dwelling assessment have been installed, and inspected by a Quality Assurance Inspector, and all inspection fails have been resolved.

5.8.4.7.1.2 Contractor shall not bill for incomplete units or prematurely close a unit with outstanding, unfinished weatherization measures in order to receive reimbursement for work completed. If there are measures found to be non-feasible by crew members after the initial assessment, the reason for

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



the non-feasibility shall be documented in the client file and, the job shall be reported as completed in accordance with subsection 5.8.4.7.1.1.

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

5.8.4.7.1.4 ECIP EHCS

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

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

5.8.4.7.2 Building Permits

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

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

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



5.8.4.7.3 Previously Weatherized Dwellings

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

5.8.4.7.4 Leveraging Funds

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

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

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

5.8.4.7.4.3 Contractor shall not bill multiple funding sources for the same product or service unless costs are allocated in such a manner that billing is not duplicative and Contractor receives no more than the total cost of the products and services provided.

5.8.5 SWEATS

5.8.5.1 Reimbursement shall be in accordance with CPN-E-20-01 SWEATS Policy.

5.8.5.2 Public Safety Power Shut-Off Preparedness (PSPS) reimbursement shall be in accordance with CPN-E-20-02 PSPS Emergency Preparedness Pilot Policy and CPN-E-20-02M2.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



## ARTICLE 6 - REPORTING POLICIES AND PROCEDURES

### 6.1 Reporting Requirements

6.1.1 General

6.1.1.1 Contractor shall submit required client/job detailed data for Weatherization and ECIP EHCS activities to CSD's Weatherization Database on a monthly basis, for the period in which the service activity occurred and for which reimbursement for the service activity is requested.

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

6.1.1.2 Contractor shall request reimbursement for expenditures associated with all Contract activities (excluding ECIP Fast Track and HEAP Electric and Gas) by reporting in the EARS, in accordance with CPN-E-19-002; Energy Policies and Procedures, which is available online at: https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

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

6.1.1.2.2 Expenditures for Weatherization Program Costs and Activities shall be reimbursed through the LIHEAP Monthly Weatherization Expenditure Activity Report via EARS.

6.1.1.2.3 Contractor shall submit adjustments in accordance with CPN-E-19-002.

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

6.1.1.3 Contractor shall ensure that the data reported in the Weatherization Database and the request for reimbursement reported in EARS, reconcile in accordance with CPA-E-18-005.

6.1.1.4 Contractor shall submit client details electronically to CORE for ECIP Fast Track, HEAP Electric and Gas, ECIP WPO, and HEAP WPO.

Contractor shall submit to CORE, applications that have received a pledge

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for ECIP Fast Track or HEAP Electric and Gas to CORE, within the timeframe specified in the Direct Pay Utility Pledge Timeframe document located on the contract page of the CSD Local Agencies Portal.

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

6.1.1.6 Reporting System Requirements

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

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

6.1.2 Solar Warranty and Maintenance Reporting

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

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

6.1.2.2 Reason for warranty and/or maintenance work (what was the problem);

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



6.1.2.3 The date (or dates) on which warranty and/or maintenance work was provided; and

6.1.2.4 List of the costs charged to the LIHEAP contract for the warranty and/or maintenance work.

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

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

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

6.1.3 CSD Review and Approval of Reports

6.1.3.1 CSD shall review and approve Contractor's monthly reimbursement/activity reports before offsets to advances or reimbursement payments are issued. CSD will conduct an ongoing evaluation of Contractor's performance related to program and fiscal operations and its demonstrated ability to effectively utilize all funds available under this Contract.

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

6.1.4 Close-out Report

6.1.4.1 Contractor shall submit on appropriate CSD forms, a close-out report, verifying all actual, allowable, and allocable costs earned during the term of this Contract and return all excess reimbursement and unexpended funds to CSD within 30 calendar days of the expiration of this Contract. If Contractor fully expends funds prior to the end of the contract term, all appropriate CSD close-out forms shall be submitted within 30 calendar days of final expenditure.

6.1.4.1.1 Administrative costs, outreach, intake, Assurance 16, Training and Technical Assistance shall not exceed the maximum allowable amounts.

6.1.4.1.2 Administrative and Assurance 16 costs shall remain

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



proportionate to the cumulative allowable program expenditures for Direct Services and Utility Assistance. Any Administrative and Assurance 16 costs that exceed these limits shall be disallowed.

6.1.4.1.3 Subsequent payments, including advance payments, for LIHEAP or other CSD contracts may be withheld, absent timely receipt of the close-out report of this Contract.

6.1.4.2 The issuance of other CSD contracts, and reimbursement and advance payments for existing contracts, may be withheld, absent receipt of the close-out report which is due no later than 30 calendar days after Contractor fully expends or the end of the Contract term.

6.1.4.3 The close-out report shall include the following:

6.1.4.3.1 Close-out checklist with authorized signature (CSD 733);

6.1.4.3.2 Interest and Program Income Earned Reconciliation Report (CSD 733F);

6.1.4.3.3 Report comparing production estimates, by Service Area, to actual expenditures, what lessons were learned, and what changes in operations and service delivery are anticipated in coming years; and

6.1.4.3.4 Equipment Inventory Schedule (CSD 733G).

6.1.4.4 Interest and Program Income-Earned

Contractor shall use a CSD 733F, LIHEAP Interest and Program Income Earned Close-out Reconciliation, to report actual costs and/or interest income earned and expended. Pursuant to22 CCR § 100855 and in accordance with CPN-A-18-01 Program Income, program income earned and expended are subject to the expenditure and reimbursement guidelines for the program year in which expenditures occurred.

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

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



**SUBVENTION CONTRACT**

**PROGRAMMATIC REQUIREMENTS**

## ARTICLE 7 - PROGRAM POLICIES AND PROCEDURES

### 7.1 LIHEAP Agency Local Plan

7.1.1 Contractor shall submit an annual LIHEAP Agency Local Plan to CSD by a date as determined by CSD. The LIHEAP Agency Local Plan is intended to systematize the gathering of planning information to assist CSD with its obligations under federal statute to provide programmatic assurances to the Secretary of the U.S. Department of Health and Human Services under the LIHEAP block grant and to enable the Contractor to plan and propose an annual budget that is consistent with the purposes of the Low-Income Home Energy Assistance Program and reflective of the needs of the local low-income population.

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

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

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

### 7.2 Program Standards and Regulatory Requirements

7.2.1 Program Standards

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

7.2.1.1.1 CSD TRM;

7.2.1.1.2 ECIP Policy and Procedures;

7.2.1.1.3 Official State and Federal Program Notices and Guidance Documents;

7.2.1.1.4 Current Eligibility and Verification Guide;

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



7.2.1.1.5 Weatherization DTR; and

7.2.1.1.6 Utility Assistance Data Transfer Business Rules.

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

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

7.2.2 Regulations

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

7.2.2.2 All work performed by Contractor shall be in compliance with the most current and applicable provisions of the California Energy Commission Building Energy Efficiency Standards, Alterations under Title 24, Part 6, of the California Code of Regulations, California Home Energy Rating System (HERS) Program regulations.

7.2.2.3 Services provided to all covered pre-1978 dwellings shall be in compliance with the most current Environmental Protection Agency rules in 40 CFR 745 et seq., Lead-Based Paint Poisoning Prevention in Certain Residential Structures, and the Housing and Urban Development rules in 24 CFR 35 et seq., and Lead-Based Paint Poisoning Prevention in Certain Residential Structures.

7.2.2.4 All materials utilized for weatherization and ECIP EHCS purposes shall be in conformance with the Department of Housing and Human Services rules in 45 CFR Part 75, Uniform Administrative Requirements for Cost Principles, and Audit Requirements for HHS Awards.

7.2.2.5 All materials used must be in compliance with Department of Energy rules in 10 CFR Part 440.

7.2.3 Title 24

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

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



7.2.3.2 The Title 24 energy conservation measure requirements to be applied are those applicable to the California Energy Commission (CEC) Climate Zone where the dwelling is located. For a listing of the CEC climate zones, refer to the CSD Local Agencies Portal website at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

7.2.3.3 Contractor shall obtain the services of a qualified HERS Rater when required to perform required field verification and diagnostic testing on applicable weatherization measures and building alterations performed under this Contract.

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

7.2.4 Pre-1978 Dwellings

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

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

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

## 7.3 Prioritization of Services

7.3.1 Contractor assures that ECIP, HEAP, and Weatherization activities are conducted in accordance with the Agency Local Plan in Article 14.

7.3.2 Activities shall be designed to provide assistance to low-income households in meeting their home energy costs, particularly those with the lowest incomes that pay a high proportion of household income for home energy, and that such methods to be

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utilized, and shall assure that eligible households, particularly those households with elderly individuals, disabled individuals, or children five years and under are made aware of the assistance available under this Contract.

## 7.4 Service Priority Guidelines

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

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

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

7.4.3 Due to limited funding, contractors are discouraged from providing either:

7.4.3.1 Energy assistance benefits to households with substantial credit(s) on its utility bills; and/or

7.4.3.2 Weatherization services to dwellings previously weatherized under LIHEAP within the past four years. Contractors shall prioritize services to previously weatherized dwellings in accordance with the Agency Local Plan in Article 14.

7.4.4 Equitable Treatment

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

## 7.5 Outreach and Intake Activity Guidelines

7.5.1 Outreach

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

7.5.2 Intake

Contractor shall use intake program funds for determining eligibility of applicants

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



seeking LIHEAP services. Services include the process of completing an intake application and reviewing applicant documentation. Contractor shall:

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

7.5.2.2 Ensure applicants have access to applications, whether in hardcopy, electronic format, during regular business hours. Contractors whose offices are not staffed Monday through Friday must arrange for alternative points of access to LIHEAP applications. Contractor may satisfy this requirement by posting their application for download on their website or post a link directing applicants to an application posted at CSD's website at www.csd.ca.gov or at alternate location(s) or by mailing applications;

7.5.2.3 Accept applications for assistance during regular business hours;

7.5.2.4 Accept applications for ECIP Fast Track and WPO at sites that are geographically accessible to all households in the area served by Contractor;

7.5.2.5 Provide low-income individuals who are physically infirm with the means to submit applications for HEAP and ECIP without leaving their residences;

7.5.2.6 All sites where intake is conducted must be accessible to the disabled;

7.5.2.7 Contractor shall utilize the Energy Intake Form (CSD 43), or approved Contractor's equivalent, as a multipurpose form for referrals to the LIHEAP Weatherization program, the ECIP EHCS program, HEAP program, and DOE program; and

7.5.2.8 If Contractor opts to "pre-screen" applicants for benefits by discussing eligibility criteria and by counseling potential clients in advance of their completing and submitting an Energy Intake Form (CSD 43) or approved Contractor's equivalent, Contractor must apply income guidelines and Contractor's Priority Plan when prescreening applicants. If the applicant appears to be ineligible, Contractor must so inform the applicant but must nevertheless notify prescreened applicants of the right to apply for benefits upon changes in the prescreened applicant's circumstances and status. Energy Intake Form (CSD 43) or approved Contractor's equivalent must be provided to a potential client upon request, whether or not a prescreening process is employed.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



7.5.3 Applicant Written Notification of Benefits

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

7.5.3.1 If approved, the notice shall indicate the nature and an approximate timeframe in which the utility assistance payment will be provided and when weatherization services may be scheduled or if a referral was made to for weatherization services. The name of the utility company and the amount of the benefits also shall be included in the notification for Utility Assistance.

7.5.3.2 If denied, the notice shall indicate the reason for the denial and information regarding the appeal process.

7.5.3.3 If incomplete, the notice shall indicate what additional information or documentation is required.

7.5.3.4 If pending review, the notice shall provide a revised estimate of when the status of the application will be determined. Contractor must follow-up with a notification when a determination has been made.

7.5.3.5 If added to the waitlist for weatherization and the application is not processed, the notice shall provide the amount of time the application will be kept on file, disclaimer that the applicant is not guaranteed services and how applications are prioritized for services.

## 7.6 Assurance 16 Activity Guidelines

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

7.6.1 Needs Assessment

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

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



7.6.2 Client Education/Budget Counseling – General Requirements

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

7.6.2.1 Information regarding the importance of applying for energy assistance prior to falling behind in utility payments and information concerning various utility company budget payment plan(s) and other forms of energy assistance offered within the State;

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

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

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

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

7.6.3.2 Contractor shall provide the EPA pamphlet, "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools."

7.6.3.3 Contractor shall provide to all clients the EPA pamphlet, "A Brief Guide to Mold, Moisture, and Your Home."

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

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

7.6.3.6 Contractor shall provide all clients with the EPA pamphlet, "A Citizen's Guide to Radon: The Guide to Protecting Yourself and Your Family from Radon."

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



7.6.4 Coordination

7.6.4.1 Contractor shall refer all potentially eligible applicants, including HEAP applicants, to the LIHEAP Weatherization Program, ECIP EHCS, California Alternative Rates for Energy Program (CARE), Reduced Rate Program (RRP), Arrearage Management Payment (AMP) Plan, DOE, or other energy or conservation programs. Contractor shall coordinate its activities with other federal, state, or local energy conservation programs with the goal of conserving energy, improving thermal efficiency, or defraying energy costs of low-income households.

7.6.4.2 Contractor shall provide assistance in coordinating the payment of client's energy/utility bill with the appropriate energy vendor or utility company. Contractor may also perform other coordinative activities with energy vendors/utility companies to provide input relative to the energy assistance needs of California's low-income households and a proactive educational concept in serving clients. This includes attending the California Public Utilities Commission's Low-Income Oversight Board Committee meetings.

## 7.7 Leveraging Activities

7.7.1 When ECIP EHCS services are provided Contractor shall refer, schedule or recommend a subsequent weatherization assessment, in accordance with the CSD TRM.

7.7.2 Leveraging weatherization funds may be used to install feasible measures in accordance with the CSD TRM. Client files shall be documented accordingly.

7.7.3 If Contractor is leveraging with non-CSD funded programs to meet CSD program requirements, then Contractor shall ensure that any non-CSD leveraged-funded activity performed in conjunction with the Weatherization and/or the ECIP EHCS program, is in conformance with weatherization guidelines. If permitted by the leveraged-funding source, Contractor shall document within the Weatherization and/or ECIP client file the activity performed, date of the activity performed, and the source of the leveraged funds. If the leveraged-funding source prohibits the disclosure of such information, Contractor shall as a minimum make reference to the leveraged activity within the weatherization and/or ECIP client file.

7.7.4 If Contractor is leveraging with DOE, all DOE requirements shall apply.

7.7.5 CSD may use information about leveraged activities paid for with funds from leveraged-funding source for the purpose of verifying the delivery of services. CSD may review and verify or use a third-party inspector to review and verify that the leveraged-funded activities conform to applicable LIHEAP standards and practices.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



## 7.8 Record-Keeping Responsibilities

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

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

7.8.3 Contractor shall make a reasonable effort to collect the completed Client/Customer Consent Form and Authorization to collect energy usage data when the client applying for services is not the person listed as the account holder of the utility bill. Client services shall not be denied if the client or bill account holder refuses to sign the consent form.

7.8.4 All Client Files – General Requirements

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

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

7.8.4.2 Energy Intake Form (CSD 43) or approved Contractor's equivalent. Priority points must be written in the designated space on the Intake form;

7.8.4.3 Multi-Family Property Intake Form (CSD 43 MFP) or approved Contractor's Equivalent;

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

7.8.4.5 Documentation supporting eligibility in accordance with the Eligibility and Verification Guide;

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

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



services in accordance with Assurance 16 requirements;

7.8.4.7 Client denial or approval notification; and

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

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

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

7.8.5.1 Documentation that substantiates the requested ECIP Fast Track supplemental payment including the total amount due (at the time of intake) to the utility company, reconnection fees, and any other assessed utility fees/surcharges; it shall provide the condition(s) that establishes eligibility for benefits in accordance with ECIP Fast Track Benefit Determination Section 8.3 in subsection 8.3.3.3; and

7.8.5.2 Documentation substantiating the portion of rent that is allocated toward energy costs.

7.8.6 Client Files - Weatherization and/or ECIP EHCS Specific

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

7.8.6.1 CSD Dwelling Assessment (CSD 540 series) or approved Contractor's equivalent;

7.8.6.2 Combustion Appliance Safety Inspection (CASIF) (CSD CASIFs 700 or CSD 702 series);

7.8.6.3 Shell Leakage Data Sheet (CSD 704);

7.8.6.4 Duct Test Data Sheet (CSD 706);

7.8.6.5 CSD Weatherization Deferral (CSD 542) and other source documentation supporting deferrals and appeals;

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

7.8.6.7 ECIP EHCS Assessment (CSD 57);

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



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

7.8.6.9 Energy Service Agreement for Occupants (CSD 515A) or approved Contractor's equivalent;

7.8.6.10 Energy Service Agreement for Rental Property Owners (CSD 515B) or Contractor's equivalent;

7.8.6.11 Contractor Post-Weatherization Inspection Report (CSD 611);

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

7.8.6.13 Client confirmation of work completed;

7.8.6.14 Required building permits or buildings permit applications, or documentation of permit cost; and documentary evidence of final permit;

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

7.8.6.16 Waivers from CSD to exceed maximum costs of weatherization measures;

7.8.6.17 Documentation that substantiates all actual labor hours including a time and activity log associated with each job;

7.8.6.18 Documentation of weatherization measures installed and leveraged with other CSD and non-CSD weatherization program funds;

7.8.6.19 Documentation that substantiates the criteria and basis for replacement of gas and electric appliances, including results of required diagnostic tests, and the non-feasibility of Mandatory Measures not performed or installed;

7.8.6.20 Documentation indicating the manufacturer, manufacture date, make, and model and metering information for all refrigerator replacements;

7.8.6.21 Documentation referring to CSD or non-CSD weatherization;

7.8.6.22 Documentation of HERS inspection report and a copy of the invoice from the HERS Rater, in addition to the Residential Compliance Form (CF-1R, CF-4R and CR-6R);

7.8.6.23 Documentation providing evidence that the client receiving disaster-related services was a victim of a natural disaster;

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



7.8.6.24 All Historic Preservation Online (HPO) review documentation, including copies of the printed Project Description sheet (PDS) and HPO site e-mails;

7.8.6.25 Photographic documentation as required by the CSD TRM;

7.8.6.26 Building File Report (BFR) and Improvement Analysis Report (IAR) in each client file and retention of electronic audit file;

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

7.8.6.28 Lead Safe Weatherization and Lead Renovation, Repair and Painting Compliance Report (CSD 708);

7.8.6.29 Notice of Survey by Electrical Contractor (CSD 543);

7.8.6.30 REM Energy Audit Entry Form (CSD 544);

7.8.6.31 Insulation Certificate (CSD 610); and

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

7.8.7 Client Files – SWEATS Specific

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

7.8.8 Translation of Forms

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

7.8.9 Weatherization and ECIP EHCS Specific

7.8.9.1 Labor and Materials

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

7.8.9.1.2 Contractor shall document all costs expended under this Contract with purchase orders, inventory records, and payroll

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



records identifying the funding source.

7.8.9.1.3 Contractor shall maintain documentation in such a manner to prove that materials used under this program conform to the requirements contained within the CSD TRM and state, county, or local regulations.

7.8.9.2 Training

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

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

7.8.9.2.2 Contractors shall maintain all training records in the Training Database for trainings provided by third parties for OSHA 10, OSHA 30, and EPA Renovator certifications as designated by CSD.

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

7.8.9.2.4 Contractors shall update the Training Database employee information on or before the first day of each subsequent month.

7.8.9.3 Equipment

7.8.9.3.1 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.

7.8.9.3.2 Contractor and subcontractors who perform shell leakage

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



testing and duct leakage diagnostic tests shall maintain the Manometer Calibration Log (CSD 786) documenting the calibration of all manometers as required.

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

7.8.9.4 Energy Audits

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

7.8.9.4.2 Contractor shall make all records generated from the REM/Design audit software accessible to CSD, or a third-party inspector acting on CSD's behalf, for the purpose of a third-party inspections or monitoring.

7.8.10 Automation

7.8.10.1 Contractor shall use an automated application system capable of supporting LIHEAP's (Weatherization, ECIP EHCS, ECIP WPO, and HEAP WPO) data collection, reporting requirements, and client data transmission to CSD. No database transfer will be accepted prior to the completion of successful data file transfer testing to CSD. Contractor shall submit the data in accordance with CSD's Weatherization DTR layout found at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx. Contractor shall exercise best practice and perform a daily backup of all client data/application systems that capture LIHEAP service detail. Contractor shall assure that adequate files are maintained as required in Section 7.8.

7.8.10.2 Contractor shall also be responsible for monitoring the CORE online reports and for resolving payment issue(s) related to the delivery of benefits. The Agency Allocations/System Maintenance screen shall display historical and current detail level of program allocation information, summarizing Contractor's annual program allocation, expenditures, and returned benefits eligible for reissuance, if any. The Variance Report shall display the detail level of benefit information

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



whereby the eligible benefit amount differs from the paid benefit amount. For resolution of partial credit returns, Contractor shall be responsible for following up with the client to resolve payment issue(s) and for providing CSD with the necessary information to reissue benefit(s). For full credit returns and warrant redeposits, Contractor shall be responsible for resolving and updating client data in CORE to reissue benefit(s).

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

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



## ARTICLE 8 - PROGRAM IMPLEMENTATION

### 8.1 HEAP/WPO Activity Guidelines

8.1.1 Applicant Eligibility

8.1.1.1 Assistance shall be available only to households with incomes that do not exceed an amount equal to 60% of the State median income.

8.1.1.2 Income verification must be for one month. For acceptable types of documentation and processing timeframes, refer to the current LIHEAP Eligibility and Verification Guide at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx.

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

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

8.1.3 Contractor may establish a maximum benefit for HEAP WPO payments; such maximum shall be consistently applied. ECIP WPO payments cannot exceed $1,000.

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

8.1.5 Once applicants meet the eligibility and prioritization criteria and funds are available:

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

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

8.1.5.3 CSD will not make payments to clients for WPO assistance; and

8.1.5.4 Before paying energy vendors, Contractor shall verify that charges for the

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



services and goods provided are reasonable and within fair market value.

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

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

## 8.2 Weatherization Activity Guidelines

8.2.1 Applicant Eligibility

8.2.1.1 Assistance shall be available only to households with incomes that do not exceed an amount equal to 60% of the State median income.

8.2.1.2 Income verification must be for one month. For acceptable types of documentation, refer to the current LIHEAP Eligibility and Verification Guide at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx.

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

8.2.1.4 The income certification shall remain in effect for a period of 120 days from the date applicants are deemed eligible for services.

8.2.1.5 Contractor shall recertify household's income eligibility by obtaining updated income verification documentation if the dwelling assessment has not been completed within 120 days from the income certification date.

8.2.1.6 In the event the Contractor is unable to perform all weatherization services within the 180 days from dwelling assessment date, Contractor shall obtain updated income verification documentation to recertify the household's income eligibility.

8.2.1.7 If a dwelling has been previously weatherized occupant eligibility must be recertified, except when the dwelling is being weatherized under the Disgorgement Assistance Program (DAP). If leveraging with the DAP program in a previously weatherized dwelling, the dwelling and occupant eligibility is in effect for 365 days from the certification date.

8.2.1.8 Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for wood, propane, and

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



oil to determine the client's energy burden.

8.2.2 Dwelling Eligibility

8.2.2.1 Contractor shall perform the assessment of weatherized dwellings within 120 days of the income certification date to receive weatherization assistance services.

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

8.2.2.3 Contractor shall complete weatherization services within 180 days from the date of the original assessment of a dwelling.

8.2.2.4 Permission to Provide Services

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

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

8.2.2.5 Rent Increase Restrictions

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

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



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

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

8.2.2.6 Multi-Unit Dwellings

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

8.2.2.6.1.1 Are eligible dwelling units, or

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

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

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

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

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



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

8.2.2.7 Previously Weatherized Dwellings

8.2.2.7.1 Once a dwelling has been submitted to CSD for reimbursement as a completed unit, any subsequent weatherization services provided to the dwelling shall be considered reweatherization, unless the work performed is for a call-back as specified in 8.2.2.8 below.

8.2.2.7.2 A previously applied measure may be reinstalled during its useful life term, as described in the Reimbursement Rates for Weatherization and EHCS Activities, due to premature failure or if the measure was destroyed by the prior-occupying household. Justification for the replacement must be documented in the client file.

8.2.2.7.3 Unoccupied multi-unit dwellings previously weatherized in accordance with this Contract and which receive appliance repair and/or replacement services upon occupation by an eligible tenant, shall be deemed re-weatherized dwellings.

8.2.2.7.4 If a dwelling has been previously weatherized under a CSD or another federal or non-federal program, Contractor may provide previously unapplied mandatory and optional measures within the dollar limits of this Contract.

8.2.2.8 Call-back

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

8.2.2.9 Ineligible Dwellings

8.2.2.9.1 Contractor shall not weatherize a dwelling unit that is designated for acquisition or clearance by a federal, state, or local program within 12 months from the date of completion of the proposed weatherization.

8.2.2.9.2 Contractor shall not weatherize any dwelling under this Contract unless the property owner agrees to all the terms and conditions of the CSD Dwelling Assessment Form (CSD 540)

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



and signs the Energy Service Agreement for Occupant (CSD 515A) or Service Agreement for Rental Property Owner (CSD 515B).

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

8.2.3 Minimum Requirements for Weatherization Services

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

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

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

8.2.3.2.2 In the event Ceiling Insulation is already installed or otherwise not feasible, at least three Mandatory Measures are installed.

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

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

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

8.2.3.4 If the required minimum number of weatherization measures cannot be installed due to the deferral of measures, then the entire unit shall be deferred in accordance with the CSD TRM.

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

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



8.2.3.6 Contractor may complete weatherization services on agriculture housing units or multi-family units if each unit is separately metered and the services will result in a cost savings to the tenant.

8.2.4 Dwelling Assessments

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

8.2.4.2 Contractor shall determine whether the dwelling meets the criteria for a Historic Preservation Review pursuant to subsection 8.2.4.7.2.

8.2.4.3 Contractor shall ensure that all dwelling assessments are performed by trained individuals possessing all the required skill and training as specified in Section 9.1, Training Requirements. In addition, Assessors must complete all required online based training courses to include: Environmental Hazard, Lead Safe Weatherization, and Health and Safety.

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

8.2.4.5 If Contractor elects to subcontract with entities outside of CSD's network of Local Service Providers for the full installation of weatherization measures, the subcontractor performing the installation of weatherization measures shall not perform the dwelling assessment. Contractor shall ensure job separation by using Contractor's staff or another subcontractor to perform the dwelling assessments.

8.2.4.6 Contractor shall provide written documentation or notification to the owner-occupant and the owner of a rental unit or owner's agent and inform the tenant of any significant structural and engineering changes required to complete the weatherization work before the specified work commences.

8.2.4.7 Dwelling Assessment Performance

8.2.4.7.1 Dwelling assessments shall include the following required activities:

8.2.4.7.1.1 The visual assessment of the eligible dwelling to identify safety and structural hazards conditions present within the dwelling that may limit ability to

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



perform any or all of the required weatherization services in accordance with CSD weatherization guidelines and terms of this Contract. Assessor shall disclose all noted safety and structural hazard conditions to the property owner and tenant, where applicable;

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

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

8.2.4.7.2 Historic Preservation Review of Dwellings

8.2.4.7.2.1 To ensure compliance with Section 106 of the National Historic Preservation Act (54 USCS §§ 100101 et seq. & 300101 et seq., former 16 USCS §§ 470 et seq.), CSD will establish appropriate procedures for historic property review standards as outlined by a Programmatic Agreement with the State Historic Preservation Office. The established review standards will be utilized for weatherization activities conducted under the LIHEAP on dwellings that are 45 years or older. For purposes of this Contract, the historic review shall be known as the Historic Preservation Review.

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

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



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

8.2.4.7.3 Combustion Appliance Safety (CAS) Tests

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

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

8.2.4.7.4 If the dwelling unit is not eligible because of the need for extensive repair, the unit shall not be serviced, and 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.

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

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

8.2.4.8 Contractor shall ensure the health and safety of weatherization personnel in carrying out activities funded under this Contract. In the event the weatherization of a dwelling threatens the general health and safety of weatherization field personnel, Contractor shall take measures to ensure the safety of the personnel and thoroughly document the incident(s) utilizing the CSD Weatherization Deferral (CSD 542). The deferral form does not need to be signed by the client where weatherization personnel construe the client or occupants of the dwelling to be threatening and

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



hostile. If unable to get a signature, a certified letter shall be sent to the owner, along with the tenant if the residence is a rental.

8.2.5 Diagnostic Testing

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

8.2.5.2 Following a determination that no combustion byproduct hazards exist, Contractor shall perform pressure diagnostic guided infiltration reduction using a pre-weatherization shell leakage test.

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

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

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

8.2.6 Health and Safety Measures

8.2.6.1 Prior to the performance of any heating/cooling service, a qualified technician must perform a diagnostic inspection of the primary heating/cooling appliance to assess operational performance.

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

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

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

8.2.6.3.2 Dwelling already has that measure in place;

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



8.2.6.3.3 Measure cannot be properly installed;

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

8.2.6.3.5 Maximum dollar limit is reached; or

8.2.6.3.6 Measure is not needed or required.

8.2.6.4 After Health and Safety Measures have been addressed, Insulation Measures, if feasible, must be installed prior to the installation of any other Mandatory and Optional Measures. Non-Mandatory Measures including Infiltration Reduction, General Heat Waste, and Electric Base Load Measures need not be installed in priority order.

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

8.2.6.6 The combustion appliance is repaired or replaced; and

8.2.6.7 All remaining feasible Mandatory Measures are installed up to the maximum dollar limit.

8.2.6.8 If the dollar limit has not been reached in installing feasible Mandatory Measures, Contractor may install optional measures.

8.2.6.9 Health and Safety Measures

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

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

8.2.6.9.1.2 A residential cooling source that qualifies for cooling services must be a single, pre-existing cooling appliance, serving as the dwelling's primary cooling source, limited to mechanical air conditioners, central and window/wall air conditioners, and evaporative coolers.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



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

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

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

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

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

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

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

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

8.2.6.9.4 If during the course of repairing the defective unit additional problems are found that would increase the cost of repairs to

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more than the allowable limit for repair costs, the unit may be replaced.

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

8.2.7 Energy Audit Requirements

8.2.7.1 If all feasible measures classified under Health and Safety, Infiltration Reduction and other Mandatory Measures have been assessed, Contractor may assess additional measures utilizing the Energy Audit Requirements by conducting a REM/Design or Targeted Retrofit Energy Analysis Tool (TREAT) audit in accordance with CSD Single-Family/Small Multi-Family Energy Audit Protocol, CSD Multi-Family Energy Audit Protocol.

8.2.7.2 Energy audits shall be conducted as specified in the CSD Single-Family/Small Multi-Family Energy Audit Protocol (CSD TRM) incorporated by reference to this Contract and available on the CSD Provider website at https://providers.csd.ca.gov/Energy/Weatherization.aspx.

8.2.7.2.1 REM/Design energy audit tool may be applied to single-family dwellings, mobile homes, and multi-unit dwellings containing 24 or fewer dwelling units where each unit is independently heated and/or cooled.

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

8.2.8 Occupant Notification

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

## 8.3 Energy Crisis Intervention Program (ECIP) Services Activity Guidelines

8.3.1 Purpose of ECIP Funds

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

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



8.3.1.1 A natural disaster (whether or not officially declared),

8.3.1.2 A significant home energy supply shortage or disruption,

8.3.1.3 An official declaration of a significant increase in:

8.3.1.3.1 Home energy costs;

8.3.1.3.2 Home energy disconnections;

8.3.1.3.3 Enrollment in public benefit programs; or

8.3.1.3.4 Unemployment and layoffs.

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

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

8.3.2 Capacity and Responsibility to Provide Emergency Assistance

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

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

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

8.3.2.1.2 Within 18 hours after a household applies and is determined to be eligible for ECIP, provide assistance in the form of a

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payment guarantee to the appropriate gas or electric vendor or a WPO that will resolve the energy crisis if such household is in a life-threatening situation.

8.3.2.2 Contractor agrees to provide all reasonable information requested by CSD during the term of this Contract in order to enable CSD to assess the adequacy of Contractor's current energy crisis intervention program and Contractor's ability to implement the program.

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

8.3.3 ECIP Fast Track and WPO

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

8.3.3.2 Applicant Eligibility

8.3.3.2.1 Assistance shall be available only to households with incomes that do not exceed an amount equal to 60% of the State median income.

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

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

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

8.3.3.2.5 ECIP Fast Track Utility Assistance

8.3.3.2.5.1 The applicant must receive energy services and be

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

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

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

8.3.3.2.6.1 Proof of utility shutoff notice;

8.3.3.2.6.2 Proof of energy termination;

8.3.3.2.6.3 Insufficient funds to establish a new energy account;

8.3.3.2.6.4 Insufficient funds to pay a delinquent utility bill;

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

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

8.3.3.3 ECIP Fast Track Benefit Determination

ECIP Fast Track benefits shall be determined using the base benefit amount and, when applicable, a Contractor-determined supplemental benefit amount. Contractors shall issue ECIP Fast Track benefits in accordance with the following:

8.3.3.3.1 Contractor shall ensure that the total ECIP Fast Track benefit amount (Base benefit amount plus supplemental benefit amount) is limited to and does not exceed the total amount due (at the time of intake) to the utility company for energy charges, reconnection fees, and other assessed utility fees/surcharges in

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



order to alleviate the crisis situation.

8.3.3.3.2 When only issuing the base benefit amount (no supplemental payment), Contractor may exceed the total amount due to the utility company in energy charges, reconnection fees, delinquent utility bill establishing arrearages and/or past due balances, and other assessed utility fees/surcharges to alleviate the crisis situation.

8.3.3.3.3 Contractor shall ensure that the maximum total ECIP Fast Track benefit amount (Base benefit amount plus supplemental benefit amount) does not exceed $3,000. If Contractor uses program income to provide a supplemental ECIP Fast Track payment, the total payment cannot exceed $3,000.

8.3.3.3.4 Contractor shall provide full justification for benefits paid by documenting the client file(s) to include the amount of charges and verification by the utility company.

8.3.3.3.5 Contractor shall review, check for duplicates, and approve applications in accordance with Contractor's approved Agency Local Plan in Article 14 and the current LIHEAP Eligibility and Verification Guide.

8.3.3.4 ECIP Fast Track/WPO Payment Guidelines

8.3.3.4.1 Eligible households may receive only one ECIP Fast Track/WPO, or HEAP/WPO payment per program year; however, Contractor can use program income to provide a supplemental ECIP Fast Track/WPO or HEAP/WPO for clients experiencing an extenuating circumstance. In addition to receiving one ECIP (Fast Track/WPO) or HEAP/WPO payment, eligible households may receive ECIP EHCS services and/or other weatherization services, if needed.

8.3.3.4.2 Contractor shall ensure that the maximum total ECIP WPO benefit does not exceed $1,000. If Contractor uses program income to provide a supplemental ECIP WPO payment, the total payment cannot exceed $1,000.

8.3.3.4.3 Contractor shall exercise due care to ensure that duplication of ECIP Fast Track/WPO or HEAP/WPO payments does not occur at any time during the term of this Agreement.

8.3.3.4.4 When a HEAP payment or ECIP Fast Track payment has been made directly to an energy vendor, notification of payment(s)

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



shall be shown as a credit on the utility bill(s).

8.3.3.5 ECIP WPO Payment Guidelines Specific

8.3.3.5.1 Contractor shall complete the ECIP/HEAP Payment Request Confirmation (CSD 415) or approved Contractor's equivalent form or approved Contractor's equivalent process that confirms payment was made to the client's account. If the client does not have an account, confirmation of the delivery of the benefit to the client is required.

8.3.3.5.2 Contractor shall make payments directly to energy vendors on behalf of clients whose energy sources are wood, propane, or oil.

8.3.3.5.3 CSD will not make payments to clients for WPO assistance.

8.3.3.5.4 Before paying energy vendors, Contractor shall verify that charges for the services and goods provided are reasonable and within fair market value.

8.3.3.5.5 Contractor shall notify the applicant of the recipient household, in writing, when payments are made directly to an energy vendor for wood, propane, or oil on their behalf.

8.3.3.5.6 Contractor shall forward payments for WPO on behalf of applicants to corresponding energy vendor within 60 calendar days from the date obligation was incurred, unless a formal contract, approved by CSD, between Contractor and vendor provides for other terms.

8.3.4 ECIP Emergency Heating and Cooling Services (EHCS)

8.3.4.1 Applicant Eligibility

Eligibility of the applicant shall meet all requirements for eligibility as described in the Weatherization Activity Guidelines specified in Section 8.2.

8.3.4.2 Dwelling Eligibility

Eligibility of the dwelling shall meet all requirements for eligibility as described in the Weatherization Activity Guidelines specified in Section 8.2.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



8.3.4.3 Dwelling Assessments

8.3.4.3.1 Assessment of the dwelling shall meet all requirements as described in the Weatherization Activity Guidelines specified in Section 8.2.

8.3.4.3.2 Work crews of Contractor who are only performing heating and cooling services shall not be required to perform the entire CAS test and may limit the testing to only the heating and cooling appliances to be repaired or replaced.

8.3.4.4 Allowable Services

ECIP EHCS may be used for the repair, replacement, and new installation of heating/cooling and water heating appliances identified in the ECIP Policy and Procedures and must meet the following criteria:

8.3.4.4.1 The applicant is income eligible and submits the required documentation to complete the eligibility of the dwelling;

8.3.4.4.2 The applicant has insufficient funds to pay the cost of repairing or replacing an eligible heating or cooling appliance or for a new heating or cooling appliance;

8.3.4.4.3 The appliance condition meets one of the appliance repair/replacement criteria as defined in the ECIP Policies and Procedures; and

8.3.4.4.4 The services to mitigate and completely resolve the emergency and satisfy the relevant emergency assistance meet the timeframes as defined in the ECIP Policies and Procedures.

8.3.5 Natural Disasters

8.3.5.1 When a dwelling that has been damaged by a natural disaster such as fire, flood, earthquake, hurricane, etc., a scope of work shall be submitted to CSD for approval prior to beginning work related to a natural disaster.

8.3.5.2 The occupant shall be certified as currently eligible, and a dwelling assessment shall be performed.

8.3.5.3 Contractor may have damages repaired that are within the scope of the weatherization program if the same services will not be paid for or reimbursed by any other source.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



## 8.4 ECIP Fast Track and HEAP Electric and Gas Pledge Guidelines

8.4.1 Contractor shall pledge all applications where the Contractor has determined the applicant has a qualifying emergency as specified in subsection 8.3.3.2.6 of Section 8.3, regardless if the benefit is issued under ECIP Fast Track or HEAP Electric and Gas, provided that the application meets the eligibility and prioritization criteria and Contractor's Utility Assistance funds are available.

8.4.2 After a pledge has been made, Contractor shall submit the application to CORE as specified in subsection 6.1.1 of Section 6.1.

8.4.3 Contractor shall determine the applicant has met the eligibility requirements prior to pledging. If an eligible applicant is subsequently determined to be ineligible, Contractor shall cancel the ineligible applicant's pledge with the Utility Company within five business days upon such determination.

8.4.4 If the applicant's pledge amount changes, Contractor shall adjust the pledge amount with the Utility Company.

## 8.5 SWEATS and PSPS Activity Guidelines

8.5.1 The SWEATS Policy was developed by CSD to facilitate the delivery of allowable LIHEAP emergency service provisions during an emergency such as a natural disaster or energy supply shortage or disruption. These services include: The CPN-E-20-01 SWEATS Policy includes guidelines, reimbursement provisions, and other information to support successful implementation and administration of SWEATS provisions during a qualifying event. Contractor shall ensure SWEATS implementation and administration is in accordance with CPN-E-20-01.

8.5.2 The PSPS Policy was developed to facilitate the delivery of allowable services to low-income households medically vulnerable to the effects of energy related emergencies and residing in designated High Fire Risk Areas. Contractor shall ensure that PSPS implementation and administration is in accordance with CPN-E-20-02 PSPS Emergency Preparedness Pilot Policy and CPN-E-20-02M2.

## 8.6 Quality Assurance

8.6.1 Certification

Contractor, or its designee, shall establish a comprehensive, detailed, and fully documented Quality Control procedure to assess the quality and completeness of Weatherization and ECIP EHCS work performed under this Contract. Such assurance will be documented on the CSD Dwelling Assessment Form (CSD 540) or approved Contractor's equivalent and shall be signed and dated by a certifying Contractor representative.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



8.6.2 Post-Weatherization Inspections

8.6.2.1 Contractor shall perform Post-Weatherization Inspections on 100% of the dwellings weatherized under this Contract. Weatherization jobs where measures installed are limited to lightbulbs, water measures and alarms are exempt from receiving post-inspections.

8.6.2.2 If Contractor is unable to perform a post-inspection, Contractor must demonstrate that a reasonable attempt was made to schedule or perform the post-inspection. Attempts must be fully documented on the CSD Post-Weatherization Inspection (CSD 611) and maintained in the client file. The following shall constitute a reasonable effort:

8.6.2.2.1 One phone call attempt plus one correspondence to client stating an attempt was made to inspect and offering to reschedule; or

8.6.2.2.2 One missed appointment or a client refusal plus one correspondence stating an attempt was made to inspect and offering to reschedule.

8.6.2.3 Post-Weatherization inspections shall be conducted for the purpose of assessing the quality and completeness of performed weatherization services and compliance with CSD TRM. The post-inspection shall:

8.6.2.3.1 Verify that all measures were completely installed in accordance with said terms and conditions of this Contract;

8.6.2.3.2 In addition, installed measures shall be reviewed to determine the absence of any feasible Mandatory Measure not installed and the installation of a measure (non-feasible measure) that may not be in compliance with said standards and the terms and conditions of this Contract;

8.6.2.3.3 Verification that the unit received shell leakage, and duct leakage testing, as applicable;

8.6.2.3.4 Verification that required CAS testing of eligible combustion appliances was performed and inspection of combustion appliances to verify the safe operating condition of combustion appliances within the dwelling residence; and

8.6.2.3.5 Inspection of the unit dwelling to ensure that all identified health and safety hazards, whether pre-existing or resulting from the performance of weatherization services, have been

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



successfully remedied.

8.6.2.4 Contractor shall ensure that Post-Weatherization Inspections are performed by trained staff successfully completing all required training as specified in Article 9.1, Training Requirements.

8.6.2.5 If Contractor subcontracts Post-Weatherization Inspection services, then Contractor must aggregate weatherization jobs to mitigate the cost associated with performing inspections. The maximum allowable cost of each post-inspection by a subcontractor is as follows:

8.6.2.5.1 Subcontractors awarded a contract through a competitive procurement process shall not exceed the measure maximum per inspection. The inspection rate includes all expenses related to the Post-Weatherization Inspection such as the cost of the inspection, administration and travel costs of subcontractor.

8.6.2.5.2 Subcontractors that are part of CSD's network of LIHEAP contractors, and performing inspections under a contract, Memorandum of Understanding or similar contract, and not competitively procured in accordance with the Contractor's procurement process and procedure, shall bill actual costs for the Post-Weatherization Inspection and related expenses such as inspector wages, overhead, administration and travel costs of subcontractor. The total cost of all related expenses shall not exceed the measure maximum per inspection.

8.6.2.6 Contractor shall ensure job separation between staff performing post-weatherization inspection activities and weatherization crew personnel performing the physical installation and performance of weatherization measure services funded under this Contract.

8.6.2.7 If Contractor elects to subcontract with entities outside of CSD's network of Local Service Providers for the full installation of weatherization measures, the subcontractor performing the installation of weatherization measures shall not perform the post-weatherization inspection activities. Contractor shall ensure job separation by using Contractor's staff or another subcontractor to perform the dwelling assessments.

8.6.2.8 The Quality Assurance Inspector shall certify the performance of Post-Weatherization Inspections of dwelling units by completing and signing Contractor Post-Weatherization Inspection Report (CSD 611). Contractor shall retain a copy of the completed and signed form in the client file.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



8.6.3 Third-Party Inspections

8.6.3.1 CSD may use a third-party inspector to review and verify that the weatherization activities performed under this Contract conform to applicable standards and practices.

8.6.3.2 Contractor or a ride-along (designated representative) shall accompany the inspector on client inspection visits and shall provide transportation and equipment to the inspector. When possible, Contractor shall make corrections during the client inspection visits.

8.6.3.3 Contractor agrees to remedy all Nonhazardous Conditions (nonhazardous work deficiencies) noted by CSD or its designee within 20 business days of written notification.

8.6.3.4 Contractor must remedy all Hazardous Conditions resulting from weatherization measure installation in accordance with the CSD TRM.

8.6.4 Noncompliance

8.6.4.1 Contractor shall be subject to the withholding of any or all reimbursements for failure to completely resolve a Hazardous Condition in accordance with the CSD TRM. The reimbursement sanction will apply to the next fiscal reimbursement request associated with the program of the weatherized unit in question. The reimbursement sanction will remain in effect until Contractor successfully resolves the Hazardous Condition and confirms the resolution with CSD and the designated Inspection Contractor. The sanction will apply to all subsequent fiscal reimbursement requests of the primary funding source in question so long as the Hazardous Condition remains unresolved.

8.6.4.2 If it is determined that the Contractor has failed to resolve an identified Hazardous Condition in accordance with the Hazardous Correction Work Plan, CSD may utilize the services of the designated Inspection Contractor to successfully resolve the delinquent Hazardous Condition. Contractor will assume responsibility for costs associated with the use of Inspection Contractor's services. The costs will include labor, materials, and travel equal to the Inspection Contractor's training and technical assistance hourly rate and the total amount will be withheld from the Contractor's next request for fiscal reimbursement.

8.6.4.3 If it is determined that the Contractor has incorrectly billed CSD because a measure was not installed, or the quantity installed is less than the quantity billed, Contractor shall install the billed measure or quantity, if feasible. In cases when a physical remedy is not possible, repayment of the labor and

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material costs for the non-installed measure or quantity will be withheld from subsequent reimbursements.

8.6.4.4 Contractor will be subject to Special Conditions, in accordance with Section 10.4, if it is determined that one or more of the following conditions exist:

8.6.4.4.1 Contractor has a history of unsatisfactory performance;

8.6.4.4.2 Identification of one or more Hazardous Conditions in dwellings weatherized by Contractor;

8.6.4.4.3 Failure to remedy an identified Hazardous Condition in a timely manner; and

8.6.4.4.4 Substantial number of Nonhazardous Conditions and/or identified trends or patterns of nonconformance to installation criteria.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



## ARTICLE 9 - TRAINING, LICENSING AND CERTIFICATIONS

### 9.1 Training Requirements

9.1.1 All training, as indicated by employee classification in the Training Matrix, shall be provided through a CSD-approved training mechanism utilizing CSD-approved training curricula. In-house training may be provided for EPA or HUD-approved Lead-Safe Weatherization Training or unless otherwise noted. Training coursework must be successfully completed according to the terms of each course. Certificates of completion shall be issued by the CSD-approved training entity upon successful completion of each course, unless where otherwise noted below.

9.1.2 Training Provisions for Staff of Contractor and Subcontractors:

9.1.2.1 Within 30 calendar days of employment, weatherization employees of Contractor and subcontractors shall receive Health and 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 Health & Safety, Environmental Hazards Awareness and Lead-Safe Weatherization Training has been completed.

9.1.2.2 Within 180 calendar days of employment, all weatherization employees of Contractor shall receive Basic Weatherization Training.

9.1.3 Training Provisions Based Upon Job Duties:

9.1.3.1 When job duties include duct leakage and shell leakage diagnostics, weatherization employees of Contractor and subcontractors shall receive Duct Leakage/Shell Leakage Diagnostic Training. No employee of Contractor and subcontractor shall perform diagnostic testing without having completed the required training.

9.1.3.1.1 Subsequent to successful completion of the Duct Leakage/Shell Leakage 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.

9.1.3.1.2 Contractor and subcontract employees failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient skill and knowledge and will be prohibited from performing

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



this activity until the completion of required training.

9.1.3.2 When job duties include Combustion Appliance Safety, weatherization employees of Contractor and subcontractors shall receive Combustion Appliance Safety Training. No employee of Contractor and subcontractors shall perform combustion appliance safety checks without having completed the required CSD-approved training.

9.1.3.2.1 Subsequent to successful completion of Combustion Appliance Safety Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee skill and knowledge in performing Combustion Appliance Testing.

9.1.3.2.2 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.

9.1.3.3 When job duties include performing Assessments and/or Field Supervision, weatherization employees of Contractor and subcontractors who perform Assessments and/or Field Supervision shall receive Field Assessment and Field Supervision Training. No employee of Contractor and subcontractors shall perform Assessments or supervision without having completed the required training. Certificates of Completion shall be issued following successful completion of the second phase ("field portion") of the training.

9.1.3.3.1 Subsequent to successful completion of Field Assessment and/or Field Supervision Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee skill and knowledge in performing Assessments and/or Field Supervision.

9.1.3.3.2 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.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



9.1.3.4 Weatherization employees of Contractor and subcontractors who perform Quality Assurance Inspections and/or Field Supervision shall receive Quality Assurance/Inspector Training. No employee of Contractor and subcontractor shall perform inspections without having completed the required training.

9.1.3.4.1 Subsequent to successful completion of Quality Assurance/Inspector Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee skill and knowledge in Quality Assurance Inspections and/or Field Supervision.

9.1.3.4.2 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.

9.1.4 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 contract in exchange for the training. The subcontract should stipulate that the subcontractors will work in the program, for a minimum of 12 months.

9.1.5 For weatherization services performed on HUD units, all work crews of Contractor and subcontractors who perform basic weatherization or specialty services are required to be trained in HUD-approved Lead-Safe Weatherization, although certification is not required. No employee of Contractor and subcontractors shall perform work in a pre-1978 HUD dwelling until the required training has been received. Although a crew supervisor can be certified as a HUD Lead Abatement Supervisor or Worker, it is not a substitute for the requirement of trained work crews.

9.1.6 EPA Lead Renovator training is required per the EPA for all Contractors and subcontractors performing work on pre-1978 homes, where the work could potentially disturb lead-based paint.

For weatherization services performed on pre-1978 units, all work crews of Contractor and subcontractors who provide basic weatherization or specialty services are required to be trained in EPA-approved Lead Renovator practices, and firm certification is required. No employee of Contractor and/or subcontractors shall perform such work on a pre-1978 dwelling until the required training has been received.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



9.1.7 Contractor shall maintain and make available for reference to Contractor's employees and subcontractors who perform weatherization and ECIP EHCS services the following:

9.1.7.1 CSD TRM;

9.1.7.2 Other applicable policies and procedures; and

9.1.7.3 Official State and Federal Program Notices.

9.1.8 OSHA-10 is required for all crews, and OSHA-30 is required for all Contractor supervisors who are regularly on-site and monitor for field safety.

## 9.2 Contractor Licensing

Contractors, unless otherwise exempt or their subcontractors performing basic weatherization services under this Contract shall comply with TRM and the following licensing requirements:

9.2.1 Possess and maintain an active Class "B" General Building Contractor license, issued by the Contractors State License Board (CSLB) in the name of the Contractor/qualifying individual;

9.2.2 Contractor is responsible for ensuring that all subcontractors have active licensing and are in good standing for the duration of the subcontract; and

9.2.3 Contractor shall immediately notify CSD when any changes in licensing occur.

## 9.3 Special Licensing - Weatherization

9.3.1 Special licensing may also be required for the installation and/or repair of Evaporative Cooler, Cook Top and Range, Vented Space Heater, Air Conditioning, and Gas and Electric Water Heaters, if two or more weatherization measures are not installed in a single unit. Electrical wiring upgrade/replacement and knob and tube wiring certification will always require a C-10 license.

9.3.2 Specialty subcontractors must possess all applicable licenses as required by the CSLB to carry out installation and/or repairs.

9.3.3 Contractor is responsible for ensuring that all subcontractors have active licensing and are in good standing with the CSLB for the duration of the subcontract.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



## 9.4 Environmental Protection Agency (EPA) Certifications

9.4.1 All contractors providing services utilizing in-house crews shall be certified as an EPA Certified Firm in accordance with EPA's Renovation, Repair and Painting Program requirements (40 CFR Part 745). Contractors who subcontract all of their weatherization and ECIP EHCS services are required to be certified and shall have at least one EPA Certified Renovator on staff for subcontractor oversight purposes.

9.4.2 Contractors shall ensure that all subcontractors whose work potentially disturbs lead paint are EPA Certified Firms and have EPA Certified Renovators on staff.

9.4.3 Any contractor without the required certification will not be allowed to perform weatherization or EHCS services.

## 9.5 Mandatory Training

Contractor must participate in mandatory training such as eligibility start-up training, CSD TRM training, contract review webinars, monitoring trainings and other trainings CSD deems mandatory. CSD will notice Contractor with a minimum of 10 business days prior to training.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



# SUBVENTION CONTRACT

# COMPLIANCE REQUIREMENTS

## ARTICLE 10 - COMPLIANCE POLICIES AND PROCEDURES

### 10.1 Right to Monitor, Audit, and Investigate

10.1.1 Any duly authorized representative of the federal or state government, which includes but is not limited to the federal offices of inspectors general, the State Auditor, CSD staff, and any entity selected by CSD to perform inspections and/or investigations, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Contract through on-site visits, audits, and any other appropriate means CSD deems necessary.

10.1.2 Contractor shall, upon reasonable notice, make available all information and materials reasonably necessary for CSD to substantiate to its satisfaction that expenditures incurred under this Contract are allowable and allocable, including, but not limited to files, books, documents, papers, and records. Contractor agrees to make such information and materials available to the federal government, the State, or any of their duly authorized agents or representatives, for purpose of examination, copying, or mechanical reproduction, on or off the premises of the subject entity.

10.1.3 Any duly authorized agent or representative of the federal or state government shall have the right to undertake investigations in accordance with 42 USC § 8627, as amended.

10.1.4 All contracts entered into by Contractor with audit firms for purposes of conducting independent audits under this Contract shall contain a clause allowing CSD or any duly authorized agent or representative of the federal or state government timely access to the working papers of the audit firm(s).

### 10.2 Auditing Standards and Reports

10.2.1 Auditing Standards

10.2.1.1 *Applicability.* The standards set forth in 45 CFR Part 75 Subpart F – Audit Requirements are hereby incorporated by reference.

10.2.1.2 *Supplemental Audit Guide.* In addition to the audit requirements specified above, Contractor must follow the most current CSD Supplemental Audit Guide, incorporated into this Contract by reference in Article 14. The Supplemental Audit Guide may be accessed at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

10.2.2 Audit Reports

10.2.2.1 Funds provided under this Contract shall be included in an audit

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



conducted in accordance with the provisions of 45 CFR Part 75 Subpart F – Audit Requirements, standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in The U.S. Government Accountability Office's "Government Auditing Standards," December 2011 Revision, as amended.

10.2.2.2 *Organizations below audit threshold.* Contractors falling below the federal funding threshold that mandates a single audit may be subject to an audit and/or other fiscal- or program-specific review conducted by CSD or its agents, upon 30-day written notice.

10.2.2.3 The financial and compliance audit report shall contain the following supplementary financial information: a Schedule of Expenditures of Federal Awards (SEFA) in accordance with 2 CFR § 200.502. All LIHEAP grants shall be reported separately on the SEFA by program component, i.e., Weatherization (Wx) and ECIP/HEAP/Assurance 16 (EHA16). In addition, a separate Supplemental Statement of Revenues and Expenditures (SSRE) for each contract whose term ends during the single-audit fiscal year shall be included in that year's single audit. The SSRE shall report revenue and expenditures for CSD funding by contract line item and fiscal year. The SSRE shall cover the entire contract term as required in CSD's Supplemental Audit Guide.

10.2.3 *Submission of Audit Reports.* Contractor shall submit to CSD one electronic copy of the required audit report(s) and any management letter(s) issued by the accountant, within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the Contractor's fiscal year.

10.2.4 *Failure to File IRS Form 990 for Tax-Exempt Organizations* If Contractor fails to file Form 990 timely, Contractor must provide:

10.2.4.1 Evidence of an extension request with an estimated timeframe for submission; or

10.2.4.2 An explanation of why Contractor does not plan to file Form 990.

10.2.5 The audit report(s) and all supplemental financial information must be submitted to the following addresses:

Electronic copy:
audits@csd.ca.gov.

Printed copy:
Department of Community Services and Development
Attention: Audit Services Unit

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2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

Upon receipt of the audit report, CSD's Audit Services Unit (ASU) will send a confirmation email within 5 to 10 business days. Contractor should verify receipt of ASU's confirmation email to ensure your single audit was received.

In accordance with the guidelines of the Division of Audits of the California State Controller's Office (SCO), if Contractor is a local government agency, additional copies of the audit report must be submitted to the following address:

Mailing Address:

State Controller's Office
Division of Audits
Financial Audits Bureau/Single Audits Unit
P.O. Box 942850
Sacramento, CA 94250-5874

Street Address for Fed Ex:

State Controller's Office
Division of Audits
Financial Audits Bureau/Single Audits Unit
3301 C Street, Suite 700
Sacramento, CA 95816

10.2.6 Failure to Comply with Audit Reporting Requirements

If Contractor fails to comply with Federal statutes, regulations or the terms and conditions of this Contract, CSD may impose additional conditions, as described in 45 CFR § 75.207. If CSD determines that noncompliance cannot be remedied by imposing additional conditions, CSD may take one or more of the following actions, as appropriate in the circumstances, as provided in 45 CFR § 75.371 - § 75.380 *Remedies for Noncompliance*:

10.2.6.1 Temporarily withhold cash payments pending correction of the deficiency by Contractor or more severe enforcement action by the Federal awarding agency;

10.2.6.2 Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;

10.2.6.3 Wholly or partly suspend or terminate the Federal award;

10.2.6.4 Recommending that suspension or debarment proceedings (as authorized

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under 2 CFR Part 180) be initiated by the Federal awarding agency;

10.2.6.5 Withhold further federal awards; or

10.2.6.6 Take other remedies that may be legally available.

10.2.7 Collection of Disallowed Costs

10.2.7.1 If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs, CSD shall, after consideration of Contractor's submission issue a final TR, no later than 30 days after receipt of Contractor's information or documentation. If questioned costs are determined to be owning, CSD's Financial Services Unit (FSU) will send an invoice. Contractor will tender payment to FSU or a repayment plan acceptable to FSU.

10.2.7.2 All statements, notices, responses and demands issued in accordance with this Section 10.2.7 shall be in writing.

10.2.7.3 CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this Section 10.2.7.

## 10.3 Compliance Monitoring

10.3.1 As the recipient of federal LIHEAP block grant funds under this Contract, Contractor must substantiate that all costs claimed pursuant to this Contract are allowable and allocable under all applicable federal and state laws. To be entitled to reimbursement, Contractor must trace all allowable costs to the level of expenditure, to include providing supporting documentation reasonably necessary to substantiate the validity of such claim.

10.3.2 As the administrator of the LIHEAP block grant for the State, CSD is required to ensure the funds allocated to Contractor are expended for the purposes identified in federal law and state LIHEAP law, and for allowable and allocable costs under the applicable rules of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

10.3.3 CSD is required to conduct on-site or in-house and follow-up monitoring of Contractor to ensure that Contractor meets the Production Plan, administrative standards, financial management requirements, and other requirements of LIHEAP.

10.3.4 CSD shall provide Contractor reasonable advance notice in writing of on-site and/or in-house monitoring reviews of Contractor's program or fiscal performance.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



10.3.5 Compliance monitoring will consist of a questionnaire that Contractor will be required to complete and return to CSD within 30 calendar days from receiving the questionnaire.

10.3.6 CSD will conduct client file reviews to verify compliance with financial and program requirements. CSD shall notify Contractor of the client files requested, and Contractor shall provide the client files within five business days.

10.3.7 CSD may increase the number of client files reviewed and frequency of client file reviews based on the severity of non-compliance issues identified during the client file review process.

10.3.8 In accordance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75), 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 Contract. To the extent Contractor maintains records and documents in an electronic format, Contractor must make such records and documents readily available to CSD program and audit staff and other representatives: 1) for review on an appropriate electronic device provided by Contractor; and/or 2) for reproduction in electronic and/or hard copy format, as is necessary to affect the purposes of this Section 10.3. In order to realize the objectives of this subsection and to ensure that the integrity of the program, the proper expenditure of grant funds, and to prevent fraud, waste, abuse, and unjust enrichment, whether by design or inadvertence, Contractor shall cooperate with CSD as follows:

10.3.8.1 Upon request, provide a list of clients, jobs or properties to or for which LIHEAP services have been provided by Contractor, and to or for which Contractor has provided related services under other federal, State or non-governmental programs such as, but not limited to, public and private utility company programs, collectively “Associated Programs.”

10.3.8.2 With respect to such list of clients, jobs, or properties, provide CSD and/ or the investigative entities or persons referenced in Section 10.1.1, access to client files or similar records and documents of the Associated Programs for the purpose of determining whether related services have been provided that result in duplicate billings or any violation of federal or State law, this Contract, or applicable federal and/or State LIHEAP guidelines.

10.3.8.3 For purposes of this Section 10.3.8:

10.3.8.3.1 “Duplicate billing” is defined as receiving reimbursement from more than one funding source for the same expenditures or

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costs, whether in whole or in part, that Contractor incurs in connection with rendering a service to or for a client, job, or property, resulting in a total reimbursement to Contractor, from all sources, in excess of actual expenditures or costs incurred.

10.3.8.3.2 To the extent necessary to realize the objectives of this article, the term "Contractor" includes any subcontractor or agent of Contractor in possession of the files, records, or documents or other information bearing on related services under any relevant Associated Program.

10.3.8.4 It is understood that Contractor has no obligation to provide access to the client files, records, and documents of an Associated Program when no LIHEAP services have been provided and the client, job, or property is not required to be on the list furnished to CSD by Contractor, as provided herein.

10.3.8.5 In the event Contractor is unable to comply with the provisions of subsections 10.3.8.1 or 10.3.8.2 because of restrictions placed on Contractor by law in connection with an Associated Program, or restrictions imposed on Contractor pursuant to a binding written contract between Contractor and the funding source of such Associated Program, then Contractor shall so inform CSD by written declaration and provide supporting documentation for such declaration. Contractor shall, together with any declaration made, certify to CSD in writing that:

10.3.8.5.1 Contractor has not submitted duplicate billings to both LIHEAP and Associated Program; or

10.3.8.5.2 Contractor has not otherwise engaged in similar actions in violation of federal or state law.

10.3.9 CSD will host an FTP Server and provide Contractor with specifications, documentation, and sample of FTP file configurations screens, as necessary, to enable Contractor to use the FTP Server to upload client files, records, and documents. Contractor shall submit client files, records, and documents via the FTP to allow CSD to complete an in-house review.

10.3.10 In the event that CSD determines that Contractor is not in compliance with material or other legal requirements of this Contract, CSD shall provide the observations, recommendations, or findings and request for a corrective action plan to Contractor in writing. Contractor shall submit to CSD a specific action plan for correcting the noncompliance.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



10.3.11 Collection of Disallowed Costs

10.3.11.1 In the event questioned costs are identified in a final decision on cost disallowance issued by CSD, Contractor shall comply with any demand for repayment, as specified in such final report.

10.3.11.2 *Time for response.* Contractor shall have no less than 30 calendar days from receipt of the final decision to tender payment to CSD or, alternatively, to provide CSD with complete and accurate information or documentary evidence in support of the allowability of questioned costs.

10.3.11.3 *Notice after review of further supporting evidence.* If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs as provided above in subsection 10.3.11.2, CSD shall, after consideration of Contractor's submission, accordingly, issue a revised Notice of Disallowed Costs, if any, no later than 30 days after receipt of Contractor's information or documentation. Contractor shall have 15 days from receipt of such Notice to tender payment or a repayment plan acceptable to CSD. In the alternative, Contractor may request a hearing in accordance with subsection 10.4.4 of this Contract, for CSD's final determination of disallowed costs.

10.3.11.4 All statements, notices, responses and demands issued in accordance with this Section shall be in writing.

10.3.11.5 CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this Section.

## 10.4 Enforcement Process - Noncompliance with Requirement of this Contract

10.4.1 Tax-Exempt Status Requirement

Nonprofit charitable organizations must maintain their 501(c)(3) tax-exempt status as a requirement for continued LIHEAP grant reimbursements and participation under the current Contract. All 501(c)(3) contractors shall notify CSD within one business day upon revocation of their tax-exempt status and cease all work performed under this Contract. CSD will halt all payments to Contractor while its nonprofit, tax-exempt status is revoked. Work performed prior to the revocation, but billed after such notice is received, shall be timely reimbursed to the Contractor. In addition, CSD may take additional enforcement steps consistent with federal and state law and this Contract.

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10.4.2 General

The authority for CSD Enforcement Actions, as defined in Section 10.4.3, for cost disallowances/ recovery of misused funds, and for de-designation of eligible entity status (collectively "Enforcement Process") is found in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75), and in state regulations, with particular reference to 22 CCR § 100875. In order to facilitate compliance with the cited authorities, the parties to this Contract agree that: 1) the present article shall guide, inform and clarify the Enforcement Process; 2) shall establish the procedures to be followed; and 3) establish the rights and obligations of the parties with respect to the Enforcement Process, for purposes of implementing the principles set out in the applicable legal authorities.

10.4.3 Enforcement Action, "High Risk" – Determination and Notice

10.4.3.1 If CSD determines that Contractor is not financially stable, and that Contractor's financial condition is so tenuous that its ability to implement this Contract is seriously compromised, or if CSD determines that Contractor has not complied with the requirements of this Contract and that Contractor's noncompliance constitutes a material breach of the Contract, CSD may initiate an Enforcement Action. For purposes of this article, "Enforcement Action" means the imposition of any of the following: a) special conditions and/or sanctions; b) a determination of cost disallowance; c) contract suspension; d) contract termination; or e) termination of Contractor's service provider status.

10.4.3.2 To initiate an Enforcement Action, CSD must provide Contractor with written notice of "high risk" designation, setting forth: 1) the factual and legal basis for the determination of noncompliance, upon which the "high risk" designation is based; 2) the corrective action(s) required; and 3) the date by which the corrective action must be taken and completed.

10.4.3.3 For purposes of this article, "material breach" means any act or omission by Contractor that is in contravention or disregard of Contractor's duties and obligations under the terms of this Contract and under applicable State and federal law, which act or omission:

10.4.3.3.1 Constitutes fraud or gross negligence by Contractor or its agent(s);

10.4.3.3.2 Is likely to result in significant waste and/or abuse of federal funds;

10.4.3.3.3 Has a significant adverse impact on Contractor's ability to meet its administrative, financial, or programmatic duties and

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obligations over the term of the Contract or a significant portion thereof;

10.4.3.3.4 Violates or otherwise disregards significant program guidance and other requirements of the Federal Government, whether issued directly or through CSD;

10.4.3.3.5 May have serious adverse effects and consequences on the Contractor's customers, employees, subcontractors, creditors, suppliers, vendors, or other stakeholders; or

10.4.3.3.6 May otherwise significantly and adversely affect the viability, effectiveness, or integrity of the program.

10.4.4 Special Conditions and Sanctions

10.4.4.1 "High risk" designation may include the imposition of Special Conditions, Sanctions and/or other special requirements with respect to Contractor's performance. CSD may impose Special Conditions and/or Sanctions upon a determination that such steps are reasonably necessary to address acute financial instability or a material breach of contract, as defined in Section 10.4.3, above.

10.4.4.2 Notice of Special Condition(s) and/or Sanction(s) shall be in writing and shall become effective on the date specified in the notice. Notice must contain the following information:

10.4.4.2.1 The nature of the Special Condition(s) and/or Sanction(s) being imposed;

10.4.4.2.2 The reason(s) for imposing Special Condition(s) and/or Sanction(s); and

10.4.4.2.3 The corrective actions that must be taken and the time allowed for completing them before CSD removes the Special Condition(s) and/or Sanction(s).

10.4.4.3 Special Conditions may include, but are not limited to:

10.4.4.3.1 Obtaining training and/or technical assistance;

10.4.4.3.2 The imposition of special or additional reporting requirements;

10.4.4.3.3 Special or conditional cost reimbursement requirements and procedures;

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10.4.4.3.4 The provision of documentation by Contractor; and/or

10.4.4.3.5 The requirement to amend or modify systems, procedures, and/or policies.

10.4.4.4 Sanctions may include, but are not limited to:

10.4.4.4.1 The suspension of advances and/or reimbursements; and/ or

10.4.4.4.2 The issuance of stop work orders.

10.4.4.5 Sanctions may not be imposed without a hearing being first held in accordance with applicable regulations, unless CSD reasonably determines on the basis of credible information that:

10.4.4.5.1 Substantial sums to be paid to Contractor have been or will be used in violation of law or the provisions of this Contract; or

10.4.4.5.2 The associated costs are otherwise very likely to be disallowed; and

10.4.4.5.3 If Sanctions are not immediately imposed, taxpayer dollars are at significant risk and are unlikely to be recovered.

10.4.4.6 Review of Special Conditions and/or Sanctions.

10.4.4.6.1 If Contractor elects to contest the action to impose Special Conditions and/or Sanctions, Contractor shall have five business days following receipt of Notice of Enforcement Action in which to show cause, in writing, why the Special Conditions or Sanctions should not be enforced.

10.4.4.6.2 CSD shall have five business days following receipt of Contractor's response to accept or reject Contractor's objection and to state in writing the consequences of the decision and Contractor's obligations going forward, if any.

10.4.4.6.3 Contractor may, within five business days of receipt of Notice of Enforcement Action, request an informal meeting for the parties to consider the merit of the Notice and to discuss alternative courses of action, which meeting CSD may agree to if, in its sole judgment, it determines the meeting would be helpful to the process, can be held expeditiously, and will not unduly cause delay or otherwise increase the risk of loss of taxpayer dollars.

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10.4.4.6.4 Contractor may, at any time, request in writing that CSD initiate the contract suspension or contract termination processes, to include the requisite hearings, as set out in 22 CCR § 100875.

10.4.4.6.5 Should Contractor fail to show cause why the Enforcement Action should not go forward, or should Contractor fail to request that CSD initiate either the contract suspension or termination processes, CSD may initiate such action upon its own motion.

10.4.4.6.6 Special conditions and sanctions shall remain in effect until the hearing procedure is completed, provided, with respect to sanctions, CSD reasonably determines that subsection 10.4.4.5 applies.

10.4.5 Cost Disallowance

10.4.5.1 If Contractor's non-compliance with the terms of this Contract results in an enforcement action, and if CSD determines that Contractor's non-compliance has resulted in questioned costs, CSD shall provide Contractor with a Statement of Questioned Costs along with the Notice of Enforcement Action, or at such later time in the Enforcement Process as questioned costs have been identified.

10.4.5.2 The Statement of Questioned Costs shall include:

10.4.5.2.1 A description of the costs questioned and the specified amount by type or category of costs;

10.4.5.2.2 The reason the costs are questioned, and the information and/or documentation required to justify payment of the costs; and

10.4.5.2.3 The timeframe and procedures for Contractor's submission of the required information or documentation to CSD.

10.4.5.3 If CSD determines that more information is required before a Statement of Questioned Costs can be issued or before a final determination of cost disallowance can be made, CSD may conduct an investigative audit of Contractor's records, files and books of account, or retain an audit firm for such purpose. Contractor agrees to cooperate fully in any audit conducted and to ensure that Contractor's agents, accountants and subcontractors cooperate in the performance of such audit. A report of any audit conducted shall be shared with Contractor, who shall be given ample

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opportunity to respond to findings and to submit information and documentation in support of the response. If Contractor fails to cooperate in the conduct of an audit, initiated pursuant to this subsection, CSD may either impose sanctions, as provided in subsection 10.4.3 or, if feasible, issue a Notice of Disallowed Costs.

10.4.5.4 After CSD has considered any information and/ or documentation submitted by Contractor in response to a statement of questioned costs or in response to an investigative audit report, CSD shall issue a Notice of Disallowed Costs, which notice shall include:

10.4.5.4.1 The amount of disallowed costs to be repaid, if any; and

10.4.5.4.2 The date by which repayment must be made or, in the alternative,

10.4.5.4.3 The date by which Contractor must submit a proposed repayment plan for consideration by CSD.

10.4.5.5 Before the expiry of five business days after receipt of a Notice of Disallowed Costs, Contractor may challenge the Notice of Disallowed Costs by requesting a hearing, conducted in accordance with the procedures set out in 22 CCR § 100875, for the purpose of adjudicating the matter of cost disallowance, provided however that either Contractor or CSD may opt to adjudicate other pending Enforcement Action matters, as provided in subsection 10.4.4.6. of this section, in a combined proceeding.

10.4.5.6 If Contractor fails to request a hearing to adjudicate cost disallowance, as provided in subsection 10.4.5.5, the Notice of Disallowed Costs shall be deemed final and Contractor shall comply with the provisions of the present Section 10.4.5.

10.4.5.7 Contractor will not be deemed to have complied with a Notice of Disallowed Costs until repayment is made or CSD has approved a repayment plan. In determining the acceptability Contractor's repayment plan, CSD shall take into consideration such factors as, but not limited to:

10.4.5.7.1 Federal requirements or conditions applicable to the grant(s) under which the disallowed costs were funded;

10.4.5.7.2 The exigencies of the grant program and CSD's ability to reallocate the funds repaid or otherwise dispose of the funds in accordance with applicable law;

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10.4.5.7.3 The risk of being unable to recover funding and the options for securing Contractor's repayment obligation; and

10.4.5.7.4 Contractor's financial condition and ability to pay.

10.4.6 Contractor shall remain on "high risk" until CSD reasonably determines that Contractor has complied with the requirements of the Notice of "High Risk" Designation, including verification by CSD that corrective measures have been implemented, that all conditions have been met and that disallowed costs have been repaid or, alternatively, that CSD has deemed Contractor's repayment plan to be acceptable and Contractor has demonstrated it is in compliance with the plan. Upon determination that Contractor has complied with the requirements of the Notice of "High Risk" Designation, CSD shall give Contractor written notice of such determination.

10.4.7 In the event Contractor's non-compliance with the terms and conditions of this Contract are not remedied through imposition of special conditions, and/or sanctions, thereby enabling CSD to remove "high risk" designation, CSD may initiate further Enforcement Actions involving Contract Suspension, Contract Termination and Termination of service provider status, which shall be initiated and conducted in accordance with the applicable provisions found in 22 CCR § 100875 and other applicable State and federal statutes and regulations.

10.4.8 Lien rights

The State retains lien rights on all funds advanced.

## 10.5 Service Delivery and Expenditure Requirements

10.5.1 Service Delivery and Expenditure of Funds

10.5.1.1 Contractor shall, in accordance with Government Code §16367.5, be afforded maximum flexibility and control, within the parameters of federal and state law, in the planning, administration, and delivery of LIHEAP services. Regardless of the modalities and techniques utilized, Contractor is obligated: a) to ensure that the maximum numbers of persons are served, consistent with the effective and efficient service delivery, with program requirements and with applicable law; and b) to fully expend program funds by the date identified in the contract.

10.5.1.2 A substantial failure to expend funds and provide services to readily available qualified applicants, except for compelling reasons beyond Contractor's control, shall be deemed prima facie evidence of breach of contract and may constitute grounds for "high risk" designation and the applicable remedies as provided in Section 10.4, "Enforcement Process –

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Noncompliance with the Requirements of this Contract." Such failure of performance may, in accordance with the provisions of this article, result in a reduction in Contractor's grant allocation and the redistribution of future funding to other performing service providers.

10.5.2 Contractor Expenditure and Reporting Requirements

Contractor shall be at 99% expenditure of the Contract by December 31, 2023.

10.5.2.1 CSD will monitor Contractor's expenditures to evaluate compliance with meeting expenditure requirement by December 31, 2023, for each program category, including capped budget items.

10.5.2.2 Contractor shall submit timely expenditure reports, that allow CSD to evaluate Contractor's ability to meet the December 31, 2023, expenditure date requirement. Based upon these reports, CSD may determine that Contractor has not met the expenditure requirement and is out of compliance with this Contract.

10.5.3 Contractor's Upcoming Program Year LIHEAP Performance Allocation Methodology

CSD shall determine Contractors upcoming program year LIHEAP Contract Allocation Methodology based on performance expenditure requirements in Section 10.5.2. and distributed according to the following criteria:

10.5.3.1 Category A: If Contractor meets the performance requirements of Section 10.5.2 and reported no later than January 31, 2023, Contractor will receive their full allocation and a percentage of any redistributed funds not allocated to another contractor that fall into Category C, in Section 10.5.3.3.

10.5.3.2 Category B: If Contractor expends 99 percent of their allocation by February 28, 2023 and reported no later than March 31, 2023, Contractor will receive their full allocation but will <u>not</u> be eligible to receive any redistributed funds.

10.5.3.3 Category C: If Contractor does not expend at least 99 percent of their allocation by February 28, 2023 and reported no later than March 31, 2023, the 2023 LIHEAP allocation will be offset by the balances remaining recorded as of the December 31, 2022 expenditure period reported no later than January 31, 2023.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



# SUBVENTION CONTRACT

# CERTIFICATIONS AND ASSURANCES

## ARTICLE 11 - FEDERAL AND STATE POLICY PROVISIONS

### 11.1 Certifications

11.1.1 Contractor's signature affixed to this Contract shall constitute a certification that to the best of its ability and knowledge it will, unless exempted, comply with the provisions set forth in the following:

11.1.1.1 Drug-Free Workplace Requirements, Contract Certification Clauses 04/2017 (CCC-04/2017)

11.1.1.2 National Labor Relations Board Certification (CCC-04/2017)

11.1.1.3 Expatriate Corporations (CCC-04/2017)

11.1.1.4 Domestic Partners (CCC-04/2017)

11.1.1.5 Labor Code/Worker's Compensation (CCC-04/2017)

11.1.1.6 Americans with Disabilities Act (CCC-04/2017)

11.1.1.7 Contractor Name Change (CCC-04/2017)

11.1.1.8 Resolution (CCC-04/2017)

11.1.1.9 Air or Water Pollution Violation (CCC-04/2017)

11.1.1.10 Safeguarding Access to State Data (Department of Finance, Budget Letter 04-35)

11.1.1.11 Safeguarding Against and Responding to a Breach of Security Involving Personal Information (Office of Information Security and Privacy Protection, Management Memo 08-11).

11.1.2 The above documents are hereby incorporated by reference into this Contract. To access these documents, please visit the CSD Local Agencies Portal at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

11.1.3 Executive Order N-6-22 – Russia Sanctions. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with,

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individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

## 11.2 Provisions for Federally Funded Grants

11.2.1 Contractor certifies that it possesses legal authority to apply to the State for LIHEAP funds and assures compliance with the purposes as set forth in 42 USC §§ 8621 et seq., as amended.

11.2.2 Eligibility to Receive Federally Funded Public Benefits

Pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) (Public Law (Pub. L.) 104-193), as amended, and Executive Order W13596, dated August 27, 1996, while in effect, applicants for federally funded public benefits are required to provide proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status. (8 USC §§ 1611, 1612, & 1642.) Contractor shall verify client eligibility in accordance with CSD Applicant Verification of Eligibility Procedures and Regulations, forms, and other written guidance provided by CSD.

11.2.3 Under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA) Section 508, and NO VERIFICATION REQUIREMENT FOR NONPROFIT CHARITABLE ORGANIZATIONS, Section 432 (d) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (8 USC § 1642 et seq.) as amended, Nonprofit Charitable Organizations are exempt from the requirement to determine, verify, or otherwise require proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status of any applicant for such benefits in providing any Federal public benefit (as defined in 8 USC § 1611(c)) or any State or local public benefit (as defined in 8 USC § 1621(c)). (Pub. L. 104-208, Title V, Section 508; and 8 USC § 1642(d)).

11.2.4 Federal Funding Accountability and Transparency Act reporting requirement (FFATA) (Pub. L. 109-282).

Pursuant to the FFATA, CSD is required to report information regarding contractors (sub-awardees) receiving LIHEAP funds. Contractor must complete CSD form 279 and return with the Contract to enable CSD to comply with FFATA reporting requirements.

CSD may issue guidance and/or Amendment(s) to this Contract, establishing

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



additional reporting requirements as necessary to ensure compliance with the FFATA or other Federal and State regulations, as applicable.

11.2.5 Salary Limitation – Federal Executive Level II. Federal funds for grant programs consistently include a provision as part of the Consolidated Appropriations Act of 2017 (Pub. L. 115-31) from Congress that the amount that "shall be used to pay the salary of an individual, through the grant or other extramural mechanism" including non-federal share, must not exceed the amount of the Federal Executive Level II salary for that calendar year. This amount is published annually by the U.S. Office of Personnel Management and can be found on their website at https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/. This amount reflects an individual's base salary exclusive of fringe benefits and any income that an individual may be permitted to earn outside of the duties of the non-Federal entity's organization. This salary limitation also applies to subawards, contracts, and subcontracts under an ACF grant or cooperative agreement.

11.2.5.1 Federal Funds Accountability and Transparency Act (FFATA) Requirements. Awards under these programs are included under the provisions of P.L. 109-282, the "Federal Funds Accountability and Transparency Act of 2006" (FFATA). Under this statute, the grant recipient is required to report information regarding executive compensation and all subawards, contracts, and subcontracts in excess of $25,000 through the Federal Subaward Reporting System (https://www.fsrs.gov/) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A.

11.2.6 Human Trafficking Provisions. Contractor is subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 USC § 7104). The full text of this requirement can be found at https://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons.

11.2.7 Prohibition on Use or Procurement. Pursuant to the "Prohibition on certain telecommunications and video surveillance services or equipment" (2 CFR § 200.216), contractors are prohibited from expending grant funds on "equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)". The full text of this requirement can be found at Electronic Code of Federal Regulations (eCFR).

## 11.3 Federal Certifications Regarding Debarment, Suspension, and Related Matters

Contractor hereby certifies to the best of its knowledge that it or any of its officers, or any

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



subcontractors:

11.3.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

11.3.2 Have not within a three year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

11.3.3 Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Section 11.3.2 above of this certification; and

11.3.4 Have not within a three-year period preceding this Contract had one or more public (federal, state, or local) transactions terminated for cause or default.

11.3.5 If any of the above conditions are true for the Contractor or any of its officers, Contractor shall describe such condition and include it as an attachment to the Contract. Based on the description, CSD in its discretion may decline to execute this Contract or set further conditions for this Contract. In the event any of the above conditions are true and not disclosed by Contractor, it shall be deemed a material breach of this Contract, and CSD may terminate this Contract for cause immediately pursuant to the termination provisions of State and federal law governing the Low-Income Home Energy Assistance Program.

11.3.6 As provided in this article, Contractor must certify in writing to the best of its knowledge that any subcontractor(s) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

## 11.4 Affirmative Action Compliance

11.4.1 Each contractor or subcontractor with 50 or more employees and a contract of $50,000 or more shall be required to develop a written Affirmative Action Compliance Program.

11.4.2 The written program shall follow the Equal Employment Opportunity clause obligations set forth in Title 41 of the Code of Federal Regulations, Section 60-1.40, Sections 60-2.10 through 60-2.32, and Sections 60-741.4 through 60-741.43.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



11.4.3 Each contractor or subcontractor with less than 50 employees shall comply with Executive Order 11246, Part II, Section 202, as amended by Executive Order 11375. Contractor shall ensure that subcontractors falling within the scope of this provision shall comply in full with the requirements thereof.

## 11.5 Nondiscrimination Compliance

11.5.1 Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge will, unless exempted, comply with the nondiscrimination program requirements set forth in this section.

11.5.2 Contractor hereby certifies compliance with the following:

11.5.2.1 Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity;

11.5.2.2 Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC §§ 2000d et seq. and 2000e et seq.);

11.5.2.3 The Rehabilitation Act of 1973, as amended (29 USC §§ 701 et seq.);

11.5.2.4 Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 USC § 4211 et seq.; 41 CFR Part 60-300);

11.5.2.5 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (41 CFR Subtitle B, Chapter 60, as amended); and

11.5.2.6 Americans with Disabilities Act of 1990 (Pub. L. 101-336, 29 USC § 794).

## 11.6 Contractor Fair Hearing - Civil Rights Act Violation

11.6.1 In the event of any violation or alleged violation of Title VI of the Civil Rights Act of 1964, as amended, (42 USC § 2000d et seq.) Contractor has the right to request a fair hearing in response to such violation or alleged violation within 30 calendar days from the date of such action.

11.6.2 The State shall conduct such fair hearing in accordance with Title 45, Code of Federal Regulations, Part 81.

## 11.7 Specific Assurances

11.7.1 Pro-Children Act of 1994

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



11.7.1.1 This Contract incorporates by reference all the nonsmoking policy provisions set forth in the Pro-Children Act of 1994 (20 USC § 6083).

11.7.1.2 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.

11.7.2 American-Made Equipment/Products

Contractor shall assure, pursuant to the Buy American Act of 1933 (41 USC § 8301 et seq.), to the extent practicable, that all equipment and products purchased with funds made available under this Contract shall be American made.

11.7.3 Federal and State Occupational Safety and Health Statutes

Contractor assures that it shall be in compliance with the provisions as set forth in Federal and State Occupational Safety and Health Statutes: the California Safe Drinking Water and Toxic Enforcement Act of 1986 (Health & Safety Code §§ 25249.5 et seq.); Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program) (60 FR 25492, codified at 40 CFR Part 273); and California Workers' Compensation laws (Labor Code §§ 3200 et seq.).

11.7.4 Political Activities

11.7.4.1 Contractor shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Contract.

11.7.4.2 Contractor is prohibited from any activity that is designed to provide voters or prospective voters with transportation to the polls or to provide similar assistance in connection with an election if such activities involve the use of any funds that are subject to this Contract.

11.7.5 Lobbying Activities

11.7.5.1 Contractor shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Contract or any other fund, programs, projects, or activities that flow from this Contract.

11.7.5.2 If Contractor engages in lobbying activities, Contractor shall complete, sign and date the CERTIFICATION REGARDING LOBBYING/DISCLOSURE OF LOBBYING ACTIVITIES, as required by the HHS (45 CFR Part 93, Appendix A).

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



## SUBVENTION CONTRACT

## ARTICLE 12 -GENERAL TERMS AND CONDITIONS GTC 04/2017

Contractor may find the required California General Terms and Conditions (GTC 04/2017) at the following web address:

https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language

Click the "GTC 04/2017" link to download the current requirements.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



## SUBVENTION CONTRACT

## ARTICLE 13 - DEFINITIONS

All terms used in this Contract shall be those as defined in applicable federal and state law (see 42 USC §§ 8621 et seq. and Government Code § 16367.5) and regulation (see 45 CFR Part 96 and 22 CCR § 100800), or as more specifically defined as:

Administrative Costs: Actual costs for auxiliary functions such as salaries, wages, workers compensation, and fringe benefits for administrative staff, facilities, utilities, office and computer equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, and like services necessary to sustain the direct effort involved in administering a grant program or an activity providing services to the grant program. Includes incurred costs associated with participation and attendance to policy advisory committee meetings and workgroups.

Contract: The complete contents of this contract entered into by and between CSD and Contractor, including all rights, duties, and obligations, whether expressed or implied, required toward the legal performance of the terms hereof.

Amendment: A formal change to the Contract of a material nature including but not limited to the term, scope of work, or name change of one of the Parties, or a change of the maximum amount of this Contract.

Authorized Agent: The duly authorized representative of the Board of Directors of Contractor and duly elected or appointed, qualified, and acting officer of CSD. In the case of Contractor, CSD shall be in receipt of board resolution affirming an agent's representative capacity to bind Contractor to the terms of this Contract.

CSD Program Advisory (CPA): The purpose of the CPA is to provide information, correct problems, contradictions and uncertainty. A CPA serves as short-term guidance to inform or direct immediate action to correct a problem or provide relief from an obligation.

CSD Program Notice (CPN): The purpose of the CPN is to supplement contractual requirements and facilitate program implementation. A CPN serves as long term guidance to summarize or interpret regulations or contract requirements.

Call-Back: A call-back is a visit from Contractor that occurs when a measure fails (either during inspection, or later within the warranty period) and must be corrected by the Contractor. The required warranty periods are defined in CSD's TRM. Warranty corrections and apply to both the LIHEAP and DOE weatherization programs.

California Certified Inspector/Risk Assessor Contractor: An individual who is certified by the State of California, Department of Health Services, as a lead-related construction Inspector/Risk Assessor.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



California Energy Commission (CEC) Climate Zone: The CEC established 16 climate zones that represent a geographic area and that have a particular weather pattern. These climate zones are based on energy use, temperature, weather, and other factors that determine the types of building standards that are subject to the Title 24 Energy Efficiency Standards and that dictate the energy conservation measures that must be installed in a weatherized dwelling, as required by law.

Certification Date: The date the applicant is deemed eligible and the Contractor commits to provide services. The certification date should not be before the intake date.

Certified Lead-Free: Residential property that has been determined by a California Certified Inspector/Risk Assessor Contractor to be absent from the presence of lead-based paint.

Certified Lead-Safe: Residential property in which lead-painted surfaces are intact and/or have been treated with measures to stabilize and eliminate lead-paint hazards and that, as such, poses no immediate threat to the occupants as determined by a California Certified Inspector/Risk Assessor Contractor.

Certified Translator: A translator that has been certified to translate a specific language and are often members of a professional translation association such as American Translators Association and American Literary Translators Association, etc.

Children: Members of a household who have not attained their 19th birthday.

Client Education/Counseling: Includes, but is not limited to, providing client with written information describing energy-saving behavioral adjustments that will decrease the energy consumption of the household; providing client with resource information, referral, and budget counseling in order to assist clients in achieving self-sufficiency; providing client with mold and lead-safe education and advising client of the benefits of weatherization in their homes.

Client Intake: Includes, but is not limited to, the process of completing an intake form and reviewing applicant documentation in order to verify eligibility.

Client Needs Assessment: The act of acquiring additional and appropriate information from an eligible client to determine the needs that can be served by Contractor and other available programs after eligibility has been established.

Contractor: The entity (partnership, corporation, agency, or association) designated on the face sheet (STD 213) of this Contract.

CORE: Combined Output Reporting Engine (CORE) System: Software used by CSD's Local Service Providers to submit Utility Assistance, Wood, Propane, and Oil transaction records for validation and further processing.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



Crisis: Weather-related and/or supply-shortage emergencies and other household energy-related emergencies that negatively impact the energy-related economic conditions of low-income households. A crisis can be caused by:

a. Cold or hot weather-related events, such as flood, earthquake, tornado, hurricane, ice storm/freeze; or events meeting such other criteria as the Governor, and/or the President of the United States, at their discretion, and/or their designee, including CSD, may determine to be appropriate; or

b. Geopolitical events, such as wars, terrorism, civil disturbances, and embargoes, including geopolitical events that negatively impact the energy-related economic conditions of low-income households.

CSD: The State of California Department of Community Services and Development.

Database Transfer: A method wherein contractors utilize a local database platform to provide CSD with downloaded client and other program data.

Di Minimis Levels: The amount of lead paint disturbed in a dwelling is comprised of 2 square feet per room of interior surfaces, or 20 square feet of exterior surface, or 10% of a small component, e.g., windowsill, baseboards, and trim. When calculating the di minimis level, the entire surface of the component must be included in the computation. For example, when replacing a 2 x 3-foot window, the de minimis level would be 6 square feet and would exceed the maximum allowance for interior surfaces and the unit would be subject to HUD Regulation.

Diagnostic Testing: Series of testing protocols performed under the weatherization program involving the use of specialized tools to assess: the operating condition of combustion appliances for general safety and carbon monoxide emission levels, and pressurized diagnostic testing procedures to assess the integrity of building envelopes and duct systems for leakage and outside air infiltration. Diagnostic tests shall only be performed by qualified individuals possessing the required skill and training needed to perform diagnostic testing activities.

Direct Services: The portion of the LIHEAP funding to carry out the provisions of LIHEAP services and activities of this Contract, to include: Weatherization, Energy Crisis Intervention Program (ECIP) Services (excluding Utility Assistance), and Wood Propane and Oil (WPO).

DOE: The United States (U.S.) Department of Energy that provides funds for the Weatherization Assistance Program for Low-Income Persons. This program is authorized by Title IV of the Energy Conservation and Production Act (Pub. L. 94-385). The federal regulations for this program are in 10 CFR Part 440.

Dwelling Assessment: The process used to evaluate the service needs of an eligible dwelling for weatherization services offered under the DOE and LIHEAP weatherization programs. An

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



assessment shall be performed by qualified individuals possessing the required skill and training needed to perform assessment activities.

Dwelling Unit: A house, including a stationary mobile or manufactured home, an apartment, a group of rooms, or a single room occupied as separate living quarters.

EHA-16: A term used to reference Emergency Crisis Intervention Program, Home Energy Assistance Program and Assurance-16 service components.

Elderly: An individual 60 years of age or older.

Electric Base Load Measure: A subcategory of weatherization measures designed specifically to reduce energy consumption in the areas of lighting and electrical appliances. Allowable electric base load measures include compact and torchiere fluorescent lamps, microwave ovens, refrigerator replacements, and electric water heater timers.

Electronic File: A contract or other record created, generated, sent, communicated, received, or stored by electronic means.

Emergency: Meets the federal definition at 42 USC § 8622(1) and shall be defined as being any one or more of the following conditions:

a. A natural disaster (whether or not officially declared);

b. A significant home energy supply shortage or disruption;

c. An official declaration of a significant increase in:

   i. Home energy costs;

   ii. Home energy disconnection;

   iii. Enrollment in public benefit programs; or

   iv. Unemployment and layoffs;

d. An official emergency declaration by the Secretary of Health and Human Services.

   In those situations where there is not an official federal, state, or local declaration of emergency, e.g., an undeclared natural disaster or a significant home energy supply shortage or disruption that affects a low-income individual, an emergency will be deemed to exist by CSD where there is imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



Energy Burden: The expenditures of the household for home energy divided by the income of the household.

Energy Conservation Measures (also known as Weatherization Measures): A wide variety of measures installed in or applied to the dwelling to increase the energy efficiency or to reduce the total energy expenditures of the dwelling.

Environmental Inspection: A visual assessment and sampling which includes asbestos, lead and radon when allowable per the contract. Environmental inspections shall be in accordance with all CSD policies and procedures and in compliance with all Federal and State regulations. Allowable costs include actual labor costs while on the jobsite and testing fees associated with the inspection.

Evaporative Cooler Repairs: Repair or replacement of filter pads, water pumps, belts, motors, or other components that promote efficient operation of the unit.

Final Allocation: The actual amount of funds available to Contractor under this Contract, as calculated pursuant to Title 22, California Code of Regulations, Section 100830 after CSD receives the notice of grant award for the full annual allocation based on the appropriation by Congress for the Federal Fiscal Year, and as publicly announced by CSD's Director or designee, subsequent to the execution of this Contract.

General Heat Waste Measures: A subcategory of weatherization measures designed specifically to improve energy efficiency by reducing general heat and cooling waste within the dwelling. Measures are intended to be relatively low-cost items that are quickly and easily installed with a total measure cost, including labor.

General Operating Costs: Costs that are directly allocable to those costs defined as related facilities, office and computer equipment, office supplies, telephone and travel as allowable program costs.

Hazardous Condition: Any condition posing an immediate health and safety threat to the client and/or persons working in the dwelling unit. Hazardous conditions include but are not limited to: Combustion Appliance Safety (CAS) hazards, appliance-related hazards, and electrical hazards as defined in the CSD TRM.

Heating/Air Conditioning Appliance Repairs/Replacements: The complete unit replacement, adjustments of gas pressure and/or air/fuel mixture, replacement of thermocouples, adjustment of refrigerant charge, filter replacements, or other component repairs or replacements necessary for safe and efficient operation.

Health and Safety Measures: A subcategory of weatherization measures installed to mitigate health and safety hazards generated by combustion appliances and to preserve or improve indoor air quality. These measures include CO alarms, smoke alarms, heating/cooling and water heater

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



repairs and replacements, Environmental Hazard Work weatherization and kitchen cooking appliance repair and replacements.

Highest Home Energy Needs: The home energy requirements of a household determined by taking into account both the energy burden of such household and the unique situation of such household that results from having members of vulnerable populations, including very young children (0-5), individuals with disabilities, and frail, older individuals (60+).

Home Energy Rating System (HERS) Provider, also referred to as HERS Rater: An entity or individual recognized by the California Energy Commission as a HERS Provider and certified in performing the necessary field and diagnostic testing verifications for demonstrating compliance with the 2016 Building Energy Efficiency Standards.

HUD Unit: A housing unit participating in a U.S. Department of Housing and Urban Development (HUD) Assisted Housing Program.

Infiltration Reduction Measures: A subcategory of weatherization measures installed in or applied to dwellings to reduce or stop the uncontrolled flow of conditioned air out of the dwelling or the uncontrolled flow of outside air into conditioned areas in the dwelling. Infiltration reduction is best accomplished with shell leakage technology.

Intake Date: The date the Contractor receives or accepts the application.

Interim Allocations: Incremental releases of Continuing Resolution appropriations by CSD to fund LIHEAP Direct Services and Utility Assistance program activity under this Contract.

Interest Income: The interest earned by a Contractor directly generated or earned as a result of unexpended LIHEAP grant funds at the end of a contract term period. The interest earned by a Contractor is income generated as a result of depositing federal funds in an interest-bearing account.

Labor and Material Measures: Those measures where the measure reimbursement is based on the combined total of labor and material and the quantity of the measure itself is not limited to a specific amount per weatherized dwelling.

Labor and Material Single-Quantity Measures: Those weatherization measures where the reimbursement is based on the combined total of labor and material cost and the maximum quantity of the measure is limited to a single item per weatherized dwelling.

Liability Insurance: Insurance coverage to protect against claims alleging one's negligence or inappropriate action resulting in bodily injury or property damage. Related costs shall mean those actual costs allocated for insurance bonds, general liability insurance, and pollution occurrence insurance. Pollution occurrence insurance is optional.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



Major Vehicle and Field Equipment Costs: Actual costs associated with the purchases of vehicles, office equipment and field equipment $10,000 or greater per unit used for the purpose of delivery of direct services. Pre-approval from CSD is required. Field equipment means diagnostic equipment and related equipment. Purchases must follow all federal and state rules and regulations governing LIHEAP pertaining to procurement standards.

Materials: Materials are those allowable items that are installed in or on the dwelling. All materials shall be in conformance with the CSD TRM and 10 CFR Part 440 Appendix A – Standards for Weatherization Materials.

Maximum Amount: The dollar amount reflected on line 3 of the face sheet (STD 213) of this Contract, as amended to reflect the Final Allocation for the term of this Contract.

Maximum Average Reimbursement: Represents the maximum average per dwelling investment for related weatherization service and program costs where an energy audit is conducted. The formula for determining the maximum average reimbursement is:

Maximum Average Reimbursement is equal to Program Operations divided by Total Completed Units.

Where Program Operations are defined as:

> Program Costs less (Training & Technical Assistance + Liability Insurance + Vehicles & Equipment Purchases Over $10,000 + Health and Safety)

Migrant Farm Worker: A seasonal farm worker who performs or has performed farm work during the eligibility determination period (any consecutive 12-month period within the 24-month period preceding application for program benefits and/or services) that requires travel such that the worker is unable to return to his/her domicile (permanent place of residence) within the same day. Migrant farm worker is not a term used in the contract but is captured for reporting purposes in CSD's Weatherization Database, EARS and Intake Form (CSD 43).

Minor Vehicle and Field Equipment Costs: Actual costs associated with the purchase of vehicle, office equipment and field equipment under $10,000 per unit used for the purpose of delivery of program services. Purchases must follow all federal and state rules and regulations governing LIHEAP pertaining to procurement standards.

Mobile or Manufactured Home: A manufactured home regulated by the California Department of Housing and Community Development (HCD) that is built on a trailer chassis and designed for highway delivery to a permanent location, and it can be a single-, double-, or triple-wide home. To receive weatherization services under a CSD program, a mobile home must be a permanent, full-time residential dwelling, with a floor area of at least 330 square feet.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



Modified Dwelling Assessment: The process used to evaluate the limited service needs of an eligible dwelling that has been previously weatherized under the DOE or LIHEAP weatherization programs. The assessment is limited in scope and does not encompass a re-assessment of the entire dwelling unless measures have exceeded their useful life under LIHEAP. Assessments limited to ECIP EHCS work on dwellings not receiving weatherization services are to be included in the cost of the ECIP measure. An assessment shall be performed by qualified individuals possessing the required skill and training needed to perform assessment activities.

Modification: An immaterial change to this Contract that does not require an Amendment.

Multi-Unit Dwellings (MUD) also known as Multi-Family Buildings (MFB): Defined as residential dwelling structures containing more than one residential unit within a single building, including: duplexes, triplexes, fourplexes, and multi-unit apartments. For purposes of travel reimbursement to Contractors and shell leakage testing, Multi-Unit Dwellings are defined as multi-unit dwellings, e.g., apartments, with five or more attached residential units.

Natural Disaster: A weather event (relating to cold or hot weather), flood, earthquake, tornado, hurricane, or ice storm, or an event meeting such other criteria as the Secretary of Federal Department of Health and Human Service, in the discretion of the Secretary, may determine to be appropriate. For the purpose of the CSD Disaster Relief Plan, emergency services may be provided to low-income individuals and families affected by a natural disaster when the event is declared by a Presidential or Gubernatorial Order as a Federal or State Emergency.

Nonprofit charitable organization: Is defined by the Internal Revenue Code, Section 501(c) (3) (26 USC § 501(c)(3)). Section 501(c) (3) is a tax law provision granting exemption from the federal income tax to nonprofit organizations. 501(c)(3) exemptions may apply to corporations, and any community chest, fund, or foundation, organized and operated exclusively for religious, charitable, scientific, testing for public safety, literary, or educational purposes, or to foster national or international amateur sports competition, or for the prevention of cruelty to children or animals.

Outreach and Its Related Costs: Outreach activities are designed to ensure that eligible households, especially households with elderly and/or disabled individuals with high home energy burdens, are made aware of the assistance available. Costs relating to these activities may include: developing outreach materials (flyer/brochure information packets), advertising costs, printing costs, outreach mailers to targeted households, travel to outreach sites and related facilities, site costs, and the referral of eligible households to assistance providers in the community. Intake and assisting with the completion of an intake form are not considered outreach or a related cost.

Parties: CSD on behalf of the State of California, and the Contractor.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



Pledge: A guarantee of payment or promise to pay made by the Contractor to the Utility Company via phone, fax, e-mail or webservice and guaranteed by CSD.

Pledge Date: The date in which the Contractor contacts the Utility Company via phone, fax, e-mail or webservice to pledge a payment on behalf of the applicant.

Pledge Timeframe: A set length of time, beginning on the date the Contractor makes the pledge and ends after a fixed number of days.

Program: Weatherization, HEAP, ECIP, and Assurance 16 services provided under 42 USC §§ 8621 et seq., as amended.

Program Income: Program income means gross income earned by Contractor that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance except as provided in 45 CFR § 75.307(f). "During the period of performance" is the time between the time in which the CSD may incur new obligation to carry out the work authorized under the award.

Reweatherization: Once a dwelling has been submitted to CSD for reimbursement as a completed unit, any subsequent weatherization services provided to the dwelling shall be considered reweatherization.

Ride-along: A representative of the Contractor who accompanies a designated third-party inspector while performing on-site inspections. CSD requires that, when possible, a ride-along be sufficiently trained to make necessary corrections during inspections, thereby minimizing or eliminating the need for return trips that may inconvenience the client and/or require re-inspection in accordance with the CSD TRM.

Seasonal Farm Worker: A person who during the eligibility determination period (any 12 month period within the 24 month period preceding application for program benefits and/or services) was employed at least 25 days in farm work or earned at least $400 in farm work and who has been primarily employed in farm work on a seasonal basis, without a constant year-round salary. Seasonal farm worker is not a term used in the Contract but is captured for reporting purposes in CSD's Weatherization Database, EARS and Intake Form (CSD 43).

Separate Living Quarters: Living quarters in which the occupant(s) do not live and eat with any other person(s) in the structure, and which have either: (1) direct access from the outside of the building or through a common hall; or (2) complete kitchen facilities for the exclusive use of the occupant(s). The occupant(s) may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements.

Single-Family Dwelling: A dwelling structure containing no more than one dwelling unit. For the purposes of travel reimbursement and shell leakage testing, a single-family dwelling is

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



defined as a one-unit, single-family dwelling or a one-unit, single-residential housing dwelling with one to four attached units.

Single Quantity Fixed-Fee Measures: Those weatherization measures with an assigned fixed-fee reimbursement and which limit the maximum quantity of the measure/service to a single item per weatherized dwelling.

State: The State of California Department of Community Services and Development.

Subcontractor: An entity (partnership, corporation, association, agency, or individual) that enters into a separate contract or agreement with Contractor to fulfill direct program or administrative tasks in support of this Contract.

Subcontract: A separate contract or agreement entered into by and between Contractor and Subcontractor to fulfill direct program or administrative tasks in support of this Contract.

Useful Life: Useful life means the length of time a Weatherization or ECIP HCS measure is expected to be useable.

Utility Assistance Funding: The portion of LIHEAP funding used to provide utility assistance services under ECIP Fast Track and HEAP Electric and Gas. These funds are administered by Contractor but paid to eligible clients – or to utility companies on the client's behalf – by CSD from Contractor's allocated amount of funding.

Vendor: An individual, sole proprietorship, firm, partnership, corporation, or any other business venture from which materials and goods are supplied and purchased.

Vulnerable Populations: Young children (ages 5 years or under), disabled, and elderly persons (ages 60 or older).

Weatherization Training and Its Related Costs: Costs associated with the training of personnel or subcontractors as specified in Article 9.1 of this Contract. Training may also include internal Contractor training, and attendance at weatherization-related training to include system training or other forms of weatherization training sponsored by DOE, CSD, and/or other organizations. Related costs may include salary/wages, materials, fees and travel. Excludes incurred costs associated with participation and attendance at policy advisory committee meetings and workgroups.

Workers' Compensation: Insurance that covers medical and rehabilitation costs and lost wages for employees injured at work. Workers' compensation shall mean those actual costs associated with workers' compensation coverage for program staff whose salaries and wages are chargeable under program costs.

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## SUBVENTION CONTRACT

## ARTICLE 14 - TABLE OF FORMS AND DOCUMENTS INCORPORATED BY REFERNCE

The following forms and documents are available on the CSD Local Agencies Portal at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx.

14.1 Forms to be returned with signed contract:

14.1.1 Certification Regarding Lobbying/Disclosure of Lobbying Activities;

14.1.2 Agency Staff and Board Roster (CSD 188);

14.1.3 Federal Funding Accountability and Transparency Act Report (CSD 279);

14.1.4 2022 LIHEAP Production Plan (CSD 622);

14.1.5 Agency Local Plan; and

14.1.6 Public Website Update Form (CSD Form 251).

14.2 The following documents are hereby incorporated by this reference:

14.2.1 2022 LIHEAP Numbers, Contractors, and Service Territories;

14.2.2 Agency Local Plan;

14.2.3 State Administrative Manual Section 5300 at http://sam.dgs.ca.gov/TOC/5300.aspx;

14.2.4 Reimbursement Rates for Weatherization and EHCS Activities;

14.2.5 State Information Management Manual at http://www.cio.ca.gov/Government/IT_Policy/SIMM.html;

14.2.6 Supplemental Audit Guide;

14.2.7 Training Requirements Matrix; and

14.2.8 Direct Pay Utility Pledge Timeframe.

14.3 The following CPA's and CPN's are hereby incorporated by reference:

14.3.1 CPA-A-12-01 Program Procedure Guidance with NCB Procurement Worksheet;

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14.3.2 CPA-E-18-005 Expenditure Reconciliation Policy and Procedure;

14.3.3 CPN-A-17-01 Equipment Use and Disposition Requirements;

14.3.4 CPN-A-18-01 Program Income;

14.3.5 CPN-E-19-001 Working Capital Advance;

14.3.6 CPN-E-19-002 Energy Reimbursement Policies and Procedures;

14.3.7 CPN-E-20-01 SWEATS Policy;

14.3.8 CPA-E-20-01 COVID-19 Guidance and Program Relief

14.3.8.1 CPA-E-20-01E Guidance and Program Relief for LSPs Impacted by COVID-19

14.3.9 CPA-A-20-02 Administrative Relief from Loss of Operations Due to COVID-19 Crisis

14.3.10 CPN-E-20-02 PSPS Emergency Preparedness Pilot Policy;

14.3.10.1 CPN-E-20-02E PSPS Emergency Preparedness Pilot Policy Errata

14.3.10.2 CPN-E-20-02M PSPS Emergency Preparedness Pilot Policy

14.3.10.3 CPN-E-20-02M2 PSPS Emergency Preparedness Pilot Policy Modification

14.3.11. CPN-E-20-03E7 Payment of Wages and Benefits COVID-19 Errata 7

14.3.12 CPN-E-20-05 Transferring Funds

14.3.13 CPA-E-20-09 Raising Procurement Levels

14.3.14 CPA-E-21-01 Technical Reference Manual Transition

14.3.15 CPA-E-21-02 Revised Weatherization Forms Implementation

14.3.15.1 CPA-E-21-02E Revised Weatherization Form Implementation

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State of California-Health and Human Services Agency
**DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT**
**2389 Gateway Oaks Drive, Suite 100, Sacramento, CA 95833**
**Telephone: (916) 576-7109 | Fax: (916) 263-1406**
www.csd.ca.gov

**DAVID SCRIBNER**
**DIRECTOR**

**GAVIN NEWSOM**
**GOVERNOR**

April 25, 2023

Dear Executive Director:

The purpose of this letter is to notify you of the 2022 Low Income Home Energy Assistance Program (LIHEAP) contract amendment extending the contract term from June 30, 2023, to December 31, 2023. To facilitate this extension, the amendment also provides an updated contract close-out period, reducing the period from 90 days to 30 days. The contract close-out is due no later than January 31, 2024.

CSD looks forward to a continued productive partnership so that, together, we can effectively administer our critical programs and services designed to strengthen the economic security of vulnerable Californians.

Sincerely,



DAVID SCRIBNER, ESQ.
Director

Attachments

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# 2022 LIHEAP Contract Checklist Effective May 1, 2023

**General Comments and Requirements:**

Please contact your assigned Field Operations Representative immediately for assistance if this Agreement requires corrections. Agencies are required to utilize DocuSign to sign this Agreement. Please fill out and submit CSD 489 (DocuSign Contact Update Form) if you have not yet initialized DocuSign® with the California Department of Community Services and Development (CSD).

**Contract Packet:**

**The following completed documents/forms must be returned to CSD in the Agreement packet within 30 days (45 days for public agencies). Please use the checkboxes below to indicate the documents/forms are included:**

- ☐ Contract Face Sheet (STD 213) signed by individual authorized on Board Resolution
- ☐ Insurance or Self-Insurance. Please attach current evidence of insurance if not already on file with CSD
- ☐ Board resolution. (Not applicable if a general board resolution has already been submitted and is not specific to the program, program year, or contract number, and does not contain any changes.)

**Programmatic Contract Requirements (as applicable):**

**Please return the completed contract packets within 30 days (45 days for public agencies).**

All forms are located on the Forms page under the Energy Contract tab on the Local Agencies Portal at https://agencies.csd.ca.gov.

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Resolution 22-37

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
**STANDARD AGREEMENT - AMENDMENT**
STD. 213A (Rev. 10/2019) CSD Rev (12/2019)

| AGREEMENT NUMBER | AMENDMENT NUMBER | PURCHASING AUTHORITY NUMBER (if applicable) |
|---|---|---|
| 22B-4021 | 2 | |

1. This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY NAME
**Department of Community Services and Development**

CONTRACTOR NAME
**Mariposa County Human Services Department**

2. The term of this Agreement is : November 1, 2021 through December 31, 2023

3. The maximum amount of this Agreement is: Total $958,000.00

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

i. The term of this Agreement has changed from November 1, 2021 through June 30, 2023 to November 1, 2021 through December 31, 2023

ii. Articles 1 through 14 are deleted in their entirety and replaced with the attached.

All other terms and conditions shall remain the same.
**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**CONTRACTOR**

CONTRACTOR NAME *(If other than an individual, state whether a corporation, partnership, etc.)*
**Mariposa County Human Services Department**

CONTRACTOR BUSINESS ADDRESS, CITY, STATE ZIP
P.O. Box 99, Mariposa, CA 95338

PRINTED NAME OF PERSON SIGNING: Joe Lynch
TITLE: HHSA Director

CONTRACTOR AUTHORIZED SIGNATURE: DocuSigned by: Joe Lynch 9C760F0DDEF94BE...
DATE SIGNED: 5/23/2023 | 3:09 PM PDT

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME
**Department of Community Services and Development**

| CONTRACTING AGENCY ADDRESS | CITY | STATE | ZIP |
|---|---|---|---|
| **2389 Gateway Oaks Drive, Suite 100** | **Sacramento** | **CA** | **95833** |

PRINTED NAME OF PERSON SIGNING: **Chris Vail**
TITLE: **Chief Financial Officer**

CONTRACTING AGENCY AUTHORIZED SIGNATURE: DocuSigned by: C Vail 5738D524A1A146B...
DATE SIGNED: 5/25/2023

**CALIFORNIA Department of General Services Use Only**

**I hereby certify that all conditions for exemption have been complied with, and the document is exempt from the Department of General Services approval.**

DS SP

☐ Exempt per _____

Approved as to Legal Form: 5/23/2023 | 3:08 PM PDT

DocuSigned by: Steve Dahlem F6A416F06B394BF...
Steven W. Dahlem, County Counsel

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# MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

## RESOLUTION - ACTION REQUESTED 2022-37

MEETING: January 18, 2022

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: 2022 LIHEAP 22B-4021 Contract for Energy Assistance and Weatherization

---

**RECOMMENDATION AND JUSTIFICATION:**
Approve the 2022 Low Income Home Energy Assistance Program (LIHEAP) Agreement 22B-4021 and Certifications with the California Department of Community Services and Development (CSD) in an amount not to exceed $525,000 to provide energy assistance payments; and authorize the Health and Human Services Agency Director to sign the agreement, certifications, and all subsequent Amendments (Subject to County Counsel Approval as to Form).

The purpose of LIHEAP, under the auspices of the CSD, is to provide energy assistance to low-income county residents. LIHEAP funds have been allocated to Mariposa County for several years and operate on a program term basis.

Thus far in program year 2020 ending December 3, 2021, this program has assisted 584 low-income households containing 1,310 persons with energy assistance propane, wood, and utility payments and 11 households and 30 persons with weatherization services. A large percentage of these households include vulnerable populations such as seniors, the disabled, children under 5 years, and the working poor.

**BACKGROUND AND HISTORY OF BOARD ACTIONS:**
The Board approved the previous 2021 ARPA LIHEAP Agreement on September 28, 2021 by Resolution 2021-538.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**
If this Agreement is not approved, Mariposa will lose the grant funds of $525,000 and the opportunity to provide Energy Assistance payments to serve an estimated 683 Mariposa County households and 1,598 persons under this grant agreement.

**FINANCIAL IMPACT:**
**This program is funded by federal energy assistance grant (LIHEAP) funds. Continuation of the LIHEAP grant was anticipated and included in the FY21-22 Budget. Progress in the implementation of this grant will be monitored, and the FY21-22 budget for fund 3334 will be adjusted if necessary. There is no impact to the County General Fund.**

**ATTACHMENTS:**

DS
DW

REF ID# 12490

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**213_22B-4021 (PDF)**
**00. 2022 LIHEAP Contract Cover Letter (PDF)**
**03. CSD 279 FFATA v01.15 (PDF)**
**02. Lobbying Certification (PDF)**
**2022 LIHEAP Contract Final.. (PDF)**

**RESULT:** **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
**MOVER:** Marshall Long, District III Supervisor
**SECONDER:** Tom Sweeney, District II Supervisor
**AYES:** Smallcombe, Sweeney, Long, Forsythe, Menetrey

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



# SUBVENTION CONTRACT

## Contents

**PREAMBLE 1**

**ARTICLE 1 -SCOPE OF WORK ..... 1**

1.1 General ..... 1
1.2 Service Area ..... 1
1.3 Term and Amount of Contract ..... 2
1.4 Service Area Expenditure Requirements ..... 2
1.5 Program Authorities – Requirements, Standards and Guidance ..... 2
1.6 Duplication of Services ..... 5

**ARTICLE 2 -CONTRACT ADMINISTRATION AND PROCEDURE ..... 6**

2.1 State Contracting Requirements – "General Terms and Conditions, GTC 04/2017" ..... 6
2.2 Contractor's Option of Termination ..... 6
2.3 Budget Contingencies ..... 6
2.4 Miscellaneous Provisions ..... 8

**ARTICLE 3 -CONTRACT CHANGES ..... 9**

3.1 Amendment ..... 9
3.2 Minor Modifications ..... 9

**ARTICLE 4 -ADMINISTRATIVE POLICIES AND PROCEDURES ..... 10**

4.1 Board Roster, By Laws, Resolution, and Minutes ..... 10
4.2 Internal Controls Requirements ..... 10
4.3 Record Retention Requirements ..... 11
4.4 Insurance and Fidelity Bond ..... 11
4.5 System Security Requirements ..... 14
4.6 Travel and per diem ..... 16
4.7 Conflict of Interest ..... 17
4.8 Procurement Standards ..... 18
4.9 Use and Disposition of Vehicles and Equipment ..... 20
4.10 Subcontracts ..... 20
4.11 Complaint Management Policies and Procedures ..... 22
4.12 Fair Hearing Process for Applications for Denial of Benefits by Contractor ..... 22
4.13 Fraud, Waste, and Abuse ..... 23

**ARTICLE 5 -ADMINISTRATIVE AND PROGRAM EXPENDITURES REQUIREMENTS ..... 24**

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



5.1 Budget Guidelines ..... **24**
5.2 Utility Assistance Expenditure Requirements ..... **25**
5.3 Working Capital Advance and Major Purchase Advances ..... **26**
5.4 Program Income ..... **28**
5.5 Wood, Propane and Oil Returned Payments ..... **29**
5.6 Allowable Costs ..... **30**
5.7 Service Area Expenditures Requirements ..... **36**
5.8 Reimbursement Guidelines ..... **38**
**ARTICLE 6 - REPORTING POLICIES AND PROCEDURES** ..... **49**
6.1 Reporting Requirements ..... **49**
**ARTICLE 7 - PROGRAM POLICIES AND PROCEDURES** ..... **53**
7.1 LIHEAP Agency Local Plan ..... **53**
7.2 Program Standards and Regulatory Requirements ..... **53**
7.3 Prioritization of Services ..... **55**
7.4 Service Priority Guidelines ..... **56**
7.5 Outreach and Intake Activity Guidelines ..... **56**
7.6 Assurance 16 Activity Guidelines ..... **58**
7.7 Leveraging Activities ..... **60**
7.8 Record-Keeping Responsibilities ..... **61**
**ARTICLE 8 - PROGRAM IMPLEMENTATION** ..... **68**
8.1 HEAP/WPO Activity Guidelines ..... **68**
8.2 Weatherization Activity Guidelines ..... **69**
8.3 Energy Crisis Intervention Program (ECIP) Services Activity Guidelines ..... **80**
8.4 ECIP Fast Track and HEAP Electric and Gas Pledge Guidelines ..... **87**
8.5 SWEATS Activity Guidelines ..... **87**
8.6 Quality Assurance ..... **87**
**ARTICLE 9 - TRAINING, LICENSING AND CERTIFICATIONS** ..... **92**
9.1 Training Requirements ..... **92**
9.2 Contractor Licensing ..... **95**
9.3 Special Licensing - Weatherization ..... **95**
9.4 Environmental Protection Agency (EPA) Certifications ..... **96**
9.5 Mandatory Training ..... **96**
**ARTICLE 10 - COMPLIANCE POLICIES AND PROCEDURES** ..... **97**
10.1 Right to Monitor, Audit, and Investigate ..... **97**

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



10.2 Auditing Standards and Reports ..... **97**
10.3 Compliance Monitoring ..... **100**
10.4 Enforcement Process - Noncompliance with Requirement of this Contract ..... **103**
10.5 Service Delivery and Expenditure Requirements ..... **109**
**ARTICLE 11 - FEDERAL AND STATE POLICY PROVISIONS** ..... **111**
11.1 Certifications ..... **111**
11.2 Provisions for Federally Funded Grants ..... **112**
11.3 Federal Certifications Regarding Debarment, Suspension, and Related Matters **113**
11.4 Affirmative Action Compliance ..... **114**
11.5 Nondiscrimination Compliance ..... **115**
11.6 Contractor Fair Hearing - Civil Rights Act Violation ..... **115**
11.7 Specific Assurances ..... **115**
**ARTICLE 12 - GENERAL TERMS AND CONDITIONS GTC 04/2017** ..... **117**
**ARTICLE 13 - DEFINITIONS** ..... **118**
**ARTICLE 14 - TABLE OF FORMS AND DOCUMENTS INCORPORATED BY REFERENCE** ..... **128**
14.1 Forms to be returned with signed contract: ..... **128**
14.2 The following documents are hereby incorporated by this reference: ..... **128**
14.3 The following CPA's and CPN's are hereby incorporated by reference: ..... **128**

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



# SUBVENTION CONTRACT

## PREAMBLE

This subvention contract, for the implementation of the Low Income Home Energy Assistance Program (LIHEAP) in program year 2022 ("Contract"), is entered into between the Department of Community Services and Development ("CSD" or "Department") and the contractor named on Form STD. 213, the face sheet of this document ("Contractor") and shall be enforceable on the date last signed.

NOW THEREFORE, in consideration of the promises and of the mutual agreements and covenants hereinafter set forth, CSD and Contractor hereby agree as follows:

## ARTICLE 1 - SCOPE OF WORK

### 1.1 General

1.1.1 Contractor shall provide Weatherization (WX) assistance, Home Energy Assistance Program (HEAP) assistance, and Energy Crisis Intervention Program (ECIP) assistance to eligible participants residing in the service area described in Section 1.2, pursuant to all applicable federal and state statutes and regulations, including the Low Income Home Energy Assistance Act of 1981 (42 USC §§ 8621 et seq., as amended) (the Act) and California Government Code Section 16367.5 et seq., as amended. Contractor shall provide crisis services and activities to the low-income community within its service area through at least March 15, 2022. Contractor shall administer LIHEAP services to eligible low-income households in accordance with both need and the Contractor's service delivery plan approved by CSD. Contractor shall ensure that the highest level of assistance will be furnished to those households which have the lowest incomes and the highest energy costs or needs in relation to income, and that the services and activities funded by this Contract shall also meet all other assurances specified in Section 8624 of the Act.

1.1.2 The LIHEAP Catalog of Federal Domestic Assistance number is 93.568. The award is funded through the United States Department of Health and Human Services (HHS).

### 1.2 Service Area

1.2.1 The services shall be performed in the Service Territory comprised of the following service area(s):

The 2022 LIHEAP Numbers, Contractors, and Service Territories listing may be accessed at under the Supporting Documents section https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx.

1.2.2 Contractors that provide services in Los Angeles and San Diego counties shall refer to the ZIP Codes listing located at under the Supporting Documents section

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx to determine the zip codes for their respective area.

## 1.3 Term and Amount of Contract

1.3.1 The term of this Contract shall be for the period represented on the face sheet (Form STD 213). Contractor shall perform all work under this contract prior to, or up to December 31, 2023, in accordance with Article 10.5 section 10.5.2, regardless of the contract term end date.

1.3.2 The contract amount as represented on Form STD. 213 consists of Contractor's total allocation to include the "Direct Services" and "Utility Assistance" portions attributable to Contractor's service area(s).

1.3.3 Direct Services and Utility Assistance funding, as defined in Article 13, Definitions, that are allocated to Contractor, shall be expended, reported and accounted for in accordance with the provisions of this Contract.

## 1.4 Service Area Expenditure Requirements

Contractor shall be subject to special expenditure requirements as provided in Article 5, Section 5.7 of the Contract, if any of the following pertain:

1.4.1 This Contract involves funding for LIHEAP services provided by Contractor in multiple counties or service areas; or

1.4.2 Contractor has additional contracts with CSD for the provision of LIHEAP or United States Department of Energy, Weatherization Assistance Program (DOE WAP) services in counties or service areas other than the county or service area to which this Contract applies.

## 1.5 Program Authorities – Requirements, Standards and Guidance

1.5.1 All services and activities are to be provided in accordance with applicable federal, state, and local laws and regulations, which may be amended from time to time, including but not limited to, the following:

1.5.1.1 The Low-Income Home Energy Assistance Act of 1981 (42 USC §§ 8621 et seq.), and the Low-Income Home Energy Assistance Program (45 CFR Part 96, Subpart H);

1.5.1.2 The California Government Code (Cal. Gov. Code) §§ 16367.5 et seq., as amended, and Title 22 of the California Code of Regulations (CCR) §§ 100800 et seq.; and

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1.5.1.3 The Single Audit Act (31 USC §§ 7501 et seq.), and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

1.5.2 *Conflict of Laws.* Contractor shall comply with all of the requirements, standards, and guidelines contained in the authorities listed below, as they may be amended from time to time, regarding procurement, administrative, and other costs claimed under this Contract, including those costs incurred pursuant to subcontracts executed by Contractor, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the requirements, standards, or guidelines in this Contract directly conflict with any State law or regulation at Government Code §§16367.5 et seq. or 22 CCR §§100800 et seq., or any provision of this Contract, then federal law or regulation or provision shall take precedence, and then state law; unless, under specified circumstances, a provision of federal law applicable to block grants, such as 45 CFR § 96.30, allows for the application of state law.

1.5.2.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75); and

1.5.2.2 Contractor further agrees to abide by all requirements in California Contractor Certification Clauses 04/2017 (CCC-04/2017).

1.5.3 CSD shall provide Contractor with specific program guidance which shall be binding on the Contractor as a condition of the Contractor's participation in LIHEAP, and as a condition of receipt of funds under the program, PROVIDED:

1.5.3.1 That such guidance shall be issued by CSD in writing in the form of "CSD Program Notice (CPN) No. XX-XX" posted at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx;

1.5.3.2 That such guidance shall be issued by CSD in writing in the form of "CSD Program Advisory (CPA) No. XX-XX posted at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx;

1.5.3.3 That such guidance shall be issued by CSD in the most timely and expeditious manner practicable;

1.5.3.4 That such guidance shall be reasonably necessary to realize the purposes of LIHEAP;

1.5.3.5 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

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Contract;

1.5.3.6 Contractor shall notify CSD within 10 business days of issuance of a CPN or CPA, if Contractor is unable to fulfill its obligations under the new guidance;

1.5.3.7 That the parties' failure to execute a mutually acceptable amendment or CPN or CPA, as contemplated in subsection 1.5.3.5 and 1.5.3.6, in a reasonable period of time, shall result in this Contract being without force and effect subject only to such provisions contained herein as are intended to survive the Contract in accordance with the express and implied provisions of applicable federal and state law; and

1.5.3.8 That upon CSD's good faith determination, delivered to the Contractor by written notice that this Contract between the parties to any necessary amendment CPN, or CPA as contemplated in subsection 1.5.3.5 and 1.5.3.6 cannot be achieved, then this Contract shall be "closed out" and the funds disposed in accordance with established CSD procedure and policy and as required under federal and state law.

1.5.4 The federal and state laws, regulations and other authorities referenced in this Section are hereby incorporated by reference into this Contract. Copies may be accessed for reference at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

1.5.5 Contract Elements Integral to Contract and Enforceability Conditions

1.5.5.1 Contractor shall provide the following documents, satisfactory to CSD in form and substance, together with an executed copy of this Contract before CSD executes and returns the Contract to Contractor for implementation:

1.5.5.1.1 Federal Funding Accountability and Transparency Act Report (CSD 279);

1.5.5.1.2 Certification Regarding Lobbying/Disclosure of Lobbying Activities;

1.5.5.1.3 Contractor Certification Clauses (CCC-04/2017);

1.5.5.1.4 Current Insurance or Self-Insurance Authority Certification;

1.5.5.1.5 Board Resolution authorizing execution of this Contract;

1.5.5.1.6 Agency Local Plan (referenced in Article 7.1);

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1.5.5.1.7 LIHEAP Production Plan (CSD 622) (referenced in Article 5.7); and

1.5.5.1.8 Agency Staff and Board Roster (CSD 188).

1.5.5.2 The Agency Local Plan and forms must be completed by Contractor before CSD will execute the Contract and Contractor is authorized to commence work. CSD may execute this Contract pending its review and final approval of Contractor's submission, provided Contractor acts in good faith to rectify any outstanding issues associated with the documents submitted pursuant to Section 1.5.5.1. All documents submitted pursuant to Section 1.5.5.1 shall become part of this Contract.

1.5.6 Contractor's signature shall constitute a certification that to the best of Contractor's ability and knowledge it will, unless exempted, comply with the provisions set forth in Article 11, Section 11.1, "Certifications" of this Contract.

## 1.6 Duplication of Services

Dwellings that have received Low-Income Weatherization Program (LIWP) funded energy efficiency measures do not qualify for additional energy efficiency measures under this Contract, except for the following:

1.6.1 Assessment and installation of Health and Safety measures not installed through LIWP;

1.6.2 Reweatherization in accordance with LIHEAP requirements;

1.6.3 Call-backs in accordance with LIHEAP requirements; or

1.6.4 Emergency Heating and Cooling Services in accordance with the LIHEAP requirements.

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**SUBVENTION CONTRACT**

## ARTICLE 2 - CONTRACT ADMINISTRATION AND PROCEDURE

### 2.1 State Contracting Requirements – "General Terms and Conditions, GTC 04/2017"

In accordance with State contracting requirements, specified contracting terms and conditions are made a part of this Contract. The provisions in their entirety are found in Article 12 of this Contract and are fully binding on the parties in accordance with state law.

### 2.2 Contractor's Option of Termination

2.2.1 Notwithstanding the provisions of Section 1.5.3, Contractor may, at Contractor's sole option, elect to terminate this contract rather than adhere to the procedures set out in Section 1.5.3, should Contractor determine that any subsequent program guidance or proposed amendment to the contract is unjustifiably onerous or otherwise counter to Contractor's legitimate business interests and ability to implement the Contract in an effective and reasonable manner, PROVIDED:

2.2.1.1 The notice of termination is in writing, delivered by U.S. Certified Mail, Return Receipt Requested, and will be effective 30 calendar days after receipt by CSD; and

2.2.1.2 The notice contains a statement of the reasons for termination with reference to the specific provision(s) in the program guidance or proposed amendment in question.

2.2.2 Contractor shall be entitled to reimbursement for all allowable costs incurred prior to termination of the contract. Such reimbursement shall be in accordance with the program guidance and contract provisions in effect at the time the cost was incurred.

2.2.3 Contractor shall, within 60 calendar days of termination, close-out the contract in accordance with contractual close-out procedures.

2.2.4 CSD may at its option procure a temporary replacement provider, and may at its option, designate a permanent replacement provider for Contractor's service area in accordance with federal and state law.

### 2.3 Budget Contingencies

2.3.1 Federal Budget Contingency

2.3.1.1 Because of uncertainty in the federal budget process, this Contract may be executed before the availability and amounts of federal funding can be ascertained, in order to minimize delays in the provision of services and the distribution of funds. The obligations of the parties under this Contract

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are expressly contingent on adequate funding being made available to CSD by the United States government.

2.3.1.2 If federal funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, CSD shall at its sole discretion have the option either to terminate this Contract upon written notice to Contractor or, in the alternative, to offer an amendment addressing the reduced funding. If the parties fail to reach an agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract close-out obligations and final settlement.

2.3.1.3 If federal funding authorities condition funding on any obligations, restrictions, limitations, or conditions not in existence when this Contract was executed, this Contract shall be amended by mutual agreement for compliance with such obligations, restrictions, limitations, or conditions. Failure of the parties to reach an agreement on such amendment shall render this Contract without force and effect.

2.3.1.4 Subject to the provisions of subsection 2.3.1.2, CSD shall authorize expenditures of funds under this Contract based on any Continuing Resolution appropriations that are adequate for the purpose. CSD shall notify the Contractor in writing of authorized interval funding levels.

2.3.2 State Budget Contingency

2.3.2.1 If funds are not appropriated for implementation of LIHEAP through the State budget process or otherwise, whether in the current year and/or any subsequent year covered by this Contract, this Contract shall be of no further force and effect. Upon written notice to Contractor by CSD that no funds are available for contract implementation, the Contract shall be terminated, and CSD shall have no obligation to pay Contractor or to furnish other consideration under this Contract and Contractor shall not be obligated for performance.

2.3.2.2 If program funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, CSD shall at its sole discretion have the option either to terminate this Contract upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach an agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract close-out obligations and final settlement.

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## 2.4 Miscellaneous Provisions

2.4.1 Assignment. Neither this Contract nor any of the rights, interests, or obligations under this Contract shall be assigned by any party without the prior written consent of the other parties, except in the case where responsibility for program implementation and oversight may be transferred by CSD to another State agency. In the event of such transfer, this Contract is binding on the agency to which the program is assigned.

2.4.2 Merger/Entire Contract. This Contract (including the attachments, documents and instruments referred to in this Contract) constitutes the entire Contract and understanding of the parties with respect to the subject matter of this Contract and supersedes all prior understandings and contracts, whether written or oral, among the parties with respect to such subject matter.

2.4.3 Severability. If any provision of this Contract is found to be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Contract will not be in any way impaired and shall remain in full force and effect.

2.4.4 Notices. Unless otherwise provided herein, notice given by the parties shall be in writing, delivered personally, by United States mail, or by overnight delivery service (with confirmation). Certain reporting and other communications may be delivered electronically as specified by CSD or as is customary between the parties. Notice shall be delivered as follows:

2.4.4.1 To Contractor's address of record; and

2.4.4.2 To CSD at:
Department of Community Services and Development
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



**SUBVENTION CONTRACT**

# ADMINISTRATIVE REQUIREMENTS

## ARTICLE 3 - CONTRACT CHANGES

### 3.1 Amendment

3.1.1 Changes to this Contract shall be made by formal amendment with exceptions specified in Article 1 subsection 1.5.3 and in Section 3.2, below.

3.1.2 Contractor shall notify CSD in writing when any proposed amendment or change will significantly impact Contractor's Program Budget and/or Operations. CSD will afford Contractor a reasonable opportunity and sufficient time in which to phase-in the mandated change.

### 3.2 Minor Modifications

3.2.1 Contractor may request modifications to make minor adjustments during the contract term. Minor Modifications shall not affect the Maximum Amount payable under this Contract.

3.2.2 Minor Modifications shall not alter the maximum limits established for specific budget line items, e.g., administrative costs, Assurance 16, intake, outreach, and training and technical assistance costs, except as otherwise provided herein.

3.2.3 Allowable modifications to this Contract include the minor budget modifications and expenditure requirements, specified in Article 5.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



**SUBVENTION CONTRACT**

## ARTICLE 4 -ADMINISTRATIVE POLICIES AND PROCEDURES

### 4.1 Board Roster, By Laws, Resolution, and Minutes

4.1.1 Contractor shall submit to CSD an Agency Staff and Board Roster form (CSD 188) listing the current Agency Staff and roster of members of its governing board, including contact information for each board member at a location other than the Contractor's offices, and the most recent version of the organizational bylaws. Contractor is responsible to notify CSD of any changes to the Executive Director, Program Manager, Chief Financial Officer and board roster within 30 calendar days of such occurrence.

4.1.2 Contractor's governing board must authorize the execution of this Contract. Contractor has the option of demonstrating such authority by the signature of a Board member, affixed to the signature page of this Contract, or by any lawful delegation of such authority that is consistent with Contractor's bylaws.

4.1.3 Where Contractor elects to delegate the signing authority to the chief executive officer or designated officials, CSD will accept either a resolution specific to this Contract or a resolution passed by the governing board that applies to any contract entered into by Contractor. Where Contractor provides a general resolution, Contractor shall maintain documentation that the chief executive officer provided timely and effective communication of the execution and terms of this Contract to the Board. Either a specific or current general resolution must be on file with CSD before execution of this Contract by CSD.

4.1.4 If the Contractor's board is both tripartite and advisory to the elected members governing a local government, the Contractor shall submit to CSD the approved minutes from any meeting of the elected officials where matters relating to this Contract are heard, including but not limited to discussions about or decisions affecting LIHEAP. Such minutes shall be submitted to CSD no later than 30 calendar days after the related meeting.

### 4.2 Internal Controls Requirements

Contractor shall ensure the establishment and maintenance of a system of internal accounting and administrative control. This responsibility includes documenting the system, communicating system requirements to employees, and assuring that the system is functioning as prescribed and is modified, as appropriate, for changes in conditions. The system of internal accounting and administrative control shall be attested to within the Contractor's independent audit conducted pursuant to this Contract and shall include:

4.2.1 Segregation of duties appropriate to safeguard state assets;

4.2.2 Limited access to agency assets to authorized personnel who require these assets in

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the performance of their assigned duties;

4.2.3 Authorization and recordkeeping procedures adequate to provide effective accounting controls over assets, liabilities, revenues, and expenditures;

4.2.4 Established practices to be followed in the performance of duties and functions;

4.2.5 Personnel of a quality commensurate with their responsibilities; and

4.2.6 Effective internal reviews.

## 4.3 Record Retention Requirements

4.3.1 All records maintained by Contractor shall meet the requirements contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

4.3.2 Contractor shall maintain all records pertaining to this Contract for a minimum period of three years after submission of the final report or until resolution of all related audit or monitoring findings, enforcement actions, including cost disallowance, legal proceedings or other pending matters, whichever is later.

4.3.3 Contractor shall retain and secure all employee and client/applicant records and information in compliance with the Federal Privacy Act of 1974, as amended (5 USC § 552a) and Information Practices Act of 1977, as amended. (Civ. Code §§ 1798 et seq.)

4.3.4 To the extent Contractor maintains records in an electronic format, Contractor shall ensure that all records are "backed-up" or copied, utilizing appropriate, secure technology and operational procedures in order to avoid unauthorized access, permanent loss or destruction, occasioned by theft, accident, willful acts or negligence, or by fire, flood, earthquake or other natural disaster.

## 4.4 Insurance and Fidelity Bond

4.4.1 General Requirements

4.4.1.1 Contractor agrees that the required insurance policies and bonds, specified below, shall be in effect at all times during the term of this Contract.

4.4.1.2 Contractor shall provide CSD with written notice at least 30 calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Contract and, prior to any lapse or reduction in coverage, provide CSD with documentation, as specified in subsection 4.4.1.3, showing substitute coverage has been obtained or alternative

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



measures have been taken to ensure compliance with the requirements of this Contract.

4.4.1.3 In the event insurance coverage expires during the term of this Contract Contractor agrees to provide within 30 calendar days of the expiration date, a new Certificate of Insurance (ACORD 25) for not less than the remainder of the term of this Contract. The new Certificate of Insurance (ACORD 25) shall evidence no lapse in coverage. The Certificate of Insurance (ACORD 25) shall identify and name CSD as the Certificate Holder.

4.4.1.4 New Certificates of Insurance are subject to review for content and form by CSD.

4.4.1.5 In the event Contractor fails to keep in effect at all times the specified insurance and bond coverage as herein provided, CSD may, in addition to any other remedies it may have, suspend this Contract.

4.4.1.6 With the exception of workers' compensation and fidelity bond, CSD shall be named as an additional insured on all certificates of insurance required under this Contract.

4.4.1.7 The issuance of other CSD contracts, as well as reimbursement payments, to the Contractor may be suspended until evidence of the required current insurance coverage has been submitted to CSD.

4.4.1.8 Should Contractor utilize a subcontractor(s) to provide services under this Contract, Contractor shall indemnify and hold CSD harmless against any liability incurred by that subcontractor(s).

4.4.2 Self-Insurance

4.4.2.1 When Contractor is a self-insured governmental entity, CSD, upon receipt of satisfactory proof of the entity's self-insurance authority, may waive the insurance requirements. A duly authorized county or city risk manager shall provide signed certification of the governmental entity's ability to cover any potential losses under this Contract.

4.4.2.2 Governmental contractors shall specify in writing a list of which coverage(s) will be self-insured under this Contract and shall list all applicable policy numbers, expiration dates, and coverage amounts for coverage which is not self-insured.

4.4.2.3 If a governmental contractor's self-insurance coverage does not contain any changes from the prior year, CSD will accept a certified letter signed

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by authorized personnel, stating that no changes have occurred from the previous year. This letter is due at the time of contract execution or within 30 calendar days of coverage.

4.4.3 Workers' Compensation Insurance

4.4.3.1 During the term of this Contract Contractor shall maintain legally sufficient workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.

4.4.3.2 Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD either a Certificate of Insurance (ACORD 25) or a Certificate of Consent to Self-Insure, issued by the Director of the Department of Industrial Relations, as evidence of compliance with the workers' compensation insurance requirement.

4.4.4 Commercial or Government Crime Coverage (Fidelity Bond)

4.4.4.1 Contractor shall maintain commercial crime coverage. If Contractor is a public entity that elects to self-insure, Contractor shall make provision for adequate coverage to insure against crime risks. The commercial crime policy or government crime self-insurance coverage (hereinafter "fidelity bond") shall include the following coverage or the substantial equivalent: Employee Dishonesty/Theft, Forgery or Alteration, and Computer Fraud.

4.4.4.2 Contractor's fidelity bond coverage limits shall not be less than a minimum amount of 4% of the total contract amount, excluding Utility Services, as set forth under this Contract.

4.4.4.3 Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD an applicable Certificate of Insurance (ACORD 25) as evidence of compliance with the fidelity bond requirement.

4.4.5 General Liability Insurance

4.4.5.1 Contractor shall maintain for the term of this Contract general liability and property damage insurance for a combined single limit of not less than $500,000 per occurrence.

4.4.5.2 Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD an applicable Certificate of Insurance (ACORD 25), designating CSD as an additional insured as evidence of compliance with general liability insurance requirements.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



4.4.6 Vehicle Insurance

4.4.6.1 Contractor shall maintain for the term of this Contract vehicle insurance in the amount of $500,000 for each person and each accident for bodily injury and in the amount of $500,000 for each person and each accident for property damage.

4.4.6.2 When employees use their own vehicles to perform duties within the scope of their employment, Contractor shall have and maintain for the term of this Contract non-owned and hired-auto liability insurance in the amount of $500,000 for each person and each accident for bodily injury and $500,000 for each person and each accident for property damage. Driving to and from work shall not be considered to be within the scope of employment.

4.4.6.3 Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD an applicable Certificate of Insurance (ACORD 25), designating CSD as an additional insured, to CSD as evidence of compliance with the stated vehicle insurance requirements.

## 4.5 System Security Requirements

Contractor shall, in cooperation with CSD, institute measures, procedures, and protocols designed to ensure the security of data and to protect information in accordance with the Information Practices Act of 1977 (Civ. Code §§1798 et seq.), and such other State and Federal laws and regulations as may apply. In the event there are different system security standards that may be applied to this Article, Contractor shall endeavor to use the strictest security standard that complies with state and federal requirements. The parties hereto agree to the following requirements, obligations, and standards in accordance with regulations set in the State Administrative Manual (SAM) and Statewide Information Management Manual (SIMM):

4.5.1 Data Protection

4.5.1.1 Data exchanged between CSD and Contractor must be limited to the data fields included on Data Transfer Rules (DTR) documents posted at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx. No personal financial information, e.g., credit card, bank account numbers, shall be stored or exchanged in the data exchange sessions.

4.5.1.2 Access to the above-mentioned data included in the DTR must only be given to authorized personnel to complete essential duties. Authorized personnel are to log into these systems using their own assigned credentials (i.e., no login account sharing). Upon departure of personnel with assigned credentials, the Contractor will remove the employee's

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access to the systems as soon as possible.

4.5.1.3 To the extent Contractor utilizes tablet or other internet-based or mobile devices for client intake and application purposes ("Electronic Intake") in lieu of paper forms and documents, Contractor shall comply with all federal and state information security requirements and with such guidance and protocols as CSD may from time to time issue for the purpose of ensuring the integrity of Electronic Intake, including, but not limited to, the use of electronic signatures, data privacy, security, transfer, and retention requirements.

4.5.1.4 Data exchanged between CSD and Contractor via email communication must have all personally identifying information (PII) and other sensitive information redacted before the document is sent. Alternately, Contractor must encrypt any attachments that have sensitive data using encryption tools and configurations as required by CSD.

4.5.2 Contractor Systems Security

4.5.2.1 The physical location of the computing and data storage devices (e.g. servers) shall be within access-controlled facilities. Individual users may not have access to the data except through their systems that are specifically credentialed for Contractor business. All access will be controlled by authentication methods to validate the approved users.

4.5.2.2 Standards for secure transmission may be accomplished through such means as certificates, secure socket layer, etc., and storage of the data with encryption.

4.5.2.3 Both CSD and Contractor shall keep security patches and anti-virus and anti-malware software up to date on all systems on which data may be used.

4.5.2.4 Contractor shall securely destruct data by sanitizing media prior to disposal.

4.5.3 Trusted Behavior Expectations

CSD's application system and users shall protect Contractor's application system/data and the Contractor's application system and users shall protect CSD's application system/data in accordance with the Privacy Act of 1974 (5 USC § 552a), and Trade Secrets Act (18 USC § 1905), the Stored Communications Act (18 USC §§ 2701 et seq.). Technology and systems code and functionality are owned by the respective parties and may not be shared with anyone else or used without written consent of the owner.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



4.5.4 Incident Reporting

Any party discovering a security incident shall report it in accordance with its incident reporting procedures. Contractor shall, within 24 hours of discovery, report to CSD's Information Security Office at ISO@csd.ca.gov any security incident contemplated herein. Examples include, but are not limited to, stolen or lost equipment, malware/ransomware detection, suspected hacking, etc. Contractor further agrees CSD shall have the right to participate in the investigation of a security incident involving CSD's data, and to cooperate fully with CSD and other relevant State entities during independent investigation of the security incident.

4.5.5 Audit Trail Responsibilities

Both parties are responsible for auditing application processes and user activities. Activities that will be recorded include event type, date and time of event, user identification, workstation identification, success or failure of access attempts, and actions taken by system administrators.

4.5.6 Data Sharing Responsibilities

Contractor shall ensure that all primary and delegated secondary organizations that share, exchange, or use personal, sensitive, or confidential data, pursuant to this Contract and subcontracts issued by Contractor, shall adhere to these security requirements and applicable state and federal law, in addition to further data sharing guidance as may be issued by CSD during the term of this Contract. If data sharing is accomplished via interconnectivity of an application system, then data sharing must be certified to be secure by both parties.

4.5.7 Security Assessment

Contractor shall work with CSD to develop a Memorandum of Understanding (MOU) to further clarify privacy and information security requirements for ensuring the security of personal information of LIHEAP participants and technology systems supporting program administration and service delivery. In addition, the MOU will specify security requirements for Contractor information technology systems storing and transmitting personal information of program participants, to include specific security assessments and audits of Contractor systems that interconnect with CSD in accordance with federal and state requirements.

## 4.6 Travel and per diem

4.6.1 Contractor's employee travel costs and per diem reimbursement rates shall be reimbursed in accordance with Contractor's written policies and procedures not to exceed federal per diem requirements and are subject to the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for

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HHS Awards (45 CFR Part 75, including 45 CFR § 75.474).

4.6.2 Contractor shall complete the Out-of-State Travel Form (CSD 536) and keep on file with back up documentation for compliance monitoring. Out-of-State travel is limited to two staff per event, unless otherwise indicated on the Out-of-State-Travel Form CSD 536. Contractor must seek pre-approval, prior to travel, for non-preapproved conferences when more than two staff are attending.

4.6.3 In the absence of a written travel reimbursement policy, Contractor shall receive reimbursement rates not to exceed federal per diem limits.

## 4.7 Conflict of Interest

4.7.1 Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts or subcontracts. No employee, officer, or agent of the Contractor shall participate in the selection, award, or administration of a subcontract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or parties to sub-contracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipients.

4.7.2 Contractor shall not pay Federal funds received from CSD to any entity in which it or one of its employees, officers, or 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 the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75, including 45 CFR §§ 75.112 & 75.327).

4.7.3 Contractor shall ensure that its employees and the officers of its governing body do not engage in actual or potential conflicts of interest and that no officer or employee who has responsibility for any activity or function with respect to LIHEAP and the implementation of this Contract shall have any personal financial interest in such activity or function or otherwise personally benefit or gain from the activity or function.

4.7.4 Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly

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those with whom they have family, business, or other ties.

4.7.5 Contractor shall not provide LIHEAP services or benefits in situations where an actual or perceived conflict of interest exists, unless the activity is explicitly allowed under Contractor's conflict of interest policies and procedures that are compliant with federal requirements. If Contractor provides program services to owner-occupied or rental dwellings that are owned or managed by the Contractor, its employees, or officers, Contractor shall submit the Property Certification form (CSD 678), in advance of providing weatherization and Energy Heating and Cooling Services (EHCS). Contractor shall ensure that other recipients or potential eligible recipients of services are not prejudiced or adversely affected by the receipt of services by Contractor.

4.7.6 Contractor must demonstrate that it will:

4.7.6.1 Follow all client eligibility and prioritization requirements of the federal and State LIHEAP programs, as applicable to each service or activity;

4.7.6.2 Comply with all dwelling eligibility requirements of this Contract, including but not limited to the prohibition against rent increases after service delivery and multiple dwelling restrictions;

4.7.6.3 Substantiate the need for weatherization and EHCS by completing a dwelling assessment for each individual dwelling unit served; and

4.7.6.4 Consent to any further conditions required by CSD. Failure to obtain prior written approval by CSD may result in costs being disallowed.

## 4.8 Procurement Standards

4.8.1 Contract Administration

4.8.1.1 *Maintenance of written procurement procedures.* Contractor shall administer this Contract in accordance with all federal and state rules and regulations governing LIHEAP block grants pertaining to procurement, including the Code of Federal Regulations' Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards and amendments thereto, consistent with the general Code of Federal Regulations compliance requirement in Section 1.5, Article 1 of this Contract 45 CFR Part 75, and pursuant to CPA-A-12-01. Contractor shall establish, maintain, and follow written procurement procedures consistent with the procurement standards in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75) or any subsequent amendments to these standards, and the applicable provisions in this Contract, including but not limited to a

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code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open and free competition.

4.8.1.2 *Eligible Bidders.* Contractor shall not permit any organizational conflicts of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subcontractor performance and eliminate unfair competitive advantage, individuals or firms that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall only award a subcontract to the bidder or offer or whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors relevant to the procurement. Contractor's solicitations shall clearly set forth all requirements that the bidder or offer or must fulfill in order for the bid or offer to be adequately and fairly evaluated by the recipient.

4.8.1.3 All supplies, materials, equipment, or services purchased or leased with funds provided pursuant to this Contract shall be used solely for the activities allowed under this Contract, unless the fair market value for such use is charged to the benefiting program and treated as program income earned under this Contract.

4.8.1.4 Contractor shall provide for an open and free competition, to include a cost analysis, in accordance with federal and state law, for the procurement of materials, supplies, equipment, or services.

4.8.1.5 *Non-Competitive bid justification.* If a service or product is of a unique nature, is in response to a public exigency or emergency, or more than one potential vendor/provider cannot reasonably be identified, Contractor shall document adequate justification for the absence of competitive bidding. "Adequate justification" must include but is not limited to:

4.8.1.5.1 Explanation of why the acquisition of goods or services is limited to one vendor or supplier;

4.8.1.5.2 Description of sole vendor/supplier's unique qualifications to provide the goods or services in question; and

4.8.1.5.3 Analysis of cost(s) to demonstrate reasonability.

4.8.1.6 *CSD Lease/Purchase Pre-Approval Requirements*. To ensure that significant procurement transactions are conducted in an open and freely competitive manner, Contractor shall obtain prior written approval from

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CSD of capital expenditures for vehicles and equipment with a unit cost of $10,000 or more through the submission of a Request for Purchase/Lease Pre-Approval (CSD 558) to CSD at least 15 calendar days prior to executing transaction. Transactions without CSD's prior written approval may be disallowed.

4.8.1.7 In all procurements, whether requiring CSD pre-approval or not, Contractor is solely responsible for maintaining adequate procurement records demonstrating compliance with Federal and State requirements.

4.8.1.8 Noncompliance with any of the provisions in this section may result in a disallowance of costs related to the procurement transaction.

## 4.9 Use and Disposition of Vehicles and Equipment

4.9.1 To ensure compliance with the requirements for vehicles and equipment, Contractor shall comply with Uniform Administrative Requirement, Cost Principles, and Audit Requirements for HHS Awards governing the acquisition of equipment with federal funds set forth in 45 CFR Part 75 (including 45 CFR §§ 75.320 & 75.439).

To ensure compliance with the requirements for equipment, vehicles, and the maintenance of equipment and vehicle records, Contractor shall adhere to CPN-A 17-01 or as revised. Contractor shall include information relevant to any purchase/lease pre-approval documented in the CSD 558 submitted to, and approved by, CSD, including the date the request was sent to CSD, the item(s) requested, and date of CSD approval in Contractor's property records.

4.9.2 Contractor shall provide the information specified in CPN-A-17-01, including any supporting documents, to CSD upon request.

4.9.3 *Limitation on Use of Funds.* Contractor shall assure that funds received under this Contract shall not be used for the purchase or improvement of land or for the purchase, construction, or permanent improvement of any building or other facility other than low-income weatherization or energy-related home repairs.

## 4.10 Subcontracts

4.10.1 Contractor may enter into subcontract(s) to provide services pursuant to this Contract in the service area(s) specified in Section 1.2 of Article 1. Subcontracts must require that parties comply with all applicable provisions of this Contract. Such requirement shall not relieve Contractor from any performance obligation created herein, nor from liability for a subcontractor's failure of performance.

4.10.2 If Contractor elects to subcontract for services, the Contractor's Board authorization and approval must be obtained and communicated to CSD in writing together with notice of execution of the subcontract as provided in Section 4.10.3. Contractor's

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Board, through a resolution or other official documentation, may elect to delegate the signing authority for the approval of subcontractors to the Chief Executive Officer or designated authority unless such delegation is set forth in the bylaws of the agency and a copy of the provision is communicated to CSD.

4.10.3 Within 60 calendar days of the execution of any subcontract, Contractor shall provide written notification to CSD of the execution of the subcontract as well as identifying information, to include the name of the subcontractor entity, its address, telephone number, contact person, contract amount, and program description of each subcontractor activity to be performed by the subcontractor.

4.10.4 Notification of subcontract execution shall contain certification by Contractor that to the best of Contractor's knowledge, the subcontractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency. For purposes of this certification of subcontractor eligibility, Contractor may rely on information available at https://www.sam.gov/SAM/pages/public/index.jsf.

4.10.5 If CSD determines that Contractor has executed a subcontract with an individual or entity listed as disbarred, suspended, or otherwise ineligible on the Excluded Parties List System as of the effective date of the subcontract, costs Contractor has incurred under the subcontract may be disallowed.

4.10.6 Contractor must ensure that funds expended pursuant to this Contract are allowable and allocable. Contractor must adopt fiscal control and accounting procedures sufficient to enable the tracing of funds paid to any subcontractor to a level of expenditure adequate to establish that such funds have not been used in violation of this Contract. Contractor shall ensure that any subcontracts under this Contract contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor may achieve this through detailed invoices, by periodic monitoring of subcontractor's program activities and fiscal accountability, by retaining a right of reasonable access to the subcontractor's books and records, or by any other method sufficient to meet Contractor's responsibility to substantiate costs required by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

4.10.7 Contractor shall notify subcontractor(s) in writing within five business days of such action in the event CSD suspends, terminates, and/or makes changes to services to be performed that materially alter the obligation of the subcontractor under this Contract.

4.10.8 Contractor is liable for the failure of performance of the terms, conditions, assurances, and certifications of this Contract, without recourse against CSD over matters involving subcontracts entered into for the implementation of this Contract, including but not limited to disputes, claims, or other legal action for breach of contract, negligence, torts, or criminal acts and other misconduct.

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4.10.9 Nothing in this Contract creates or implies a contractual relationship between CSD and any subcontractor or creates any obligation by CSD to any subcontractor. Contractor is liable to CSD for damages to CSD for the acts and omissions of its subcontractors that occur in connection with the implementation of this Contract. Contractor's obligation to pay its subcontractors is independent of any obligation of CSD to pay Contractor, and Contractor shall not represent to subcontractors any such obligation of CSD to pay or ensure payments to subcontractors.

4.10.10 All subcontractors shall be subject to applicable training requirements and shall maintain records of completion and certification in accordance with record-keeping provisions in this Contract. In addition, subcontractors whose training is provided at Contractor's expense will be subject to a retention contract, as indicated in Section 9.1.4.

## 4.11 Complaint Management Policies and Procedures

4.11.1 Contractor shall establish and maintain policies and procedures for handling complaints and provide applicants an opportunity to register a complaint based on their experience with attempts to obtain services under LIHEAP. The policies and procedures shall be in writing and Contractor shall provide the complaint process to interested individuals upon request.

4.11.2 Contractor shall ensure that all formal complaints are documented and include the date, time, client name and address, and nature of the complaint and the actions undertaken by the Contractor to resolve the issue. For purposes of this section, "formal complaint" means a written complaint filed with the Contractor by the complainant.

4.11.3 If the Contractor's efforts did not result in a resolution, the Contractor may refer the applicant or client to CSD. The Contractor shall contact CSD and explain the issue, actions taken to resolve the issue, and provide CSD with all supporting documentation that indicates the nature and extent of Contractor's effort to resolve the issue.

4.11.4 CSD shall immediately be notified if the Contractor has reason to believe that the complainant will contact the media, a State or Federal oversight agency, or the Governor's Office regarding the complaint.

## 4.12 Fair Hearing Process for Applications for Denial of Benefits by Contractor

4.12.1 Contractor shall establish a written appeals process to enable applicants who are denied benefits or services, or who receive untimely response or unsatisfactory performance, the right to appeal the decision or performance to the Contractor. Contractor's process shall include, at a minimum, all of the requirements of 22 CCR § 100805 (b) plus:

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4.12.1.1 Provisions that ensure that each applicant is notified in writing of the right to appeal a denial of or untimely response to an application, or to appeal unsatisfactory performance. At the time the applicant applies for services, applicant shall be informed of appeal rights and appeal procedures, to include the right to appeal to both the Contractor and to CSD;

4.12.1.2 Provisions that ensure that Contractor will make a good faith effort to resolve each appeal;

4.12.1.3 Provisions that ensure that Contractor shall notify the applicant in writing of the Contractor's final decision within 15 business days after the appeal is requested. If the appeal is denied, the written notification shall include instructions on how to appeal the decision to CSD. Whenever Contractor notifies an applicant of a denial of an appeal, Contractor shall at the same time provide a copy of the final decision to the Manager of CSD's Energy Services Division; and

4.12.1.4 Provisions to track information on denials and appeals.

4.12.2 Upon receipt of an applicant's appeal of a Contractor's denial of benefits or services, CSD may conduct a hearing in accordance with established procedures. CSD's decision following the appeal and hearing shall be final.

## 4.13 Fraud, Waste, and Abuse

4.13.1 Contractor shall submit a written report to CSD within 30 calendar days of discovery of incidents and activities, or suspected incidents and activities, involving fraud, waste, and abuse of LIHEAP funds by Contractor's employees, subcontractors, clients, or other parties affiliated with Contractor. Incidents and activities subject to reporting under this section include, but are not limited to, criminal acts and other violations of law constituting a misuse of funds that could result in cost disallowance. Contractor shall inform CSD within 30 calendar days of any reports or complaints submitted to law enforcement officials by Contractor, Contractor's employees, subcontractors, clients, or other parties affiliated with Contractor, concerning the misuse of LIHEAP funds.

4.13.2 Contractor shall provide employees, subcontractors, clients, and other parties affiliated with the Contractor the information necessary to report fraud, waste, and abuse to the U.S. Department of Health and Human Services Office of Inspector General Fraud hotline.

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**SUBVENTION CONTRACT**

# FINANCIAL REQUIREMENTS

## ARTICLE 5 - ADMINISTRATIVE AND PROGRAM EXPENDITURES REQUIREMENTS

### 5.1 Budget Guidelines

5.1.1 Budget and Allocation Forms

5.1.1.1 Upon execution of this Contract, CSD shall release at least 99% of the anticipated annual allocation as reflected in the allocation spreadsheet. The remaining allocation shall be released when CSD receives funds from HHS.

5.1.1.2 If the LIHEAP annual grant award is yet to be determined and CSD must fund this Contract based on Continuing Resolution appropriations, CSD shall amend the Contract and update the allocation spreadsheet to reflect the Final allocation.

5.1.2 Minor Modifications

If Contractor intends to request a minor modification to this Contract, Contractor shall submit a Request for Amendment/Modification Energy (CSD 509), by completing a CSD 509 with a justification supporting the fund transfer or change request. Contractor may submit the signed request for amendment/modification to CSD via email, fax, or hard copy with signature via Mail.

Minor modifications which Contractor may propose for approval by CSD include the following:

5.1.2.1 Transferring funds to increase or decrease the Utility Assistance total allocation;

5.1.2.2 Transferring funds to increase or decrease the Wood, Propane and Oil (WPO) total allocation (ECIP WPO or HEAP WPO);

5.1.2.3 Transferring funds between target service areas, which shall be conditioned upon Contractor meeting its target service areas expenditure requirements, as stated in Article 5.7, Section 5.7.3; or

5.1.2.4 Changes to the Agency Local Plan.

5.1.3 Fund Transfer Requirements

Subject to CSD approval, Contractor may elect to transfer funds between each of the LIHEAP components, e.g., Weatherization and ECIP EHCS.

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5.1.3.1 Funding transfers that would increase amounts available for Weatherization above the 25% maximum are prohibited.

5.1.3.2 Fund Transfer in Service Territory with Multi-Service Areas

If Contractor transfers funds from Administrative, Intake, Outreach, and other Support costs to Direct Services and/or Utility Assistance for a specific service area, then later transfer funds from the remaining service areas to replenish the Administrative, Intake, Outreach, or other Support costs such transfer of funds should not unduly impair the equitable provision of services or otherwise disadvantage potential recipients of benefits in any Service Area.

Subsequent transfer of funds to replenish the Support line(s) with Direct Service(s) and/or Utility Assistance funds shall be limited to fund transfer from Service Area(s) that benefited from the preceding transfer.

5.1.4 Sufficient Funds for Crisis Services

Contractor must allocate sufficient funds to offer crisis services through at least March 15, 2022 and in accordance with the Agency Local Plan.

5.1.5 Weatherization Waiver

Unless and until HHS grants CSD a weatherization waiver, Contractor may not expend or be reimbursed for costs in excess of the amount reflected in the initial WX Program Column of the allocation spreadsheet. If the weatherization waiver is granted, Contractor may, upon written notification from CSD, expend and will be reimbursed for expenditures up to 100% of the available allocation, as reflected in the WX Program Subtotal Column of the allocation spreadsheet.

## 5.2 Utility Assistance Expenditure Requirements

5.2.1 The Utility Assistance portion of Contractor's grant shall be retained by CSD to enable CSD to make direct utility assistance payments to clients and/or to utility companies. Contractor's Administrative and Assurance 16 budget line item shall be based on Contractor's total allocation, including Utility Assistance.

5.2.1.1 Energy Crisis Intervention Program (ECIP): Electric and Gas (Fast Track)

The total amount allocated to the ECIP Fast Track Program shall be administered by Contractor in accordance with the terms of this Contract, with payments to recipients issued by CSD.

5.2.1.2 Home Energy Assistance Program (HEAP): Electric and Gas Allocation

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The total amount allocated to the HEAP Electric and Gas Program shall be administered by Contractor in accordance with the terms of this Contract, with payments to recipients issued by CSD.

5.2.2 ECIP Payments - Electric and Gas (Fast Track)

Payment for applicant's electric and/or gas energy bills shall be made by CSD directly to the utility company or in the form of a dual-party warrant, payable to the applicant and the utility company. All payments shall be deducted from Contractor's Utility Assistance allocation.

5.2.3 HEAP Payments - Electric and Gas

Payment for applicant's electric and/or gas energy bills shall be made by CSD directly to the utility company or in the form of either a dual-party warrant, payable to the applicant and utility company; or, in the case where the cost of energy is included in applicant's rent, a single-party warrant shall be issued, payable to the applicant. All payments shall be deducted from Contractor's Utility Assistance allocation.

## 5.3 Working Capital Advance and Major Purchase Advances

5.3.1 Working Capital Advance (WCA)

Contractor may, in accordance with applicable law, receive WCA payments of allowable program costs per this Contract, provided Contractor complies with the provisions of this section and guidance issued by CSD as is needed to implement this section. In order to receive a WCA, Contractor's financial management systems shall be compliant with the provisions of this Contract, WCA Requirements, applicable CPNs and CPAs, and the standards for fund control and accountability as established in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

5.3.1.1 WCA Requirements include the following standards:

5.3.1.1.1 The WCA shall be for the minimum amounts necessary, timed in accordance with Contractor's immediate cash requirements, which will enable Contractor to carry out the purposes of this Contract;

5.3.1.1.2 WCA Requirements issued by CSD to Contractor, while conforming to the requirements of this Section 5.3.1, shall take into account the practical requirements and limitations of efficient administration and the effective implementation of this Contract by both Contractor and the CSD;

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5.3.1.1.3 Interest on Advances. Contractor shall deposit all advances in an interest-bearing account. Interest earned, up to $500 per year, may be retained by Contractor for administrative expenses. The account shall be sufficiently segregated to enable the tracking and accounting of WCA funds issued by CSD. Any interest earned on LIHEAP advances shall be accounted for and expended pursuant to 2 CFR § 200.305(b)(9) (45 CFR § 75.305(b)(9)); and

5.3.1.1.4 Non-advance Payments and Offsets. If Contractor elects not to request a WCA, payment for allowable expenses under this Contract shall be made upon approval by CSD of Contractor's monthly Expenditure Activity Report. If Contractor owes CSD any outstanding balances for overpayments under any contract, current or previous, the balance may be offset, based on arrangements made with the Contractor.

5.3.1.2 Contractor shall adhere to the WCA Requirements outlined in CPN-E-19-001, which is available online at: https://agencies.csd.ca.gov/home/Energy/Pages/CPNCPA-Energy.aspx.

5.3.1.3 Major Purchase Advances

In the event Contractor needs significant cash outlay for large purchases, a special advance may be requested at any time during the contract term. To request a Major Purchase Advance, the following requirements apply:

5.3.1.3.1 Request must be completed via the Major Purchase Advance Request (CSD 144);

5.3.1.3.2 Limited to purchase of items in excess of $10,000;

5.3.1.3.3 No advance will be issued until the Request for Pre-approval of Purchase/Lease (CSD 558) has been approved by CSD;

5.3.1.3.4 Procurements must comply with the open and competitive bid process, which must be documented through the Request for Pre-approval of Purchase/Lease (CSD 558);

5.3.1.3.5 Advance repayment for major purchases will be liquidated upon the first expenditure reporting period following the date of the purchase of the item or items identified in the Request for Pre-approval of Purchase/Lease (CSD 558). An Advance Request (CSD 144) must reflect 100% liquidation in the month following the expected date of purchase;

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5.3.1.3.6 Major Purchase Advance requests will not be granted until such time as no less than 50% of the current WCA has been repaid. The combined total amount of the WCA and Major Purchase advance cannot exceed 25% percent of the Contract or the remaining contract balance, whichever is less; and

5.3.1.3.7 Interest on Major Purchase Advances. Contractor should deposit all major purchase advances in an interest-bearing account. Interest earned, up to $500 per year, may be retained by Contractor for administrative expenses. The account shall be sufficiently segregated to enable the tracking and accounting of Major Purchase Advances funds issued by CSD. Any interest earned on LIHEAP advances shall be accounted for and expended pursuant to 2 CFR § 200.305(b)(9) (45 CFR § 75.305(b)(9)).

5.3.2 WCA and Major Purchase Advance Limits

Pursuant to 22 CCR § 100840 (a) the total amount advanced to Contractor at any time, whether in the form of a WCA or Major Purchase Advance, shall not exceed 25% of Contractor's total contract amount, excluding the Utility Assistance allocation amount. If the WCA or Major Purchase Advance request exceeds the remaining balance, then CSD shall only provide Contractor with the amount of the remaining balance. Advance amounts repaid by Contractor may be replaced by additional advances at any time as allowed in this Section 5.3 and corresponding guidance.

## 5.4 Program Income

5.4.1 Contractor shall maintain records of the receipt and disposition of all "program income" defined in 22 CCR § 100855(c) and pursuant to CPN-A-18-01, as income that is generated or earned as a result of LIHEAP activities.

5.4.2 Determining Net Program Income

5.4.2.1 Except as provided below in Section 5.4.2.2, any costs Contractor incurs in generating program income may be deducted from gross program income to determine net program income.

5.4.2.2 Contractor shall not deduct from gross program income any allowable program expenses for which Contractor has been, or will be, reimbursed from the LIHEAP grant award.

5.4.3 Expenditure, Reporting, and Rollover of Program Income

5.4.3.1 Program income must be expended in accordance with the requirements

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for expenditure of regular LIHEAP funds, for allowable program purposes.

5.4.3.2 Contractor may expend program income during the term of this Contract. Contractor shall report all such expenditures, along with remaining unexpended program income, at the close-out of this Contract or at such other time(s) as CSD reasonably requires.

5.4.3.3 Contractor's unexpended program income at the close-out of this Contract shall roll over to subsequent LIHEAP contract(s).

5.4.3.4 If Contractor has generated program income with leveraged funding source(s) in addition to LIHEAP, the LIHEAP portion of rollover program income must be tracked by Contractor and can be used for allowable LIHEAP expenditures.

## 5.5 Wood, Propane and Oil Returned Payments

5.5.1 Contractor shall maintain a tracking-log of returned payments for services provided. Returned payments must not be entered into the Expenditure Activity Reporting System (EARS) or CSD's Combined Outcome Reporting Engine (CORE). Upon receipt of the returned payment Contractor shall make the following attempts to contact client:

5.5.1.1 Make every reasonable attempt to contact client within five business days of receiving the returned payment during the contract term. The following shall constitute a reasonable effort and be maintained in the client file:

5.5.1.1.1 One phone call attempt stating the client has the option to reclaim the returned payment and provide Contractor with the updated vendor information to reissue the returned payment amount; or

5.5.1.1.2 One letter to the client stating the option to reclaim the repayment and provide Contractor with the updated vendor information to reissue the returned payment amount.

5.5.1.2 Hold the returned payment for the client for 10 business days subsequent to all attempts to contact the client.

5.5.1.3 If the client does not contact Contractor within the above time frames the returned payment shall be added to the current WPO allocation tracking log.

5.5.1.4 If Contractor is unable to identify the client of the returned payment the

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payment can be added to the current WPO allocation tracking log.

5.5.2 Contractor may expend returned payments on WPO services during the term of this Contract. Contractor shall report all such expenditures, along with remaining unexpended returned payments, at the close-out of this Contract or at such other time(s) as CSD reasonably requires.

5.5.3 Contractor's unexpended returned payments at the close-out of this Contract shall be returned to CSD.

5.5.4 Returned payments received after the close-out of the contract shall be promptly returned to CSD.

5.5.5 If Contractor is unable to determine whether the returned payment is funded from the current contract, the returned payment shall be promptly returned to CSD.

**5.6 Allowable Costs**

5.6.1 Cost Reporting

5.6.1.1 All costs shall be reported using a "modified accrual" or "accrual" method of accounting.

5.6.1.2 Pursuant to the federal block grant and applicable regulations, Contractor may only claim reimbursements for actual, allowable, and allocable direct and indirect costs.

5.6.1.3 Contractor shall report all expenditures at actual cost and shall maintain records and source documentation in such a manner as to substantiate all costs reported.

5.6.2 Administrative

5.6.2.1 General

5.6.2.1.1 Administrative costs shall not exceed the amounts as set forth in allocation spreadsheet.

5.6.2.1.2 Administrative Costs shall mean actual costs for auxiliary functions such as salaries, wages, workers compensation, and fringe benefits for administrative staff, as well as for facilities, utilities, equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, and like services necessary to sustain the direct effort involved in administering a grant program or an activity providing services to the grant

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program.

5.6.2.2 Contractor shall use Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75) as a guide for determining administrative costs.

5.6.2.3 Administrative Equipment More Than $10,000—Acquisition Costs

5.6.2.3.1 Acquisition costs shall mean the actual costs associated with the purchase of equipment over $10,000 per unit used for administrative purposes.

5.6.2.3.2 CSD pre-approval is required for the purchases or lease-purchase option of equipment with a total value greater than $10,000 utilizing the Request for Pre-approval of Purchase/Lease (CSD 558).

5.6.2.4 Administrative Out-of-State Travel

Administrative out-of-state travel costs shall mean cost incurred for out-of-state meeting, conferences or training that is critical to administering and/or maintaining LIHEAP. Travel expenses are limited to transportation, subsistence and related items incurred by traveling on official business on behalf of Contractor.

5.6.3 Program Costs

5.6.3.1 General

Program costs are all allowable costs other than Administrative Costs. Program costs include those actual costs that are directly attributable to the performance of this Contract and that are reasonable and necessary as determined by CSD for the purpose of delivering services.

5.6.3.2 Assurance 16

Assurance 16 costs shall not exceed the total amount set forth in the allocation spreadsheet.

5.6.3.3 Intake

Intake shall be allocated at 8% of the Weatherization Budget and 8% of the ECIP/HEAP Direct Services/Utility Assistance Budget based on the Interim Allocations and/or subsequently the Final Allocation. Reimbursement shall be limited to actual cost up to 8% of Final

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Allocation. Intake in excess of 8% may be charged as an administrative cost not to exceed allowable administrative cost maximum.

5.6.3.4 Outreach

Outreach shall be allocated at 5% each of the Weatherization, ECIP/HEAP and Direct Service/ Utility Assistance, Assistance budgets based on the Interim Allocations and/or subsequently the Final Allocation. Reimbursement shall be limited to actual cost up to 5% of Final allocation.

5.6.3.5 Training and Technical Assistance

Training and technical assistance shall be allocated up to 5% of the total Weatherization allocation and up to 2% of the total ECIP/HEAP allocation based on the Interim Allocations and/or subsequently the Final Allocation. Training and technical assistance shall not exceed these limits and shall be reimbursed at actual cost. Reimbursement shall be limited to actual cost up to 5% of Weatherization allocation, and 2% of ECIP/HEAP allocation.

5.6.3.5.1 If Contractor determines that an increase in the allowable allocation for training and technical assistance is needed to cover the cost of the software database collection system or related automation training as specified below, then Contractor must submit a request to, and obtain prior approval from, CSD.

5.6.3.5.2 Associated training and technical assistance costs may include costs related to travel, admission, materials, and actual salaries/wages. Subcontractor training costs are limited to travel, admission, and materials.

5.6.3.5.3 Training and technical assistance shall include costs associated with the completion of weatherization-related training as specified in the Training Requirement of Section 9.1 of this Contract. Training may include, but not limited to, internal contractor training, safety training, attendance of weatherization-related training to include the software database collection system or other forms of training to aid in the development and skill of staff in utilizing and supporting internal program automation systems, and/or weatherization-related workshops sponsored by utility companies, Department of Energy (DOE), or CSD training. CSD training may include Local Service Provider's Meeting and Association of California Community and Energy Services Roundtable Meetings, and/or other organizations offering a component of weatherization training, and/or is necessary to carry out the

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direct delivery of services.

5.6.3.5.4 Training for job corps and workforce development trainees shall be limited to required CSD health and safety training sessions, unless otherwise approved by CSD.

5.6.3.5.5 Contractor staff out-of-state travel costs shall mean cost incurred for out-of-state meeting, conferences, or trainings that are critical to carrying out LIHEAP. Travel expenses are limited to transportation, subsistence, and related items incurred by traveling on official business on behalf of the Contractor.

5.6.3.6 Acquisition Costs

5.6.3.6.1 Minor Vehicle and Field Equipment Less Than $10,000 – Acquisition Costs.

Minor Vehicle and Field Equipment costs under $10,000 per unit must follow all federal and state rules and regulations governing LIHEAP pertaining to procurement standards.

5.6.3.6.2 Major Vehicle and Field Equipment costs $10,000 or Greater – Acquisition Costs Must Be Pre-Approved

CSD pre-approval is required for the purchases or lease-purchase option of vehicles and field office equipment with a total value of $10,000 or greater, utilizing the Request for Pre-approval of Purchase/Lease (CSD 558).

5.6.3.7 Other Program Costs:

5.6.3.7.1 Other Program Costs

Other Program Costs shall mean the actual costs associated with field staff wages, program management and support wages, ancillary supplies, disposal fees, and Historic Preservation review costs, lodging and per diem, vehicle and equipment repair, maintenance, and fuel, waste breakage, and solar water heating maintenance.

5.6.3.7.2 Workers' Compensation

Workers' Compensation shall mean those actual costs associated with workers' compensation coverage for program

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staff whose salaries and wages are chargeable under program costs.

5.6.3.8 Liability Insurance

Liability Insurance shall mean those actual costs allocated for insurance bonds, general liability, vehicle insurance, and pollution occurrence insurance (if applicable).

5.6.3.9 General Operating Costs

General Operating Costs may be charged to the program and are for costs that are directly allocable to those activities defined as related facilities, office and computer equipment, office supplies, telephone, travel, and materials and activities to prevent exposure related to COVID-19 as allowable program costs.

5.6.3.10 Automation Costs

5.6.3.10.1 Contractor can expend funds to the Automation Costs (AC) in an amount not to exceed $50,000, to be used to meet contract program startup requirements such as IT automation needs to comply with updated or new Expenditure Activity Reporting System, Weatherization Database and Core ("CSD System") requirements or contractual reporting requirements programmatic in nature, related to CSD System IT expenses, and with ongoing programmatic IT expenses. AC funds are not limited exclusively to CSD System-related IT expenditures but any IT expense related to CSD System costs incurred including necessary training on upgrades to Contractor's system.

5.6.3.10.2 If Contractor expended funds in a prior year for a system and now wants to purchase a new system with AC funds, Contractor must utilize unrestricted funds and bear the full cost of the conversion to such an alternative system. Contractor may be granted a variance from this requirement provided Contractor's AC plan is appropriately revised and CSD gives its written approval of the plan and request for variance.

5.6.3.10.3 Contractor shall report all automation and IT expenditures related to compliance with the reporting requirements under this Contract in the Automation Costs line item. Such expenditures may include, but is not limited to, computer and IT equipment; approved front-end database acquisition and ongoing subscription costs; IT security implementation costs; and IT systems training. All costs reported in this line item must be directly related to program functions. IT costs related

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to administrative functions shall be reported as administrative costs pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards (45 CFR Part 75).

5.6.3.10.4 Contractors with multiple LIHEAP contracts for the same contract year are limited to reimbursement up to $50,000 per contract. Contractor shall allocate costs among contracts when permitted and may not charge the same costs to more than one contract.

5.6.3.10.5 CSD System-related IT costs charged to the AC shall be submitted for reimbursement in accordance with CSD's normal reporting and accounting procedures.

5.6.3.10.6 CSD System-related IT costs that exceed the maximum AC amount of $50,000 may not be reimbursed by CSD.

5.6.3.10.7 Contractors that remain in contract with their front-end vendor are not required to conduct a procurement for ongoing maintenance, updates or process improvements performed by the front-end vendor.

5.6.3.10.8 Upon approval by CSD, Contractor may procure, from Hancock™ or ServTraq©, a new automated reporting system with supplemental functionality beyond basic CSD System reporting requirements. The following provisions apply to Hancock™ and ServTraq© System Users:

5.6.3.10.8.1 If Contractor elects to procure a new automated IT reporting system, it is the Contractor's obligation to ensure that the system procured is fully compliant with CSD System requirements. CSD's responsibility is limited to providing Contractor or its vendor with the applicable system specifications, interface and security protocols;

5.6.3.10.8.2 If Contractor expended funds in a prior year for a system and now wants to purchase a new system with AC funds, Contractor must utilize unrestricted funds, to bear the full cost of the conversion to such an alternative system. Similarly, Contractor may not use future annual AC funding for such conversion. Any alteration to this provision requires prior written approval from CSD and must include the submission of a revised AC plan; and

5.6.3.10.8.3 Systems and services procured by Contractor in order to obtain and implement Hancock™ or ServTraq© system shall be conducted in compliance with Contractor's procurement policy and with all applicable LIHEAP contract requirements and the provisions of federal and state law. Contractor may, at

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Contractor's option, participate in a consortium of local service providers to procure jointly an automated reporting system from Hancock™ or ServTraq©, provided Contractor's procurement policy is not violated in such a manner as to render the process flawed or unfair. Contractor may rely on any local service provider subject to this Amendment to conduct the procurement on Contractor's behalf provided, however, that: 1) Contractor shall not be absolved from fulfilling applicable procurement obligations and requirements; 2) Contractor shall review all pertinent procurement documentation for sufficiency; and 3) make such documentation available to CSD upon request.

5.6.3.11 Weatherization Program Activities

Weatherization Program Activities shall mean those costs associated with the installation of measures to those dwellings weatherized and reported as completed, to include but not limited to, assessment, diagnostic testing, labor, materials, subcontractors, environmental inspections, permits, Home Energy Rating System (HERS Raters), and Environmental Hazard Work weatherization materials.

5.6.3.12 ECIP Emergency Heating and Cooling Services (EHCS)

ECIP EHCS shall mean those costs associated with emergency heating and cooling repair and replacement services and other related costs, including costs associated with labor, materials, subcontractors, permits, HERS Raters, Environmental Hazard Work weatherization materials, and diagnostics all as further defined by the ECIP Policy and Procedures, and the Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy. The ECIP Policy and Procedures is hereby incorporated by reference to this Contract and available on the CSD Local Agencies Portal at https://agencies.csd.ca.gov/home/Energy/Documents1/ECIP%20Policy%20and%20Procedures.pdf#search=ECIP%20Policy.

## 5.7 Service Area Expenditures Requirements

5.7.1 For purposes of this section the following definitions apply:

"Service Area" means the geographical area for which Contractor receives a discrete grant allocation, whether in a contract pertaining to that geographical area alone, or in a contract covering multiple geographical areas, as for example, multiple counties.

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"Service Territory" means the totality of Contractor's Service Area(s), whether: 1) a single county; 2) a portion of a single county; 3) multiple counties; or 4) a single county in combination with a portion of another county. Accordingly, the single Service Area or combined Service Areas for which Contractor provides services constitutes Contractor's Service Territory.

"Target Allocation" means the sum of money from the LIHEAP state grant designated by CSD for expenditure in a designated Service Area.

"Target Service Area" means the service area for which a grant allocation has been designated on the LIHEAP Allocation Spreadsheet attached to this Contract.

Note: If Contractor provides only some LIHEAP services to a Service Area, e.g. weatherization services only or utility assistance services only and another contractor provides other LIHEAP services in the same Service Area, the contractors are co-service providers with respect to the Service Area in question and each is responsible for that portion of the grant allocation applicable to the services it provides. Contractor's Service Territory includes a Service Area in which the grant allocation is split with another contractor.

5.7.2 This section shall apply to Contractor if any of the following pertain:

5.7.2.1 This Contract involves funding for LIHEAP services provided by Contractor in multiple Service Areas;

5.7.2.2 Contractor provides only some of the LIHEAP services in multiple Service Areas under the terms of this Contract; or

5.7.2.3 Some combination of 5.7.2.1 and 5.7.2.2 above.

5.7.3 The Target Allocation(s) specified in this Contract shall be used either: a) to provide services within the geographical boundaries of Target Service Area(s) to which the allocation applies; or b) on behalf of the recipients of benefits who reside within the Target Service Area(s), thereby ensuring that the low-income persons in each Target Service Area receive their appropriate share of the grant award and that direct program funds designated for a particular Target Service Area are not expended for services in another Service Area without good cause.

5.7.3.1 Contractor is required to expend at least 90% of the applicable Target Allocation(s) in each Target Service Area(s).

5.7.3.2 Contractor shall, as requested by CSD, submit a LIHEAP Production Plan estimating the number of households served by the designated allocation for each Target Service Area and the Agency Local Plan explaining how Contractor will conduct targeted outreach activities, identify service needs

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in Target Service Areas and track expenditures.

5.7.3.3 At the time of close-out, Contractor shall submit a report comparing Contractor's production estimates, by Service Area, to actual expenditures, what lessons were learned, and what changes in operations are anticipated in coming years.

5.7.3.4 Contractor may, subject to CSD's written approval, expend a portion of a Target Allocation in another service area in which Contractor provides services pursuant to this Contract, under the following circumstances:

5.7.3.4.1 When there is no acute need or ready opportunity for full expenditure of direct program funds in the Target Service Area; and

5.7.3.4.2 When Contractor can readily expend direct program funds in an alternate service area to avoid under expenditure or a loss of funding.

5.7.4 Notwithstanding the provisions of Section 5.7.3, Contractor is authorized under the terms of this Contract to combine the Administrative, Intake, Outreach, Assurance 16, and other program support costs, including liability insurance, workers' compensation, and general operating portion of grant allocations for multiple Service Areas for purposes of efficiency and effective contract implementation, provided such combining of funds does not unduly impair the equitable provision of services or otherwise disadvantage potential recipients of benefits in any Service Area.

## 5.8 Reimbursement Guidelines

5.8.1 Claims for Reimbursement

Pursuant to the federal block grant and applicable regulations, Contractor may only claim reimbursements for actual, allowable, and allocable direct and indirect costs. Contractor shall report actual costs incurred for actual expenditures up to any applicable maximum amounts set by this Contract.

5.8.2 Assurance 16

5.8.2.1 Assurance 16 costs and its related services include those actual costs that are directly attributable to the performance of this Contract and that are reasonable and necessary as determined by the CSD for the purpose of delivering services. Assurance 16 costs shall include needs assessment, client education, budget counseling, and coordination with utility companies.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



5.8.2.2 Contractor may claim Assurance 16 costs for client education only once when LIHEAP and DOE funds and services are provided concurrently in the same residential dwelling unit.

5.8.3 Wood, Propane, and Oil Assistance

5.8.3.1 HEAP WPO

Contractor may claim reimbursement for HEAP WPO expenditures and activities expenditures as required in accordance with the terms of this Contract.

5.8.3.2 ECIP WPO

Contractor may claim reimbursement for ECIP WPO expenditures as required in accordance with the terms of this Contract.

5.8.4 Weatherization and EHCS Specific

5.8.4.1 Contractor may claim reimbursement for Weatherization-related activities under the terms of this Contract as documented on the CSD Dwelling Assessment Form (CSD 540) or approved Contractor's equivalent for each eligible household not previously weatherized.

5.8.4.2 Contractor shall ensure that duplicate billings for the same product or service do not occur.

5.8.4.3 All service completed dwellings unit shall be submitted for payment within 90 calendar days of completion or by the due date of the last reporting period of this Contract, whichever is less. A service completed unit shall not be carried over into another contract period, except when there are insufficient funds to cover a portion or the entire cost of rendered services. In the event a completed unit is billed in the subsequent contract, the Contractor must also ensure that the applicant meets the income eligibility requirements.

5.8.4.4 Contractor may claim reimbursement for labor and material expenses associated with Environmental Hazard Work activities intended to assure the health, safety, and well-being of workers and dwelling occupants during the performance of in-home Weatherization and EHCS services under this Contract. Environmental Hazard Work activities include activities to prevent exposure related to the disturbance of asbestos, lead paint and the COVID-19 virus. Materials shall include items that are disposable or have temporary use, such as Tyvek suits, hand sanitizer, cleaning supplies, disposable face masks, HEPA vacuum cleaner

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



bags/filters, etc. Labor shall include those activities related to prepping and cleaning within the workspace to prevent contamination.

5.8.4.5 Maximum Reimbursement

5.8.4.5.1 Contractor shall be entitled to reimbursement for actual cost, not to exceed the maximum average of $7,669 per dwelling unit weatherized with respect to the energy conservation measures and activities described in Reimbursement Rates for Weatherization and EHCS Activities located on the CSD Local Agencies Portal at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx. The formula for determining the maximum average reimbursement rate is specified in Article 13, "Definitions".

5.8.4.5.2 For emergency ECIP EHCS provided outside Contractor's normal business hours of operations, Contractor may exceed the maximum cost limits allowed for repair and replacement services. Contractor shall not request reimbursement for more than one heating and/or cooling unit repaired or replaced per household.

5.8.4.6 Measure Reimbursement

5.8.4.6.1 Measure Maximums

5.8.4.6.1.1 For those Weatherization and EHCS measures that have an established maximum rate, the reimbursement amount shall be equal to the actual labor costs of Weatherization or EHCS crew members and the actual cost of the materials, subcontracted services not to exceed the maximum reimbursement allowable.

5.8.4.6.1.2 Weatherization or EHCS measure costs exceeding the maximum reimbursement limit cannot be offset by charging the cost difference to another weatherization measure or another CSD program.

5.8.4.6.1.3 When costs for a measure exceed the maximum reimbursement allowed, Contractor shall obtain prior written approval from CSD to exceed the maximum cost reimbursement and/or quantity limit for weatherization and ECIP HCS measures as described in Reimbursement Rates for

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



Weatherization and ECIP EHCS Activities located in Article 13. Otherwise, at the Contractor's discretion, Contractor may elect to not provide the weatherization measure/service in the event the total cost exceeds the maximum cost reimbursement.

5.8.4.6.2 Assessments and Diagnostics

5.8.4.6.2.1 Contractor may claim reimbursement for dwelling assessment for each eligible household.

5.8.4.6.2.2 Contractor may claim reimbursement for dwelling assessment for each eligible unit not previously weatherized.

5.8.4.6.2.2.1 For dwellings weatherized under this Contract, Contractor may claim reimbursement for a modified dwelling assessment, as defined in Article 13, to perform reweatherization or callback services during the useful life period of the initial dwelling assessment.

5.8.4.6.2.2.2 Once the useful life term has expired for the initial or last performed dwelling assessment, Contractor may claim a full dwelling assessment to perform reweatherization services.

5.8.4.6.2.3 If a dwelling was previously weatherized under a nonfederal program, the dwelling and occupant eligibility must be recertified; therefore, Contractor may claim reimbursement for assessment of dwelling.

5.8.4.6.2.4 In the case of an un-weatherized dwelling where the installation of measures was not feasible, and/or the dwelling was not accessible to install measures, Contractor may claim reimbursement for any related assessments and/or diagnostic checks that were performed.

5.8.4.6.2.5 Contractor may claim reimbursement for dwelling assessment only once when LIHEAP and DOE funds are used concurrently in the same unit.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



5.8.4.6.2.6 HERS Rater and permit fees are acceptable expenses and may be charged only once per dwelling to ECIP EHCS or LIHEAP weatherization or DOE weatherization per weatherized dwelling. HERS Rater fee and permit reimbursement include subcontractor cost, staff time on job site, and fees that will be reimbursed based on the actual cost.

5.8.4.6.3 Labor Reimbursement

5.8.4.6.3.1 Contractor shall bill the number of actual labor hours and actual labor cost incurred by weatherization crew members or other persons associated with the installation, assessment and inspection of weatherization measures, removal of debris and appliances, the procurement of permits and services performed by HERS Raters.

5.8.4.6.3.2 Contractor must be able to substantiate all actual labor hours and labor costs charged.

5.8.4.6.3.3 Actual labor hours and costs for weatherization and EHCS services shall not exceed the cumulative number of hours on the job site and shall be substantiated with client file documentation, job schedules, and payroll time records.

5.8.4.6.3.4 When the installation of a measure is subcontracted and there are billable labor hours for weatherization and/or Contractor's crew members who participate in the installation of that subcontracted measure, Contractor may bill, in addition to the subcontracted expenditure, the actual labor hours and labor costs incurred by Contractor's crew members.

5.8.4.6.3.5 Labor expenses for weatherization service delivery shall exclude labor expenses associated with training, travel to weatherization job sites, staff time not associated with the direct installation and/or performance of weatherization services and activities on the job site, downtime and general operating expenses as provided in subsection 5.8.4.6.5 Other Program Costs.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



5.8.4.6.3.6 Lead Safe Weatherization

Contractor may claim reimbursement for renovator certification, defined as field-related labor costs associated with performing lead renovator certification for ensuring lead paint safety on weatherized dwellings built prior to 1978.

5.8.4.6.4 Heating and Cooling Services (HCS/EHCS)

5.8.4.6.4.1 If, during the course of repairing a defective unit, additional problems are found that would increase the cost of repairs to an amount beyond the established limits for repairs, Contractor may claim reimbursement for incurred costs related to the repair in addition to those costs associated with the replacement of the heating/cooling appliance.

5.8.4.6.4.2 Dwellings in which a single appliance has been both repaired and replaced within the same Weatherization and/or ECIP EHCS component, or under a call-back, Contractor may claim reimbursement for both the repair and the replacement of the appliance. Contractor shall report the single appliance as both a repaired and replaced appliance.

5.8.4.6.4.3 For multi-unit dwellings with a common system (water heater, heating and/or cooling), Contractor shall prorate the cost of each common system among all dwelling units within that building envelope.

5.8.4.6.4.4 Duct repairs and replacements can only be charged to ECIP EHCS when provided in conjunction with emergency heating/cooling services performed under EHCS.

5.8.4.6.5 Other Program Costs

5.8.4.6.5.1 Wages—Field Staff

Contractor may request reimbursement for the actual labor costs including benefits related to weatherization supervisors, assessors, inspectors, and crew members that are allocable to the program

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



but not associated with the direct installation and/or performance of weatherization services/activities on the job site and training, including, but not limited to: job scheduling, job preparation, travel time, disposal of appliances and materials, building and prepping of weatherization materials away from the job site and downtime in accordance with any guidance issued by CSD.

5.8.4.6.5.2 Wages – Program Management and Support

5.8.4.6.5.2.1 Contractor may request reimbursement for the actual labor costs related to program management and support staff directly responsible for the direct management and oversight over the LIHEAP Weatherization and EHCS program activity or providing direct support to ensure the successful delivery of weatherization services.

5.8.4.6.5.2.2 Reported costs may include labor costs associated with performing direct support in coordinating the delivery and tracking of LIHEAP Weatherization and EHCS program activity, including but not limited to: job scheduling, collating and aggregating of weatherization activities and materials, staff time associated with Historic Preservation Review activities, obtaining permits, and coordination of subcontracted services.

5.8.4.6.5.3 Lodging and Per Diem

Contractor may claim reimbursement for lodging and per diem related to the installation of weatherization measures subject to travel and per diem as described in the Travel and Per Diem Section Article 4.6 of this Contract.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



5.8.4.6.5.4 Disposal Fees

Disposal fees are acceptable expenses and may be charged only once to ECIP EHCS, or LIHEAP Weatherization per appliance and building material waste. Disposal fee reimbursement is limited to the actual cost of the fee.

5.8.4.6.5.5 Vehicle and Equipment Repair, Maintenance and Fuel

5.8.4.6.5.5.1 Contractor may claim reimbursement for expenses related to upkeep and maintenance of vehicles and equipment used in the direct delivery of weatherization services and EHCS. Allowable costs shall be limited to expenditures associated with the maintenance of the vehicles and equipment, fuel and oil.

5.8.4.6.5.5.2 Contractor shall maintain records for fuel expenditures, vehicle maintenance and vehicle usage to substantiate allowable travel costs related to and allocable to LIHEAP weatherization.

5.8.4.6.5.6 Historic Preservation Reviews

Historic Preservation Reviews means those expenses that are subcontracted to a third-party to perform the collection and reporting of potential weatherization properties subject to Historic Preservation Review requirements.

5.8.4.6.5.7 Waste Breakage

Waste breakage are those expenses associated with weatherization materials that have been damaged and are part of Contractors' inventory or special-order materials that are allocated to CSD programs. The cost of weatherization materials that are damaged and benefit multiple programs must be prorated accordingly. Costs must be directly associated to net changes in inventory and not

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associated with materials chargeable to another measure line item. Reimbursement for waste breakage is not allowable for subcontractors.

5.8.4.6.5.8 Ancillary Supplies

Ancillary supplies are additional low-cost materials or supplies (such as nuts, bolts, screws, and washers) necessary to install a weatherization measure and not easily identifiable to a specific measure or dwelling. Costs of ancillary supplies that benefit multiple programs must be prorated accordingly. Costs must be directly associated to net changes in inventory and not associated with materials chargeable to another measure line item. Reimbursement for ancillary supplies is not allowable for subcontractors.

5.8.4.6.5.9 Solar Water Heating Maintenance

Solar Water Heating (SWH) Maintenance are scheduled maintenance service, as established by the manufacture, in order to maintain the SWH system in good working condition.

5.8.4.7 Dwelling Status

5.8.4.7.1 Completed Units

5.8.4.7.1.1 Except as otherwise provided in the CSD Technical Reference Manual (TRM), Contractor shall not report a weatherized dwelling as completed nor shall Contractor request reimbursement for a weatherized dwelling until all weatherization measures identified as feasible during the dwelling assessment have been installed, and inspected by a Quality Assurance Inspector, and all inspection fails have been resolved.

5.8.4.7.1.2 Contractor shall not bill for incomplete units or prematurely close a unit with outstanding, unfinished weatherization measures in order to receive reimbursement for work completed. If there are measures found to be non-feasible by crew members after the initial assessment, the reason for

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



the non-feasibility shall be documented in the client file and, the job shall be reported as completed in accordance with subsection 5.8.4.7.1.1.

5.8.4.7.1.3 Contractor shall reimburse CSD for all costs associated with the delivery of weatherization services covered under this Contract to dwellings occupied by household's ineligible for weatherization assistance at the time such services were provided.

5.8.4.7.1.4 ECIP EHCS

Dwelling units receiving services under ECIP EHCS may be reported as completed and billed immediately upon the completion of ECIP EHCS measures regardless of the completion status of weatherization measures installed in the same dwelling.

5.8.4.7.1.5 If Contractor is not able to complete weatherization or ECIP EHCS direct services during the Contract term, Contractor may complete the dwelling in the next contract year. If Contractor completes the dwelling in the next contract year, Contractor must verify the client meets the income eligibility requirements for the following year in order for the measures and dwelling to be eligible for reimbursement.

5.8.4.7.2 Building Permits

5.8.4.7.2.1 Contractor shall obtain all required permits in accordance with the TRM, prior to the commencement of all work performed, unless work is performed as a result of an emergency requiring immediate action where there is an imminent danger and requesting a permit would hinder the Contractor's ability to resolve the emergency. If an emergency is remedied, Contractor shall apply for a permit as soon as reasonably possible.

5.8.4.7.2.2 Penalties or fines imposed on Contractor or subcontractor by the local authority or building department are not allowable costs.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



5.8.4.7.3 Previously Weatherized Dwellings

If the previous weatherization was performed under a nonfederal program or under this Contract, the occupant eligibility must be verified, and Contractor may seek reimbursement for the associated outreach and intake costs.

5.8.4.7.4 Leveraging Funds

Contractor may perform services and install energy conservation measures in a qualified dwelling as provided herein and in accordance with requirements of any other CSD program and compatible non-CSD funded program, if in the best interest of the client, provided:

5.8.4.7.4.1 Reimbursement for Weatherization or EHCS activities is claimed only once when LIHEAP and DOE, or any other funding source, are used concurrently in the same unit;

5.8.4.7.4.2 Contractor may divide materials and labor cost of a single measure among LIHEAP, DOE, or other CSD programs when the single measure in question is installed in a dwelling where Weatherization or EHCS services are provided concurrently under these programs; and

5.8.4.7.4.3 Contractor shall not bill multiple funding sources for the same product or service unless costs are allocated in such a manner that billing is not duplicative and Contractor receives no more than the total cost of the products and services provided.

5.8.5 SWEATS

5.8.5.1 Reimbursement shall be in accordance with CPN-E-20-01 SWEATS Policy.

5.8.5.2 Public Safety Power Shut-Off Preparedness (PSPS) reimbursement shall be in accordance with CPN-E-20-02 PSPS Emergency Preparedness Pilot Policy and CPN-E-20-02M2.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



## ARTICLE 6 - REPORTING POLICIES AND PROCEDURES

### 6.1 Reporting Requirements

6.1.1 General

6.1.1.1 Contractor shall submit required client/job detailed data for Weatherization and ECIP EHCS activities to CSD's Weatherization Database on a monthly basis, for the period in which the service activity occurred and for which reimbursement for the service activity is requested.

Similarly, adjustments shall be submitted for the monthly period in which services occurred.

6.1.1.2 Contractor shall request reimbursement for expenditures associated with all Contract activities (excluding ECIP Fast Track and HEAP Electric and Gas) by reporting in the EARS, in accordance with CPN-E-19-002; Energy Policies and Procedures, which is available online at: https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

6.1.1.2.1 Expenditures for Admin, Assurance 16, Intake, ECIP WPO, HEAP WPO, ECIP EHCS, SWEATS, and EHA-16 program costs shall be reimbursed through the LIHEAP Monthly EHA 16 Expenditure Activity Report via EARS.

6.1.1.2.2 Expenditures for Weatherization Program Costs and Activities shall be reimbursed through the LIHEAP Monthly Weatherization Expenditure Activity Report via EARS.

6.1.1.2.3 Contractor shall submit adjustments in accordance with CPN-E-19-002.

6.1.1.2.4 Payment to Contractor for any given month shall be contingent upon receipt and approval by CSD of the preceding monthly submission.

6.1.1.3 Contractor shall ensure that the data reported in the Weatherization Database and the request for reimbursement reported in EARS, reconcile in accordance with CPA-E-18-005.

6.1.1.4 Contractor shall submit client details electronically to CORE for ECIP Fast Track, HEAP Electric and Gas, ECIP WPO, and HEAP WPO.

Contractor shall submit to CORE, applications that have received a pledge

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



for ECIP Fast Track or HEAP Electric and Gas to CORE, within the timeframe specified in the Direct Pay Utility Pledge Timeframe document located on the contract page of the CSD Local Agencies Portal.

6.1.1.5 Contractor shall submit requested client files, records, and documents to the File Transfer Protocol (FTP) Server as requested by CSD. CSD shall use Contractor submitted documents to perform an in-house desk review to verify compliance with financial, administrative, and programmatic requirements.

6.1.1.6 Reporting System Requirements

6.1.1.6.1 CSD will provide Contractor with specifications of minor IT reporting changes or other minor changes, and upon receipt of the specifications, Contractor shall implement system changes in their local system within 30 calendar days. Minor changes are those that are routine in nature to begin performance under the Contract such as but not limited to adjustments to the Expenditure Activity Report layout, adding or deleting measures and adjusting eligibility guidelines.

6.1.1.6.2 Major reporting changes, upon receipt of the specifications, shall be implemented in Contractor's local system as negotiated by CSD. Major IT system changes are those changes made to the business rule validations as listed in the most current Weatherization DTR and/or new field lines as outlined in the Data Transfer Reference Document (Schema-Breakdown). The most current Weatherization DTR and Data Transfer Reference Document (Schema-Breakdown) are located on the CSD Local Agencies Portal on the System Specification website page.

6.1.2 Solar Warranty and Maintenance Reporting

Contractors participating in the Solar Water Heating (SWH) Project shall report to CSD whenever warranty work and/or maintenance are required on any Solar Water Heating Systems installed under the SWH Program and CSD's Low-Income Weatherization Program (LIWP). The SWH Warranty and Maintenance Report shall include a written description of the following:

6.1.2.1 Dwelling address at which warranty and/or maintenance work was provided;

6.1.2.2 Reason for warranty and/or maintenance work (what was the problem);

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



6.1.2.3 The date (or dates) on which warranty and/or maintenance work was provided; and

6.1.2.4 List of the costs charged to the LIHEAP contract for the warranty and/or maintenance work.

The SWH Warranty and Maintenance Report shall be submitted no later than 30 calendar days after the month in which reimbursement for the warranty and/or maintenance work is requested.

The SWH Warranty and Maintenance Report shall be submitted, via email, to wx@csd.ca.gov with the words "SWH Warranty and Maintenance Reports" in the Subject line.

Contractor shall retain all warranty and maintenance reports for the life of the warranty.

6.1.3 CSD Review and Approval of Reports

6.1.3.1 CSD shall review and approve Contractor's monthly reimbursement/activity reports before offsets to advances or reimbursement payments are issued. CSD will conduct an ongoing evaluation of Contractor's performance related to program and fiscal operations and its demonstrated ability to effectively utilize all funds available under this Contract.

6.1.3.2 The issuance of other CSD contracts, including reimbursement payments to the Contractor, shall be contingent upon timely receipt of the required reports and/or compliance with the material requirements of this Contract.

6.1.4 Close-out Report

6.1.4.1 Contractor shall submit on appropriate CSD forms, a close-out report, verifying all actual, allowable, and allocable costs earned during the term of this Contract and return all excess reimbursement and unexpended funds to CSD within 30 calendar days of the expiration of this Contract. If Contractor fully expends funds prior to the end of the contract term, all appropriate CSD close-out forms shall be submitted within 30 calendar days of final expenditure.

6.1.4.1.1 Administrative costs, outreach, intake, Assurance 16, Training and Technical Assistance shall not exceed the maximum allowable amounts.

6.1.4.1.2 Administrative and Assurance 16 costs shall remain

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



proportionate to the cumulative allowable program expenditures for Direct Services and Utility Assistance. Any Administrative and Assurance 16 costs that exceed these limits shall be disallowed.

6.1.4.1.3 Subsequent payments, including advance payments, for LIHEAP or other CSD contracts may be withheld, absent timely receipt of the close-out report of this Contract.

6.1.4.2 The issuance of other CSD contracts, and reimbursement and advance payments for existing contracts, may be withheld, absent receipt of the close-out report which is due no later than 30 calendar days after Contractor fully expends or the end of the Contract term.

6.1.4.3 The close-out report shall include the following:

6.1.4.3.1 Close-out checklist with authorized signature (CSD 733);

6.1.4.3.2 Interest and Program Income Earned Reconciliation Report (CSD 733F);

6.1.4.3.3 Report comparing production estimates, by Service Area, to actual expenditures, what lessons were learned, and what changes in operations and service delivery are anticipated in coming years; and

6.1.4.3.4 Equipment Inventory Schedule (CSD 733G).

6.1.4.4 Interest and Program Income-Earned

Contractor shall use a CSD 733F, LIHEAP Interest and Program Income Earned Close-out Reconciliation, to report actual costs and/or interest income earned and expended. Pursuant to22 CCR § 100855 and in accordance with CPN-A-18-01 Program Income, program income earned and expended are subject to the expenditure and reimbursement guidelines for the program year in which expenditures occurred.

6.1.4.5 Any weatherization materials purchased with the funds under this Contract and remaining at the Contract expiration shall be credited against Contractor's weatherization materials expenditures under this Contract and charged to whatever other weatherization program Contractor may have in effect. If Contractor has no other weatherization program in effect, CSD shall determine how the materials will be disposed and what, if any, financial adjustments are required.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



# SUBVENTION CONTRACT

# PROGRAMMATIC REQUIREMENTS

## ARTICLE 7 - PROGRAM POLICIES AND PROCEDURES

### 7.1 LIHEAP Agency Local Plan

7.1.1 Contractor shall submit an annual LIHEAP Agency Local Plan to CSD by a date as determined by CSD. The LIHEAP Agency Local Plan is intended to systematize the gathering of planning information to assist CSD with its obligations under federal statute to provide programmatic assurances to the Secretary of the U.S. Department of Health and Human Services under the LIHEAP block grant and to enable the Contractor to plan and propose an annual budget that is consistent with the purposes of the Low-Income Home Energy Assistance Program and reflective of the needs of the local low-income population.

7.1.2 CSD will review the annual LIHEAP Agency Local Plan to ensure compliance with federal and state laws and departmental requirements.

If the LIHEAP Agency Local Plan documents do not indicate that the Contractor's proposed services and activities are in compliance with federal and State law governing the LIHEAP block grant, CSD may require Contractor to amend or supplement the responses or documentation, prior to execution of this Contract by CSD.

7.1.3 CSD's approval of the LIHEAP Agency Local Plan documents submitted by Contractor shall not be construed as approval of any costs expended under this Contract. The approval of all expenditures remains subject to the federal and state requirements that the actual costs be allowable and allocable in accordance with applicable statutes, regulations, and the provisions of this Contract.

### 7.2 Program Standards and Regulatory Requirements

7.2.1 Program Standards

7.2.1.1 Contractor shall adhere to all CSD program standards pursuant to the following documents which have been incorporated by reference and made part of this Contract as if attached hereto:

7.2.1.1.1 CSD TRM;

7.2.1.1.2 ECIP Policy and Procedures;

7.2.1.1.3 Official State and Federal Program Notices and Guidance Documents;

7.2.1.1.4 Current Eligibility and Verification Guide;

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



7.2.1.1.5 Weatherization DTR; and

7.2.1.1.6 Utility Assistance Data Transfer Business Rules.

7.2.1.2 Upon signing the CSD contract, Contractor is acknowledging receipt of all current technical manuals, policies, and protocols.

7.2.1.3 In the event of inconsistencies between policies and field protocols contained within the TRM and/or the Weatherization Policies and Procedures and this Contract, Contractor shall abide by the terms of this Contract.

7.2.2 Regulations

7.2.2.1 Standards contained in the most current Uniform Building Code and local city and county codes shall take precedence over the CSD TRM if the code requirement is not included in the manual and/or is more stringent.

7.2.2.2 All work performed by Contractor shall be in compliance with the most current and applicable provisions of the California Energy Commission Building Energy Efficiency Standards, Alterations under Title 24, Part 6, of the California Code of Regulations, California Home Energy Rating System (HERS) Program regulations.

7.2.2.3 Services provided to all covered pre-1978 dwellings shall be in compliance with the most current Environmental Protection Agency rules in 40 CFR 745 et seq., Lead-Based Paint Poisoning Prevention in Certain Residential Structures, and the Housing and Urban Development rules in 24 CFR 35 et seq., and Lead-Based Paint Poisoning Prevention in Certain Residential Structures.

7.2.2.4 All materials utilized for weatherization and ECIP EHCS purposes shall be in conformance with the Department of Housing and Human Services rules in 45 CFR Part 75, Uniform Administrative Requirements for Cost Principles, and Audit Requirements for HHS Awards.

7.2.2.5 All materials used must be in compliance with Department of Energy rules in 10 CFR Part 440.

7.2.3 Title 24

7.2.3.1 Contractor shall, when required by its local jurisdiction, obtain a building permit when additions or alterations of existing residential buildings are performed or when a component, system, or equipment of an existing building breaks, cannot be repaired and must be replaced.

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7.2.3.2 The Title 24 energy conservation measure requirements to be applied are those applicable to the California Energy Commission (CEC) Climate Zone where the dwelling is located. For a listing of the CEC climate zones, refer to the CSD Local Agencies Portal website at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

7.2.3.3 Contractor shall obtain the services of a qualified HERS Rater when required to perform required field verification and diagnostic testing on applicable weatherization measures and building alterations performed under this Contract.

7.2.3.4 The HERS Rater shall be an independent entity from the builder or subcontractor performing the building alteration and/or energy-efficiency improvement being tested and verified and shall have no financial interest in the work performed.

7.2.4 Pre-1978 Dwellings

7.2.4.1 Lead-based paint is presumed to be present in all pre-1978 units unless the dwelling unit has previously been certified by a California Certified Inspector/Risk Assessor to be lead-free.

7.2.4.2 HUD units not previously certified to be lead free, built prior to 1978, and receiving weatherization services in which painted surfaces exceeding de minimis levels are disturbed, require the successful achievement of lead-safe standards after the completion of weatherization services. Contractor shall assure that a third-party California Certified Inspector/Risk Assessor performs the clearance inspection after the completion of weatherization services and that the Assessor deems the weatherized HUD unit as lead-safe.

7.2.4.3 Contractor shall document notification to tenants of multi-unit housing of weatherization and/or renovation activities in common areas using the Notice of Weatherization/Renovation (CSD 320) or approved Contractor's equivalent and Record of Tenant Notification Procedures (CSD 322) or approved Contractor's equivalent.

## 7.3 Prioritization of Services

7.3.1 Contractor assures that ECIP, HEAP, and Weatherization activities are conducted in accordance with the Agency Local Plan in Article 14.

7.3.2 Activities shall be designed to provide assistance to low-income households in meeting their home energy costs, particularly those with the lowest incomes that pay a high proportion of household income for home energy, and that such methods to be

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utilized, and shall assure that eligible households, particularly those households with elderly individuals, disabled individuals, or children five years and under are made aware of the assistance available under this Contract.

## 7.4 Service Priority Guidelines

7.4.1 Contractor shall give first priority for services to those households with the lowest income and highest energy burden. In addition, Contractor shall factor into its first priority for services those households with the following vulnerable populations: young children (ages five years or under), disabled, and elderly persons (ages 60 years or older), in accordance with the Agency Local Plan.

7.4.2 Contractor may give first priority for services to those households whose members have life-threatening emergencies.

For the ECIP Fast Track, HEAP Electric and Gas, ECIP WPO and HEAP WPO program components, Contractor shall assign prioritization points consistent with the Agency Local Plan in Article 14.

7.4.3 Due to limited funding, contractors are discouraged from providing either:

7.4.3.1 Energy assistance benefits to households with substantial credit(s) on its utility bills; and/or

7.4.3.2 Weatherization services to dwellings previously weatherized under LIHEAP within the past four years. Contractors shall prioritize services to previously weatherized dwellings in accordance with the Agency Local Plan in Article 14.

7.4.4 Equitable Treatment

Contractor shall ensure that owners and renters receive equitable treatment under this program.

## 7.5 Outreach and Intake Activity Guidelines

7.5.1 Outreach

Contractor shall perform appropriate outreach activities to ensure that households in the service area(s) are informed about all LIHEAP services and have an opportunity to apply for such services.

7.5.2 Intake

Contractor shall use intake program funds for determining eligibility of applicants

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



seeking LIHEAP services. Services include the process of completing an intake application and reviewing applicant documentation. Contractor shall:

7.5.2.1 Establish reasonable hours whereby applicants will have access during regular business hours to seek program information with an assurance that the Contractor shall respond to the applicant's request within a reasonable amount of time;

7.5.2.2 Ensure applicants have access to applications, whether in hardcopy, electronic format, during regular business hours. Contractors whose offices are not staffed Monday through Friday must arrange for alternative points of access to LIHEAP applications. Contractor may satisfy this requirement by posting their application for download on their website or post a link directing applicants to an application posted at CSD's website at www.csd.ca.gov or at alternate location(s) or by mailing applications;

7.5.2.3 Accept applications for assistance during regular business hours;

7.5.2.4 Accept applications for ECIP Fast Track and WPO at sites that are geographically accessible to all households in the area served by Contractor;

7.5.2.5 Provide low-income individuals who are physically infirm with the means to submit applications for HEAP and ECIP without leaving their residences;

7.5.2.6 All sites where intake is conducted must be accessible to the disabled;

7.5.2.7 Contractor shall utilize the Energy Intake Form (CSD 43), or approved Contractor's equivalent, as a multipurpose form for referrals to the LIHEAP Weatherization program, the ECIP EHCS program, HEAP program, and DOE program; and

7.5.2.8 If Contractor opts to "pre-screen" applicants for benefits by discussing eligibility criteria and by counseling potential clients in advance of their completing and submitting an Energy Intake Form (CSD 43) or approved Contractor's equivalent, Contractor must apply income guidelines and Contractor's Priority Plan when prescreening applicants. If the applicant appears to be ineligible, Contractor must so inform the applicant but must nevertheless notify prescreened applicants of the right to apply for benefits upon changes in the prescreened applicant's circumstances and status. Energy Intake Form (CSD 43) or approved Contractor's equivalent must be provided to a potential client upon request, whether or not a prescreening process is employed.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



7.5.3 Applicant Written Notification of Benefits

Within 15 business days of receiving an application Contractor shall provide the applicant written or electronic notification of the application status, indicating whether the application has been approved, denied, deemed incomplete, or is still pending review.

7.5.3.1 If approved, the notice shall indicate the nature and an approximate timeframe in which the utility assistance payment will be provided and when weatherization services may be scheduled or if a referral was made to for weatherization services. The name of the utility company and the amount of the benefits also shall be included in the notification for Utility Assistance.

7.5.3.2 If denied, the notice shall indicate the reason for the denial and information regarding the appeal process.

7.5.3.3 If incomplete, the notice shall indicate what additional information or documentation is required.

7.5.3.4 If pending review, the notice shall provide a revised estimate of when the status of the application will be determined. Contractor must follow-up with a notification when a determination has been made.

7.5.3.5 If added to the waitlist for weatherization and the application is not processed, the notice shall provide the amount of time the application will be kept on file, disclaimer that the applicant is not guaranteed services and how applications are prioritized for services.

## 7.6 Assurance 16 Activity Guidelines

Assurance 16 program funds shall be used for services that encourage and enable households to reduce their home energy needs and thereby the need for energy assistance such as needs assessment, client education and budget counseling, and coordination with utility companies. These funds may not be used to identify, develop, and/or demonstrate leveraging programs.

7.6.1 Needs Assessment

Contractor must conduct a needs assessment for each client who submits an application that shall include computing the energy burden of each applicant's household and prioritizing households in accordance with Agency Local Plan in Article 14.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



7.6.2 Client Education/Budget Counseling – General Requirements

Contractor shall provide all recipients of energy assistance under this Contract with applicable energy conservation information and budget counseling in accordance with the Contractor's approved Agency Local Plan in Article 14. As a minimum Contractor shall include the following:

7.6.2.1 Information regarding the importance of applying for energy assistance prior to falling behind in utility payments and information concerning various utility company budget payment plan(s) and other forms of energy assistance offered within the State;

7.6.2.2 Written information that describes energy-saving behavioral adjustments that will decrease the energy consumption of the household; and

7.6.2.3 Resource information, referral, family, and budget counseling in order to assist clients in achieving self-sufficiency.

7.6.3 Client Education/Budget Counseling – Weatherization and ECIP EHCS Specific

7.6.3.1 In addition to the above provisions, Contractor shall place in the client's file the Client Education Confirmation of Receipt (CSD 321) or approved Contractor's equivalent that substantiates that the client was provided with energy conservation, budget counseling, and mold, radon and lead-based paint education.

7.6.3.2 Contractor shall provide the EPA pamphlet, "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools."

7.6.3.3 Contractor shall provide to all clients the EPA pamphlet, "A Brief Guide to Mold, Moisture, and Your Home."

7.6.3.4 Contractor shall provide the client with a description of the benefits that the client can expect to receive as a result of the weatherization measures installed and diagnostic tests performed in the dwelling.

7.6.3.5 Contractor shall provide the client with an explanation of the effect of each measure in terms of preventing air infiltration or the escape of heated or cooled air from the dwelling and how to maximize the effect of such measures.

7.6.3.6 Contractor shall provide all clients with the EPA pamphlet, "A Citizen's Guide to Radon: The Guide to Protecting Yourself and Your Family from Radon."

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



7.6.4 Coordination

7.6.4.1 Contractor shall refer all potentially eligible applicants, including HEAP applicants, to the LIHEAP Weatherization Program, ECIP EHCS, California Alternative Rates for Energy Program (CARE), Reduced Rate Program (RRP), Arrearage Management Payment (AMP) Plan, DOE, or other energy or conservation programs. Contractor shall coordinate its activities with other federal, state, or local energy conservation programs with the goal of conserving energy, improving thermal efficiency, or defraying energy costs of low-income households.

7.6.4.2 Contractor shall provide assistance in coordinating the payment of client's energy/utility bill with the appropriate energy vendor or utility company. Contractor may also perform other coordinative activities with energy vendors/utility companies to provide input relative to the energy assistance needs of California's low-income households and a proactive educational concept in serving clients. This includes attending the California Public Utilities Commission's Low-Income Oversight Board Committee meetings.

## 7.7 Leveraging Activities

7.7.1 When ECIP EHCS services are provided Contractor shall refer, schedule or recommend a subsequent weatherization assessment, in accordance with the CSD TRM.

7.7.2 Leveraging weatherization funds may be used to install feasible measures in accordance with the CSD TRM. Client files shall be documented accordingly.

7.7.3 If Contractor is leveraging with non-CSD funded programs to meet CSD program requirements, then Contractor shall ensure that any non-CSD leveraged-funded activity performed in conjunction with the Weatherization and/or the ECIP EHCS program, is in conformance with weatherization guidelines. If permitted by the leveraged-funding source, Contractor shall document within the Weatherization and/or ECIP client file the activity performed, date of the activity performed, and the source of the leveraged funds. If the leveraged-funding source prohibits the disclosure of such information, Contractor shall as a minimum make reference to the leveraged activity within the weatherization and/or ECIP client file.

7.7.4 If Contractor is leveraging with DOE, all DOE requirements shall apply.

7.7.5 CSD may use information about leveraged activities paid for with funds from leveraged-funding source for the purpose of verifying the delivery of services. CSD may review and verify or use a third-party inspector to review and verify that the leveraged-funded activities conform to applicable LIHEAP standards and practices.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



## 7.8 Record-Keeping Responsibilities

7.8.1 Contractor shall maintain client intake/needs assessment form(s) for Weatherization, HEAP, and ECIP, together with appropriate supporting documentation and shall maintain separate client files containing supporting documents related to disqualifications, denials, and appeals for each applicant who is not certified as being eligible to receive assistance.

7.8.2 Contractor shall ensure that the ECIP Home Energy Supplier Assurance (CSD 416) or approved Contractor's equivalent is completed by each nonregulated utility company, e.g., propane suppliers, wood suppliers, etc., providing services to clients of this Contract.

7.8.3 Contractor shall make a reasonable effort to collect the completed Client/Customer Consent Form and Authorization to collect energy usage data when the client applying for services is not the person listed as the account holder of the utility bill. Client services shall not be denied if the client or bill account holder refuses to sign the consent form.

7.8.4 All Client Files – General Requirements

Contractor shall maintain a separate file for each applicant by either a hard copy or electronic file, or a combination of both. Contractor must ensure that the method selected to maintain files does not impose unreasonable effort in CSD's ability to review any files. These files shall include, the following documentation, when applicable:

7.8.4.1 For Public Agencies only: Statement of Citizenship, Alienage and Immigration Status for Public Benefits, (CSD 600), and supporting documents;

7.8.4.2 Energy Intake Form (CSD 43) or approved Contractor's equivalent. Priority points must be written in the designated space on the Intake form;

7.8.4.3 Multi-Family Property Intake Form (CSD 43 MFP) or approved Contractor's Equivalent;

7.8.4.4 Utility/energy bill(s) for all sources of energy used by qualified households;

7.8.4.5 Documentation supporting eligibility in accordance with the Eligibility and Verification Guide;

7.8.4.6 Client Education Confirmation of Receipt (CSD 321) or approved Contractor's equivalent that substantiates that the client was provided

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



services in accordance with Assurance 16 requirements;

7.8.4.7 Client denial or approval notification; and

7.8.4.8 Client/Customer Consent Form and Authorization (CSD 081) – Only requested when the client is not the account holder of the utility bill.

7.8.5 Client Files - ECIP Fast Track, ECIP WPO, HEAP, and WPO

Contractor shall maintain the following documents for each applicant receiving cash assistance services, as applicable:

7.8.5.1 Documentation that substantiates the requested ECIP Fast Track supplemental payment including the total amount due (at the time of intake) to the utility company, reconnection fees, and any other assessed utility fees/surcharges; it shall provide the condition(s) that establishes eligibility for benefits in accordance with ECIP Fast Track Benefit Determination Section 8.3 in subsection 8.3.3.3; and

7.8.5.2 Documentation substantiating the portion of rent that is allocated toward energy costs.

7.8.6 Client Files - Weatherization and/or ECIP EHCS Specific

Contractor shall maintain the following documents for each applicant receiving weatherization and/or ECIP EHCS services, if applicable:

7.8.6.1 CSD Dwelling Assessment (CSD 540 series) or approved Contractor's equivalent;

7.8.6.2 Combustion Appliance Safety Inspection (CASIF) (CSD CASIFs 700 or CSD 702 series);

7.8.6.3 Shell Leakage Data Sheet (CSD 704);

7.8.6.4 Duct Test Data Sheet (CSD 706);

7.8.6.5 CSD Weatherization Deferral (CSD 542) and other source documentation supporting deferrals and appeals;

7.8.6.6 Notice of Weatherization/Renovation (CSD 320) or approved Contractor's equivalent;

7.8.6.7 ECIP EHCS Assessment (CSD 57);

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



7.8.6.8 Record of Tenant Notification Procedures (CSD 322) or approved Contractor's equivalent;

7.8.6.9 Energy Service Agreement for Occupants (CSD 515A) or approved Contractor's equivalent;

7.8.6.10 Energy Service Agreement for Rental Property Owners (CSD 515B) or Contractor's equivalent;

7.8.6.11 Contractor Post-Weatherization Inspection Report (CSD 611);

7.8.6.12 Multi-Unit Dwelling Unit Eligibility Certification (CSD 75P) or approved Contractor's equivalent;

7.8.6.13 Client confirmation of work completed;

7.8.6.14 Required building permits or buildings permit applications, or documentation of permit cost; and documentary evidence of final permit;

7.8.6.15 Copy of lead clearance inspection by a California Certified Inspector/Risk Assessor for applicable pre-1978 HUD units;

7.8.6.16 Waivers from CSD to exceed maximum costs of weatherization measures;

7.8.6.17 Documentation that substantiates all actual labor hours including a time and activity log associated with each job;

7.8.6.18 Documentation of weatherization measures installed and leveraged with other CSD and non-CSD weatherization program funds;

7.8.6.19 Documentation that substantiates the criteria and basis for replacement of gas and electric appliances, including results of required diagnostic tests, and the non-feasibility of Mandatory Measures not performed or installed;

7.8.6.20 Documentation indicating the manufacturer, manufacture date, make, and model and metering information for all refrigerator replacements;

7.8.6.21 Documentation referring to CSD or non-CSD weatherization;

7.8.6.22 Documentation of HERS inspection report and a copy of the invoice from the HERS Rater, in addition to the Residential Compliance Form (CF-1R, CF-4R and CR-6R);

7.8.6.23 Documentation providing evidence that the client receiving disaster-related services was a victim of a natural disaster;

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



7.8.6.24 All Historic Preservation Online (HPO) review documentation, including copies of the printed Project Description sheet (PDS) and HPO site e-mails;

7.8.6.25 Photographic documentation as required by the CSD TRM;

7.8.6.26 Building File Report (BFR) and Improvement Analysis Report (IAR) in each client file and retention of electronic audit file;

7.8.6.27 Documentation of attempts to schedule post-weatherization inspection appointments if inspection could not be performed;

7.8.6.28 Lead Safe Weatherization and Lead Renovation, Repair and Painting Compliance Report (CSD 708);

7.8.6.29 Notice of Survey by Electrical Contractor (CSD 543);

7.8.6.30 REM Energy Audit Entry Form (CSD 544);

7.8.6.31 Insulation Certificate (CSD 610); and

7.8.6.32 REM/Design Multi-Family Input Sheet (CSD 808).

7.8.7 Client Files – SWEATS Specific

Contractor shall maintain the required documents for each applicant receiving services under SWEATS in accordance with CPN-E-20-01 SWEATS Policy.

7.8.8 Translation of Forms

Contractor shall use a certified translator deemed qualified by the Contractor when translating CSD forms that require a client/customer signature into a foreign language.

7.8.9 Weatherization and ECIP EHCS Specific

7.8.9.1 Labor and Materials

7.8.9.1.1 Contractor shall maintain documentation in such a manner that include job references and total labor hours so that actual costs and actual labor hours billed to the weatherization and ECIP EHCS programs can be substantiated.

7.8.9.1.2 Contractor shall document all costs expended under this Contract with purchase orders, inventory records, and payroll

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



records identifying the funding source.

7.8.9.1.3 Contractor shall maintain documentation in such a manner to prove that materials used under this program conform to the requirements contained within the CSD TRM and state, county, or local regulations.

7.8.9.2 Training

Contractors who perform weatherization and ECIP EHCS services are required to input, update, and maintain employee data in the CSD Training Database. The Training Database is located and maintained on the CSD Local Agencies Portal and is a repository for Contractor and their subcontractors to track and monitor employees' completed trainings as they progress through the CSD training curriculum. The Training Database shall also document all training received for each employee and shall include for each training session/course the source/location, type/content, and completion date.

7.8.9.2.1 CSD shall maintain all training records in the Training Database for trainings completed through the CSD Online Weatherization Training Center, CSD-approved Training Centers, and field or classroom training provided by CSD or its agents.

7.8.9.2.2 Contractors shall maintain all training records in the Training Database for trainings provided by third parties for OSHA 10, OSHA 30, and EPA Renovator certifications as designated by CSD.

7.8.9.2.3 Contractors shall be responsible for maintaining the required training records in the same manner for their subcontractors.

7.8.9.2.4 Contractors shall update the Training Database employee information on or before the first day of each subsequent month.

7.8.9.3 Equipment

7.8.9.3.1 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.

7.8.9.3.2 Contractor and subcontractors who perform shell leakage

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



testing and duct leakage diagnostic tests shall maintain the Manometer Calibration Log (CSD 786) documenting the calibration of all manometers as required.

7.8.9.3.3 Contractor and subcontractors who keep an inventory of portable appliances for the SWEATS program shall maintain a log documenting the location of all portable appliances on loan and in reserve. The log shall document the retirement or loss of the equipment.

7.8.9.4 Energy Audits

7.8.9.4.1 Contractor shall maintain electronic records generated from the REM/Design audit software for the required period of three years from submission of final report or until resolution of all related audit or monitoring findings, enforcement action, including cost disallowance, legal proceedings or other pending matters, whichever is later in accordance with Section 4.3.

7.8.9.4.2 Contractor shall make all records generated from the REM/Design audit software accessible to CSD, or a third-party inspector acting on CSD's behalf, for the purpose of a third-party inspections or monitoring.

7.8.10 Automation

7.8.10.1 Contractor shall use an automated application system capable of supporting LIHEAP's (Weatherization, ECIP EHCS, ECIP WPO, and HEAP WPO) data collection, reporting requirements, and client data transmission to CSD. No database transfer will be accepted prior to the completion of successful data file transfer testing to CSD. Contractor shall submit the data in accordance with CSD's Weatherization DTR layout found at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx. Contractor shall exercise best practice and perform a daily backup of all client data/application systems that capture LIHEAP service detail. Contractor shall assure that adequate files are maintained as required in Section 7.8.

7.8.10.2 Contractor shall also be responsible for monitoring the CORE online reports and for resolving payment issue(s) related to the delivery of benefits. The Agency Allocations/System Maintenance screen shall display historical and current detail level of program allocation information, summarizing Contractor's annual program allocation, expenditures, and returned benefits eligible for reissuance, if any. The Variance Report shall display the detail level of benefit information

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



whereby the eligible benefit amount differs from the paid benefit amount. For resolution of partial credit returns, Contractor shall be responsible for following up with the client to resolve payment issue(s) and for providing CSD with the necessary information to reissue benefit(s). For full credit returns and warrant redeposits, Contractor shall be responsible for resolving and updating client data in CORE to reissue benefit(s).

7.8.10.3 Utilizing reporting options available within the CORE On-Line System, Contractor shall be responsible for generating HEAP and ECIP (Fast Track) reports to attain data specific to the following: rejected records, intake data, client and payment status, expenditures and current allocation balance, returned benefits, summarized county energy costs and burden, and a year-to-date goal status.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



## ARTICLE 8 - PROGRAM IMPLEMENTATION

### 8.1 HEAP/WPO Activity Guidelines

8.1.1 Applicant Eligibility

8.1.1.1 Assistance shall be available only to households with incomes that do not exceed an amount equal to 60% of the State median income.

8.1.1.2 Income verification must be for one month. For acceptable types of documentation and processing timeframes, refer to the current LIHEAP Eligibility and Verification Guide at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx.

8.1.1.3 Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for WPO to determine the client's energy burden.

8.1.2 Eligible households may receive only one ECIP Fast Track/WPO, or HEAP/WPO payment per program year. However, Contractor can use program income to provide a supplemental ECIP Fast Track/WPO or HEAP/WPO for clients experiencing an extenuating circumstance. In addition to receiving one ECIP (Fast Track/WPO) or HEAP/WPO payment and/or supplemental program income benefit payment, eligible households may receive ECIP EHCS services and/or other weatherization services.

8.1.3 Contractor may establish a maximum benefit for HEAP WPO payments; such maximum shall be consistently applied. ECIP WPO payments cannot exceed $1,000.

8.1.4 Contractor must exercise due care to ensure that duplication of ECIP Fast Track/WPO or HEAP/WPO payments does not occur at any time during the term of this Contract.

8.1.5 Once applicants meet the eligibility and prioritization criteria and funds are available:

8.1.5.1 Contractor shall complete the ECIP/HEAP Payment Request Confirmation (CSD 415) or approved Contractor's equivalent form or approved Contractor's equivalent process that confirms payment was made to the client's account. If the client does not have an account, confirmation of the delivery of the benefit to the client is required;

8.1.5.2 Contractor shall make payments directly to energy vendors on behalf of clients whose energy sources are wood, propane, or oil;

8.1.5.3 CSD will not make payments to clients for WPO assistance; and

8.1.5.4 Before paying energy vendors, Contractor shall verify that charges for the

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



services and goods provided are reasonable and within fair market value.

8.1.6 Contractor shall notify the applicant of the recipient household, in writing, when payments are made directly to an energy vendor for wood, propane, or oil on their behalf.

8.1.7 Contractor shall forward payments for WPO on behalf of applicants to corresponding energy vendor within 60 calendar days from the date obligation was incurred, unless a formal contract, approved by CSD, between Contractor and vendor provides for other terms.

## 8.2 Weatherization Activity Guidelines

8.2.1 Applicant Eligibility

8.2.1.1 Assistance shall be available only to households with incomes that do not exceed an amount equal to 60% of the State median income.

8.2.1.2 Income verification must be for one month. For acceptable types of documentation, refer to the current LIHEAP Eligibility and Verification Guide at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx.

8.2.1.3 Contractor shall certify a household's income eligibility prior to the delivery of energy program services.

8.2.1.4 The income certification shall remain in effect for a period of 120 days from the date applicants are deemed eligible for services.

8.2.1.5 Contractor shall recertify household's income eligibility by obtaining updated income verification documentation if the dwelling assessment has not been completed within 120 days from the income certification date.

8.2.1.6 In the event the Contractor is unable to perform all weatherization services within the 180 days from dwelling assessment date, Contractor shall obtain updated income verification documentation to recertify the household's income eligibility.

8.2.1.7 If a dwelling has been previously weatherized occupant eligibility must be recertified, except when the dwelling is being weatherized under the Disgorgement Assistance Program (DAP). If leveraging with the DAP program in a previously weatherized dwelling, the dwelling and occupant eligibility is in effect for 365 days from the certification date.

8.2.1.8 Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for wood, propane, and

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



oil to determine the client's energy burden.

8.2.2 Dwelling Eligibility

8.2.2.1 Contractor shall perform the assessment of weatherized dwellings within 120 days of the income certification date to receive weatherization assistance services.

8.2.2.2 Contractor shall complete the post-combustion appliance safety test within 60 days from the date of the pre-combustion appliance safety test. In the event the Contractor is unable to perform the work associated with the combustion appliance safety testing and the post-combustion appliance safety test within the 60-day period, Contractor shall perform another pre-test for the dwelling prior to commencing the delivery of any form of weatherization assistance services.

8.2.2.3 Contractor shall complete weatherization services within 180 days from the date of the original assessment of a dwelling.

8.2.2.4 Permission to Provide Services

8.2.2.4.1 Contractor shall obtain written permission of the owner-occupied dwelling from the tenant and the owner (or owner's agent) to perform any weatherization services. Such permission shall be recorded on the Energy Service Agreement for Occupant (CSD 515A) or approved Contractor's equivalent or the Service Agreement for Rental Property Owner (CSD 515B) or approved Contractor's equivalent.

8.2.2.4.2 If during the course of performing weatherization services in a dwelling, Contractor identifies that significant structural and/or engineering changes may occur, Contractor shall re-obtain written permission of the owner-occupant dwelling from the owner of a rental unit prior to continuing with the scheduled work.

8.2.2.5 Rent Increase Restrictions

8.2.2.5.1 For a period of two years after weatherization work has been completed on a dwelling containing a unit occupied by an eligible household, the tenants in that unit (including households paying for their energy through their rent) will not be subjected to rent increases unless those increases are demonstrably related to matters other than the weatherization work performed.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



8.2.2.5.2 Tenants shall be given a written summary of these conditions with the current telephone number of the Contractor with instructions on how to file a complaint should these conditions not be met. Contractor shall investigate all complaints filed and shall forward a copy of all written complaints to CSD or, if a verbal complaint has been made, contact CSD with the details of the complaint-including date complaint was made, date investigations began, and results.

8.2.2.5.3 CSD will evaluate the merits of the complaint and all supporting documentation. If CSD determines a complaint is valid, CSD may pursue collection activities against the landlord in the amount equal to the weatherization work performed on that unit and/or building.

8.2.2.6 Multi-Unit Dwellings

8.2.2.6.1 In accordance with 10 CFR § 440.22(b) (2), Contractor may weatherize the whole building containing rental dwelling units when 66% (50% for duplexes and four-unit buildings) or more of the dwelling units in the building are income eligible:

8.2.2.6.1.1 Are eligible dwelling units, or

8.2.2.6.1.2 The dwelling units will become eligible (occupied by eligible low-income tenants) within 180 days under a federal, state, or local government program for rehabilitating the building or making similar improvement to the building.

8.2.2.6.2 If dwelling units are qualified for services through a federal, state, or local government rehabilitation program, documentation to verify participation in the rehabilitation program is required in the master job file.

8.2.2.6.3 Contractor shall complete a Multi-Unit Dwelling Unit Eligibility Certification (CSD 75P) or approved Contractor's equivalent for each building and shall maintain a copy in each individual client file.

8.2.2.6.4 Contractor shall certify unit eligibility by completing Energy Intake Form (CSD 43) or approved Contractor's equivalent for each dwelling unit in each building. Certification of eligibility by the owner/manager of the occupants of the building is not acceptable.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



8.2.2.6.5 No undue or excessive enhancement shall occur to the value of the dwelling units.

8.2.2.7 Previously Weatherized Dwellings

8.2.2.7.1 Once a dwelling has been submitted to CSD for reimbursement as a completed unit, any subsequent weatherization services provided to the dwelling shall be considered reweatherization, unless the work performed is for a call-back as specified in 8.2.2.8 below.

8.2.2.7.2 A previously applied measure may be reinstalled during its useful life term, as described in the Reimbursement Rates for Weatherization and EHCS Activities, due to premature failure or if the measure was destroyed by the prior-occupying household. Justification for the replacement must be documented in the client file.

8.2.2.7.3 Unoccupied multi-unit dwellings previously weatherized in accordance with this Contract and which receive appliance repair and/or replacement services upon occupation by an eligible tenant, shall be deemed re-weatherized dwellings.

8.2.2.7.4 If a dwelling has been previously weatherized under a CSD or another federal or non-federal program, Contractor may provide previously unapplied mandatory and optional measures within the dollar limits of this Contract.

8.2.2.8 Call-back

Services provided in a previously weatherized dwelling to correct a previously installed measure within the warranty period or as a result of a CSD inspection finding is a call-back and is allowable. Demographics for a callback are not included for reporting purposes.

8.2.2.9 Ineligible Dwellings

8.2.2.9.1 Contractor shall not weatherize a dwelling unit that is designated for acquisition or clearance by a federal, state, or local program within 12 months from the date of completion of the proposed weatherization.

8.2.2.9.2 Contractor shall not weatherize any dwelling under this Contract unless the property owner agrees to all the terms and conditions of the CSD Dwelling Assessment Form (CSD 540)

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



and signs the Energy Service Agreement for Occupant (CSD 515A) or Service Agreement for Rental Property Owner (CSD 515B).

8.2.2.9.3 No institutional or commercial building including, but not limited to, universities, schools, nursing homes, hospital, shelters, or group homes, may be weatherized under this Contract.

8.2.3 Minimum Requirements for Weatherization Services

8.2.3.1 Contractor must install all feasible weatherization measures in accordance with the CSD TRM.

8.2.3.2 Single-family detached and other single-story dwellings that have not been previously weatherized under a CSD program or another program may be weatherized under this Contract only if:

8.2.3.2.1 Ceiling Insulation plus two additional Mandatory Measures are installed, or

8.2.3.2.2 In the event Ceiling Insulation is already installed or otherwise not feasible, at least three Mandatory Measures are installed.

8.2.3.3 Multi-unit dwellings that have not been previously weatherized under a CSD program or other program may qualify for weatherization services only if ceiling insulation plus two additional Mandatory Measures are installed or, in the event ceiling insulation is already installed or otherwise not feasible,-at least three Mandatory Measures are installed.

8.2.3.3.1 Installation of ceiling insulation shall be counted as a ceiling insulation measure for each unit within that building envelope.

8.2.3.3.2 Installation of a common water heater shall qualify as a Mandatory measure for each unit served by the same water heater.

8.2.3.4 If the required minimum number of weatherization measures cannot be installed due to the deferral of measures, then the entire unit shall be deferred in accordance with the CSD TRM.

8.2.3.5 The minimum number of weatherization measures may be leveraged with other weatherization programs. All leveraged measures used to fulfill the minimum number of required weatherization measures shall meet CSD installation standards.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



8.2.3.6 Contractor may complete weatherization services on agriculture housing units or multi-family units if each unit is separately metered and the services will result in a cost savings to the tenant.

8.2.4 Dwelling Assessments

8.2.4.1 Contractor shall assess the dwelling of each eligible applicant to determine if the unit is structurally sound and not in need of extensive repairs.

8.2.4.2 Contractor shall determine whether the dwelling meets the criteria for a Historic Preservation Review pursuant to subsection 8.2.4.7.2.

8.2.4.3 Contractor shall ensure that all dwelling assessments are performed by trained individuals possessing all the required skill and training as specified in Section 9.1, Training Requirements. In addition, Assessors must complete all required online based training courses to include: Environmental Hazard, Lead Safe Weatherization, and Health and Safety.

8.2.4.4 Contractor shall ensure job separation between staff performing dwelling assessments and the crew personnel responsible for performing the actual installation of weatherization measures. Assessors may not install weatherization measures in the same dwelling where the assessor performed the assessment for weatherization services.

8.2.4.5 If Contractor elects to subcontract with entities outside of CSD's network of Local Service Providers for the full installation of weatherization measures, the subcontractor performing the installation of weatherization measures shall not perform the dwelling assessment. Contractor shall ensure job separation by using Contractor's staff or another subcontractor to perform the dwelling assessments.

8.2.4.6 Contractor shall provide written documentation or notification to the owner-occupant and the owner of a rental unit or owner's agent and inform the tenant of any significant structural and engineering changes required to complete the weatherization work before the specified work commences.

8.2.4.7 Dwelling Assessment Performance

8.2.4.7.1 Dwelling assessments shall include the following required activities:

8.2.4.7.1.1 The visual assessment of the eligible dwelling to identify safety and structural hazards conditions present within the dwelling that may limit ability to

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



perform any or all of the required weatherization services in accordance with CSD weatherization guidelines and terms of this Contract. Assessor shall disclose all noted safety and structural hazard conditions to the property owner and tenant, where applicable;

8.2.4.7.1.2 The visual inspection and pre-CAS diagnostic testing of all combustion appliances as to identify the presence of combustion appliance safety conditions within the occupied living space and requiring immediate attention and the offering of prescribed list of health and safety measures needed to remedy noted conditions; and

8.2.4.7.1.3 The visual inspection of dwelling to identify any structural deficiencies and/or barriers inhibiting the ability for required pressurized diagnostics to occur. Assessor shall also inform client of the various types of diagnostic testing to be performed within the dwelling, including the general nature and benefits of each form of required diagnostic testing.

8.2.4.7.2 Historic Preservation Review of Dwellings

8.2.4.7.2.1 To ensure compliance with Section 106 of the National Historic Preservation Act (54 USCS §§ 100101 et seq. & 300101 et seq., former 16 USCS §§ 470 et seq.), CSD will establish appropriate procedures for historic property review standards as outlined by a Programmatic Agreement with the State Historic Preservation Office. The established review standards will be utilized for weatherization activities conducted under the LIHEAP on dwellings that are 45 years or older. For purposes of this Contract, the historic review shall be known as the Historic Preservation Review.

8.2.4.7.2.2 Contractor shall ensure that a Historic Preservation Review is completed on a dwelling that is either: (1) 45 years or older, (2) located within a historic district, or (3) considered to be of exceptional importance under the National Register Criteria for Evaluation pursuant to 36 CFR § 60.4.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



8.2.4.7.2.3 When a dwelling assessment is performed and the dwelling is determined to meet any of the criteria specified in subsection 8.2.4.7.2.2, Contractor shall initiate the Historic Preservation Review process pursuant to DOE WAP ARRA No. 010.

8.2.4.7.3 Combustion Appliance Safety (CAS) Tests

8.2.4.7.3.1 The completion of the entire combustion appliance safety (CAS) test is required on all dwellings with combustion appliances.

8.2.4.7.3.2 If it is determined during the CAS test that the dwelling unit contains a condition that is hazardous to the occupants, proper steps must be taken to alleviate the hazard. In these cases, infiltration reduction measures may not be installed until the hazard has been corrected; however, Contractor may install non-infiltration measures in the interim, until the CAS condition is corrected.

8.2.4.7.4 If the dwelling unit is not eligible because of the need for extensive repair, the unit shall not be serviced, and 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.

8.2.4.7.4.1 Documentation of such ineligibility due to the need for extensive repairs shall be recorded on the CSD Weatherization Deferral (CSD 542).

8.2.4.7.4.2 If the applicant can obtain the necessary repairs to make the dwelling unit eligible for weatherization services, weatherization activities may be accomplished following the repair work.

8.2.4.8 Contractor shall ensure the health and safety of weatherization personnel in carrying out activities funded under this Contract. In the event the weatherization of a dwelling threatens the general health and safety of weatherization field personnel, Contractor shall take measures to ensure the safety of the personnel and thoroughly document the incident(s) utilizing the CSD Weatherization Deferral (CSD 542). The deferral form does not need to be signed by the client where weatherization personnel construe the client or occupants of the dwelling to be threatening and

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hostile. If unable to get a signature, a certified letter shall be sent to the owner, along with the tenant if the residence is a rental.

8.2.5 Diagnostic Testing

8.2.5.1 Contractor shall perform the shell leakage diagnostic testing only for shell sealing purposes on a minimum of 20% of the total SFD (one to four units) including mobile homes**,** and a minimum of 5% of MUD (five or more units) weatherized under this Contract. Shell leakage diagnostic testing shall be proportionate to the number of completed units for each quarterly period.

8.2.5.2 Following a determination that no combustion byproduct hazards exist, Contractor shall perform pressure diagnostic guided infiltration reduction using a pre-weatherization shell leakage test.

8.2.5.3 Duct Blaster diagnostic testing shall be required on all dwellings with forced-air systems.

8.2.5.4 Contractor shall ensure that all dwelling diagnostic tests are performed by trained individuals possessing all the required skill and training as specified in Section 9.1, Training Requirements.

8.2.5.5 If an unvented space heater is being utilized, infiltration reduction measures shall not be applied unless venting is installed, or the unit is replaced.

8.2.6 Health and Safety Measures

8.2.6.1 Prior to the performance of any heating/cooling service, a qualified technician must perform a diagnostic inspection of the primary heating/cooling appliance to assess operational performance.

8.2.6.2 Contractor is authorized to mitigate health and safety hazards in accordance with the CSD TRM.

8.2.6.3 Health and Safety Measures and Mandatory Insulation Measures must be installed in priority order. Other Mandatory Measures must be installed before optional measures, and no measure shall be excluded, unless the:

8.2.6.3.1 Shell leakage and/or pressurized duct diagnostic test indicates that installation of the measure is not necessary;

8.2.6.3.2 Dwelling already has that measure in place;

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



8.2.6.3.3 Measure cannot be properly installed;

8.2.6.3.4 Client refuses installation (client refusal is to be documented and placed in file);

8.2.6.3.5 Maximum dollar limit is reached; or

8.2.6.3.6 Measure is not needed or required.

8.2.6.4 After Health and Safety Measures have been addressed, Insulation Measures, if feasible, must be installed prior to the installation of any other Mandatory and Optional Measures. Non-Mandatory Measures including Infiltration Reduction, General Heat Waste, and Electric Base Load Measures need not be installed in priority order.

8.2.6.5 If a health and safety hazard is found to exist that requires replacing or repairing a combustion appliance, the cost of which will preclude the installation of the required number of Mandatory Measures for a unit to be weatherized, the dwelling may qualify for weatherization under the following conditions:

8.2.6.6 The combustion appliance is repaired or replaced; and

8.2.6.7 All remaining feasible Mandatory Measures are installed up to the maximum dollar limit.

8.2.6.8 If the dollar limit has not been reached in installing feasible Mandatory Measures, Contractor may install optional measures.

8.2.6.9 Health and Safety Measures

8.2.6.9.1 The following guidelines are restricted to occupied SFD and/or MUD units:

8.2.6.9.1.1 A residential heating source that qualifies for repair and replacement services must be a single, pre-existing heating appliance, serving as the dwelling's primary heating source; and

8.2.6.9.1.2 A residential cooling source that qualifies for cooling services must be a single, pre-existing cooling appliance, serving as the dwelling's primary cooling source, limited to mechanical air conditioners, central and window/wall air conditioners, and evaporative coolers.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



8.2.6.9.2 Any and all health and safety heating/cooling appliance services shall be performed in accordance with the following guidelines:

8.2.6.9.2.1 All repair and replacement services are limited to dwellings with pre-existing heating and cooling appliances. An exception to this rule exists, however, for those dwellings without a heating and cooling appliance and there are no means to provide adequate heating and/or cooling during a climatic season that would cause imminent harm to the health and wellbeing of individuals or the household.

8.2.6.9.2.2 For those conditions where a true crisis exists, and the heating and/or cooling needs cannot be remedied by the installation of a permanent repair or new appliance installation, Contractor shall provide such dwellings with temporary portable devices to support the means of providing adequate cooling and/or heating to occupants of the residence to alleviate the crisis situation and to meet basic heating/cooling needs.

8.2.6.9.2.2.1 Occupant shall be advised of the higher energy consumption associated with portable heating/cooling devices.

8.2.6.9.2.2.2 Occupant shall certify that all of the manufacturer's safety instructions will be abided by.

8.2.6.9.2.2.3 Contractor shall make all attempts to purchase Energy Star-rated portable devices if available.

8.2.6.9.2.3 The age of a heating/cooling appliance shall not be used as a basis for replacement.

8.2.6.9.3 Contractor shall repair a defective primary heating appliance when the cost to assess and repair is estimated at less than 50% of the cost of installing a new replacement unit.

8.2.6.9.4 If during the course of repairing the defective unit additional problems are found that would increase the cost of repairs to

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



more than the allowable limit for repair costs, the unit may be replaced.

8.2.6.9.5 When replacement of a defective primary heating/cooling appliance is performed, Contractor shall perform necessary duct repair and/or replacement services in order to conform to Title 24 requirements.

8.2.7 Energy Audit Requirements

8.2.7.1 If all feasible measures classified under Health and Safety, Infiltration Reduction and other Mandatory Measures have been assessed, Contractor may assess additional measures utilizing the Energy Audit Requirements by conducting a REM/Design or Targeted Retrofit Energy Analysis Tool (TREAT) audit in accordance with CSD Single-Family/Small Multi-Family Energy Audit Protocol, CSD Multi-Family Energy Audit Protocol.

8.2.7.2 Energy audits shall be conducted as specified in the CSD Single-Family/Small Multi-Family Energy Audit Protocol (CSD TRM) incorporated by reference to this Contract and available on the CSD Provider website at https://providers.csd.ca.gov/Energy/Weatherization.aspx.

8.2.7.2.1 REM/Design energy audit tool may be applied to single-family dwellings, mobile homes, and multi-unit dwellings containing 24 or fewer dwelling units where each unit is independently heated and/or cooled.

8.2.7.2.2 Targeted Retrofit Energy Analysis Tool (TREAT) may be applied to all multi-unit dwellings except for those multi-unit dwellings that are qualified to use REM/Design.

8.2.8 Occupant Notification

If, in accordance with the provisions of this article, any notice to an occupant is required, notice shall be in writing and a copy of such notice shall be given to the owner of the unit, when the unit is occupied by a non-owner occupant, or when the unit is vacant.

## 8.3 Energy Crisis Intervention Program (ECIP) Services Activity Guidelines

8.3.1 Purpose of ECIP Funds

ECIP funds may only be used to resolve emergencies that fit the federal definition [42 USC § 8622(1)], including:

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



8.3.1.1 A natural disaster (whether or not officially declared),

8.3.1.2 A significant home energy supply shortage or disruption,

8.3.1.3 An official declaration of a significant increase in:

8.3.1.3.1 Home energy costs;

8.3.1.3.2 Home energy disconnections;

8.3.1.3.3 Enrollment in public benefit programs; or

8.3.1.3.4 Unemployment and layoffs.

8.3.1.4 An official emergency declaration by the Secretary of Health and Human Services.

8.3.1.5 In those situations where there is not an official federal, state, or local declaration of emergency, e.g., an undeclared natural disaster or a significant home energy supply shortage or disruption that affects a low-income individual, an emergency will be deemed to exist by CSD where there is imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

8.3.2 Capacity and Responsibility to Provide Emergency Assistance

8.3.2.1 In accordance with federal and state law and ECIP Policy and Procedures, Contractor must be qualified and capable of carrying out an energy crisis intervention program that provides timely and effective emergency assistance, not later than the timeframes stated in 42 USC § 8623(c), that resolves the energy crisis. Contractor must meet minimum program requirements for timing and ensuring accessibility to eligible applicants as further defined at 42 USC § 8623(c).

Once applicants meet the eligibility and prioritization criteria and funds are available, Contractor shall:

8.3.2.1.1 Within 48 hours after a household applies and is determined to be eligible for ECIP, provide assistance in the form of a payment guarantee to the appropriate gas or electric vendor or a WPO payment that will resolve the energy crisis; and

8.3.2.1.2 Within 18 hours after a household applies and is determined to be eligible for ECIP, provide assistance in the form of a

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



payment guarantee to the appropriate gas or electric vendor or a WPO that will resolve the energy crisis if such household is in a life-threatening situation.

8.3.2.2 Contractor agrees to provide all reasonable information requested by CSD during the term of this Contract in order to enable CSD to assess the adequacy of Contractor's current energy crisis intervention program and Contractor's ability to implement the program.

8.3.2.3 Federal and state law permit the allowability of costs to the ECIP only where the costs are used to provide emergency assistance in an energy crisis. In addition to all other provisions in this Contract permitting, restricting, or otherwise relating to ECIP costs, such costs are allowable only upon adequate demonstration by the Contractor that the related activities meet the definition of "emergency" as specified in federal law and this Contract.

8.3.3 ECIP Fast Track and WPO

8.3.3.1 ECIP Fast Track and WPO Services shall be provided in accordance with the Agency Local Plan in Article 14.

8.3.3.2 Applicant Eligibility

8.3.3.2.1 Assistance shall be available only to households with incomes that do not exceed an amount equal to 60% of the State median income.

8.3.3.2.2 Income verification must be for one month and current within six weeks of the application intake date or an annual award letter. For acceptable types of documentation, refer to the LIHEAP Eligibility and Verification Guide. Contractor shall maintain appropriate documents in each applicant's file.

8.3.3.2.3 Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for (WPO) to determine the client's energy burden.

8.3.3.2.4 Conditions for ECIP services must meet the criteria for an emergency as defined in 42 USC §8622 (1), ECIP Policy and Procedures and Article 13, Definitions.

8.3.3.2.5 ECIP Fast Track Utility Assistance

8.3.3.2.5.1 The applicant must receive energy services and be

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



billed directly by one of the following energy providers: a utility company and/or a mobile home park that owns its own power source(s) or a submetering billing service with the statutory authority to shut off utility services.

8.3.3.2.5.2 For purposes of the present Section 8.3.3, an emergency energy-related crisis does not exist if the cost of energy is included in the applicant's rent, and Contractor may not make ECIP Fast Track payment(s).

8.3.3.2.6 In addition to the applicant eligibility criteria listed above, services for ECIP Fast Track and ECIP WPO may not be provided unless at least one of the following criteria pursuant to Government Code §16367.5 (e) pertains and is documented or certified by Contractor:

8.3.3.2.6.1 Proof of utility shutoff notice;

8.3.3.2.6.2 Proof of energy termination;

8.3.3.2.6.3 Insufficient funds to establish a new energy account;

8.3.3.2.6.4 Insufficient funds to pay a delinquent utility bill;

8.3.3.2.6.5 Insufficient funds to pay for essential firewood, oil, or propane; or

8.3.3.2.6.6 CSD further defines WPO crisis as 30 days or less of fuel.

8.3.3.3 ECIP Fast Track Benefit Determination

ECIP Fast Track benefits shall be determined using the base benefit amount and, when applicable, a Contractor-determined supplemental benefit amount. Contractors shall issue ECIP Fast Track benefits in accordance with the following:

8.3.3.3.1 Contractor shall ensure that the total ECIP Fast Track benefit amount (Base benefit amount plus supplemental benefit amount) is limited to and does not exceed the total amount due (at the time of intake) to the utility company for energy charges, reconnection fees, and other assessed utility fees/surcharges in

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



order to alleviate the crisis situation.

8.3.3.3.2 When only issuing the base benefit amount (no supplemental payment), Contractor may exceed the total amount due to the utility company in energy charges, reconnection fees, delinquent utility bill establishing arrearages and/or past due balances, and other assessed utility fees/surcharges to alleviate the crisis situation.

8.3.3.3.3 Contractor shall ensure that the maximum total ECIP Fast Track benefit amount (Base benefit amount plus supplemental benefit amount) does not exceed $3,000. If Contractor uses program income to provide a supplemental ECIP Fast Track payment, the total payment cannot exceed $3,000.

8.3.3.3.4 Contractor shall provide full justification for benefits paid by documenting the client file(s) to include the amount of charges and verification by the utility company.

8.3.3.3.5 Contractor shall review, check for duplicates, and approve applications in accordance with Contractor's approved Agency Local Plan in Article 14 and the current LIHEAP Eligibility and Verification Guide.

8.3.3.4 ECIP Fast Track/WPO Payment Guidelines

8.3.3.4.1 Eligible households may receive only one ECIP Fast Track/WPO, or HEAP/WPO payment per program year; however, Contractor can use program income to provide a supplemental ECIP Fast Track/WPO or HEAP/WPO for clients experiencing an extenuating circumstance. In addition to receiving one ECIP (Fast Track/WPO) or HEAP/WPO payment, eligible households may receive ECIP EHCS services and/or other weatherization services, if needed.

8.3.3.4.2 Contractor shall ensure that the maximum total ECIP WPO benefit does not exceed $1,000. If Contractor uses program income to provide a supplemental ECIP WPO payment, the total payment cannot exceed $1,000.

8.3.3.4.3 Contractor shall exercise due care to ensure that duplication of ECIP Fast Track/WPO or HEAP/WPO payments does not occur at any time during the term of this Agreement.

8.3.3.4.4 When a HEAP payment or ECIP Fast Track payment has been made directly to an energy vendor, notification of payment(s)

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



shall be shown as a credit on the utility bill(s).

8.3.3.5 ECIP WPO Payment Guidelines Specific

8.3.3.5.1 Contractor shall complete the ECIP/HEAP Payment Request Confirmation (CSD 415) or approved Contractor's equivalent form or approved Contractor's equivalent process that confirms payment was made to the client's account. If the client does not have an account, confirmation of the delivery of the benefit to the client is required.

8.3.3.5.2 Contractor shall make payments directly to energy vendors on behalf of clients whose energy sources are wood, propane, or oil.

8.3.3.5.3 CSD will not make payments to clients for WPO assistance.

8.3.3.5.4 Before paying energy vendors, Contractor shall verify that charges for the services and goods provided are reasonable and within fair market value.

8.3.3.5.5 Contractor shall notify the applicant of the recipient household, in writing, when payments are made directly to an energy vendor for wood, propane, or oil on their behalf.

8.3.3.5.6 Contractor shall forward payments for WPO on behalf of applicants to corresponding energy vendor within 60 calendar days from the date obligation was incurred, unless a formal contract, approved by CSD, between Contractor and vendor provides for other terms.

8.3.4 ECIP Emergency Heating and Cooling Services (EHCS)

8.3.4.1 Applicant Eligibility

Eligibility of the applicant shall meet all requirements for eligibility as described in the Weatherization Activity Guidelines specified in Section 8.2.

8.3.4.2 Dwelling Eligibility

Eligibility of the dwelling shall meet all requirements for eligibility as described in the Weatherization Activity Guidelines specified in Section 8.2.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



8.3.4.3 Dwelling Assessments

8.3.4.3.1 Assessment of the dwelling shall meet all requirements as described in the Weatherization Activity Guidelines specified in Section 8.2.

8.3.4.3.2 Work crews of Contractor who are only performing heating and cooling services shall not be required to perform the entire CAS test and may limit the testing to only the heating and cooling appliances to be repaired or replaced.

8.3.4.4 Allowable Services

ECIP EHCS may be used for the repair, replacement, and new installation of heating/cooling and water heating appliances identified in the ECIP Policy and Procedures and must meet the following criteria:

8.3.4.4.1 The applicant is income eligible and submits the required documentation to complete the eligibility of the dwelling;

8.3.4.4.2 The applicant has insufficient funds to pay the cost of repairing or replacing an eligible heating or cooling appliance or for a new heating or cooling appliance;

8.3.4.4.3 The appliance condition meets one of the appliance repair/replacement criteria as defined in the ECIP Policies and Procedures; and

8.3.4.4.4 The services to mitigate and completely resolve the emergency and satisfy the relevant emergency assistance meet the timeframes as defined in the ECIP Policies and Procedures.

8.3.5 Natural Disasters

8.3.5.1 When a dwelling that has been damaged by a natural disaster such as fire, flood, earthquake, hurricane, etc., a scope of work shall be submitted to CSD for approval prior to beginning work related to a natural disaster.

8.3.5.2 The occupant shall be certified as currently eligible, and a dwelling assessment shall be performed.

8.3.5.3 Contractor may have damages repaired that are within the scope of the weatherization program if the same services will not be paid for or reimbursed by any other source.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



## 8.4 ECIP Fast Track and HEAP Electric and Gas Pledge Guidelines

8.4.1 Contractor shall pledge all applications where the Contractor has determined the applicant has a qualifying emergency as specified in subsection 8.3.3.2.6 of Section 8.3, regardless if the benefit is issued under ECIP Fast Track or HEAP Electric and Gas, provided that the application meets the eligibility and prioritization criteria and Contractor's Utility Assistance funds are available.

8.4.2 After a pledge has been made, Contractor shall submit the application to CORE as specified in subsection 6.1.1 of Section 6.1.

8.4.3 Contractor shall determine the applicant has met the eligibility requirements prior to pledging. If an eligible applicant is subsequently determined to be ineligible, Contractor shall cancel the ineligible applicant's pledge with the Utility Company within five business days upon such determination.

8.4.4 If the applicant's pledge amount changes, Contractor shall adjust the pledge amount with the Utility Company.

## 8.5 SWEATS and PSPS Activity Guidelines

8.5.1 The SWEATS Policy was developed by CSD to facilitate the delivery of allowable LIHEAP emergency service provisions during an emergency such as a natural disaster or energy supply shortage or disruption. These services include: The CPN-E-20-01 SWEATS Policy includes guidelines, reimbursement provisions, and other information to support successful implementation and administration of SWEATS provisions during a qualifying event. Contractor shall ensure SWEATS implementation and administration is in accordance with CPN-E-20-01.

8.5.2 The PSPS Policy was developed to facilitate the delivery of allowable services to low-income households medically vulnerable to the effects of energy related emergencies and residing in designated High Fire Risk Areas. Contractor shall ensure that PSPS implementation and administration is in accordance with CPN-E-20-02 PSPS Emergency Preparedness Pilot Policy and CPN-E-20-02M2.

## 8.6 Quality Assurance

8.6.1 Certification

Contractor, or its designee, shall establish a comprehensive, detailed, and fully documented Quality Control procedure to assess the quality and completeness of Weatherization and ECIP EHCS work performed under this Contract. Such assurance will be documented on the CSD Dwelling Assessment Form (CSD 540) or approved Contractor's equivalent and shall be signed and dated by a certifying Contractor representative.

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8.6.2 Post-Weatherization Inspections

8.6.2.1 Contractor shall perform Post-Weatherization Inspections on 100% of the dwellings weatherized under this Contract. Weatherization jobs where measures installed are limited to lightbulbs, water measures and alarms are exempt from receiving post-inspections.

8.6.2.2 If Contractor is unable to perform a post-inspection, Contractor must demonstrate that a reasonable attempt was made to schedule or perform the post-inspection. Attempts must be fully documented on the CSD Post-Weatherization Inspection (CSD 611) and maintained in the client file. The following shall constitute a reasonable effort:

8.6.2.2.1 One phone call attempt plus one correspondence to client stating an attempt was made to inspect and offering to reschedule; or

8.6.2.2.2 One missed appointment or a client refusal plus one correspondence stating an attempt was made to inspect and offering to reschedule.

8.6.2.3 Post-Weatherization inspections shall be conducted for the purpose of assessing the quality and completeness of performed weatherization services and compliance with CSD TRM. The post-inspection shall:

8.6.2.3.1 Verify that all measures were completely installed in accordance with said terms and conditions of this Contract;

8.6.2.3.2 In addition, installed measures shall be reviewed to determine the absence of any feasible Mandatory Measure not installed and the installation of a measure (non-feasible measure) that may not be in compliance with said standards and the terms and conditions of this Contract;

8.6.2.3.3 Verification that the unit received shell leakage, and duct leakage testing, as applicable;

8.6.2.3.4 Verification that required CAS testing of eligible combustion appliances was performed and inspection of combustion appliances to verify the safe operating condition of combustion appliances within the dwelling residence; and

8.6.2.3.5 Inspection of the unit dwelling to ensure that all identified health and safety hazards, whether pre-existing or resulting from the performance of weatherization services, have been

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successfully remedied.

8.6.2.4 Contractor shall ensure that Post-Weatherization Inspections are performed by trained staff successfully completing all required training as specified in Article 9.1, Training Requirements.

8.6.2.5 If Contractor subcontracts Post-Weatherization Inspection services, then Contractor must aggregate weatherization jobs to mitigate the cost associated with performing inspections. The maximum allowable cost of each post-inspection by a subcontractor is as follows:

8.6.2.5.1 Subcontractors awarded a contract through a competitive procurement process shall not exceed the measure maximum per inspection. The inspection rate includes all expenses related to the Post-Weatherization Inspection such as the cost of the inspection, administration and travel costs of subcontractor.

8.6.2.5.2 Subcontractors that are part of CSD's network of LIHEAP contractors, and performing inspections under a contract, Memorandum of Understanding or similar contract, and not competitively procured in accordance with the Contractor's procurement process and procedure, shall bill actual costs for the Post-Weatherization Inspection and related expenses such as inspector wages, overhead, administration and travel costs of subcontractor. The total cost of all related expenses shall not exceed the measure maximum per inspection.

8.6.2.6 Contractor shall ensure job separation between staff performing post-weatherization inspection activities and weatherization crew personnel performing the physical installation and performance of weatherization measure services funded under this Contract.

8.6.2.7 If Contractor elects to subcontract with entities outside of CSD's network of Local Service Providers for the full installation of weatherization measures, the subcontractor performing the installation of weatherization measures shall not perform the post-weatherization inspection activities. Contractor shall ensure job separation by using Contractor's staff or another subcontractor to perform the dwelling assessments.

8.6.2.8 The Quality Assurance Inspector shall certify the performance of Post-Weatherization Inspections of dwelling units by completing and signing Contractor Post-Weatherization Inspection Report (CSD 611). Contractor shall retain a copy of the completed and signed form in the client file.

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8.6.3 Third-Party Inspections

8.6.3.1 CSD may use a third-party inspector to review and verify that the weatherization activities performed under this Contract conform to applicable standards and practices.

8.6.3.2 Contractor or a ride-along (designated representative) shall accompany the inspector on client inspection visits and shall provide transportation and equipment to the inspector. When possible, Contractor shall make corrections during the client inspection visits.

8.6.3.3 Contractor agrees to remedy all Nonhazardous Conditions (nonhazardous work deficiencies) noted by CSD or its designee within 20 business days of written notification.

8.6.3.4 Contractor must remedy all Hazardous Conditions resulting from weatherization measure installation in accordance with the CSD TRM.

8.6.4 Noncompliance

8.6.4.1 Contractor shall be subject to the withholding of any or all reimbursements for failure to completely resolve a Hazardous Condition in accordance with the CSD TRM. The reimbursement sanction will apply to the next fiscal reimbursement request associated with the program of the weatherized unit in question. The reimbursement sanction will remain in effect until Contractor successfully resolves the Hazardous Condition and confirms the resolution with CSD and the designated Inspection Contractor. The sanction will apply to all subsequent fiscal reimbursement requests of the primary funding source in question so long as the Hazardous Condition remains unresolved.

8.6.4.2 If it is determined that the Contractor has failed to resolve an identified Hazardous Condition in accordance with the Hazardous Correction Work Plan, CSD may utilize the services of the designated Inspection Contractor to successfully resolve the delinquent Hazardous Condition. Contractor will assume responsibility for costs associated with the use of Inspection Contractor's services. The costs will include labor, materials, and travel equal to the Inspection Contractor's training and technical assistance hourly rate and the total amount will be withheld from the Contractor's next request for fiscal reimbursement.

8.6.4.3 If it is determined that the Contractor has incorrectly billed CSD because a measure was not installed, or the quantity installed is less than the quantity billed, Contractor shall install the billed measure or quantity, if feasible. In cases when a physical remedy is not possible, repayment of the labor and

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material costs for the non-installed measure or quantity will be withheld from subsequent reimbursements.

8.6.4.4 Contractor will be subject to Special Conditions, in accordance with Section 10.4, if it is determined that one or more of the following conditions exist:

8.6.4.4.1 Contractor has a history of unsatisfactory performance;

8.6.4.4.2 Identification of one or more Hazardous Conditions in dwellings weatherized by Contractor;

8.6.4.4.3 Failure to remedy an identified Hazardous Condition in a timely manner; and

8.6.4.4.4 Substantial number of Nonhazardous Conditions and/or identified trends or patterns of nonconformance to installation criteria.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



## ARTICLE 9 - TRAINING, LICENSING AND CERTIFICATIONS

### 9.1 Training Requirements

9.1.1 All training, as indicated by employee classification in the Training Matrix, shall be provided through a CSD-approved training mechanism utilizing CSD-approved training curricula. In-house training may be provided for EPA or HUD-approved Lead-Safe Weatherization Training or unless otherwise noted. Training coursework must be successfully completed according to the terms of each course. Certificates of completion shall be issued by the CSD-approved training entity upon successful completion of each course, unless where otherwise noted below.

9.1.2 Training Provisions for Staff of Contractor and Subcontractors:

9.1.2.1 Within 30 calendar days of employment, weatherization employees of Contractor and subcontractors shall receive Health and 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 Health & Safety, Environmental Hazards Awareness and Lead-Safe Weatherization Training has been completed.

9.1.2.2 Within 180 calendar days of employment, all weatherization employees of Contractor shall receive Basic Weatherization Training.

9.1.3 Training Provisions Based Upon Job Duties:

9.1.3.1 When job duties include duct leakage and shell leakage diagnostics, weatherization employees of Contractor and subcontractors shall receive Duct Leakage/Shell Leakage Diagnostic Training. No employee of Contractor and subcontractor shall perform diagnostic testing without having completed the required training.

9.1.3.1.1 Subsequent to successful completion of the Duct Leakage/Shell Leakage 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.

9.1.3.1.2 Contractor and subcontract employees failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient skill and knowledge and will be prohibited from performing

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this activity until the completion of required training.

9.1.3.2 When job duties include Combustion Appliance Safety, weatherization employees of Contractor and subcontractors shall receive Combustion Appliance Safety Training. No employee of Contractor and subcontractors shall perform combustion appliance safety checks without having completed the required CSD-approved training.

9.1.3.2.1 Subsequent to successful completion of Combustion Appliance Safety Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee skill and knowledge in performing Combustion Appliance Testing.

9.1.3.2.2 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.

9.1.3.3 When job duties include performing Assessments and/or Field Supervision, weatherization employees of Contractor and subcontractors who perform Assessments and/or Field Supervision shall receive Field Assessment and Field Supervision Training. No employee of Contractor and subcontractors shall perform Assessments or supervision without having completed the required training. Certificates of Completion shall be issued following successful completion of the second phase ("field portion") of the training.

9.1.3.3.1 Subsequent to successful completion of Field Assessment and/or Field Supervision Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee skill and knowledge in performing Assessments and/or Field Supervision.

9.1.3.3.2 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.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



9.1.3.4 Weatherization employees of Contractor and subcontractors who perform Quality Assurance Inspections and/or Field Supervision shall receive Quality Assurance/Inspector Training. No employee of Contractor and subcontractor shall perform inspections without having completed the required training.

9.1.3.4.1 Subsequent to successful completion of Quality Assurance/Inspector Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee skill and knowledge in Quality Assurance Inspections and/or Field Supervision.

9.1.3.4.2 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.

9.1.4 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 contract in exchange for the training. The subcontract should stipulate that the subcontractors will work in the program, for a minimum of 12 months.

9.1.5 For weatherization services performed on HUD units, all work crews of Contractor and subcontractors who perform basic weatherization or specialty services are required to be trained in HUD-approved Lead-Safe Weatherization, although certification is not required. No employee of Contractor and subcontractors shall perform work in a pre-1978 HUD dwelling until the required training has been received. Although a crew supervisor can be certified as a HUD Lead Abatement Supervisor or Worker, it is not a substitute for the requirement of trained work crews.

9.1.6 EPA Lead Renovator training is required per the EPA for all Contractors and subcontractors performing work on pre-1978 homes, where the work could potentially disturb lead-based paint.

For weatherization services performed on pre-1978 units, all work crews of Contractor and subcontractors who provide basic weatherization or specialty services are required to be trained in EPA-approved Lead Renovator practices, and firm certification is required. No employee of Contractor and/or subcontractors shall perform such work on a pre-1978 dwelling until the required training has been received.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



9.1.7 Contractor shall maintain and make available for reference to Contractor's employees and subcontractors who perform weatherization and ECIP EHCS services the following:

9.1.7.1 CSD TRM;

9.1.7.2 Other applicable policies and procedures; and

9.1.7.3 Official State and Federal Program Notices.

9.1.8 OSHA-10 is required for all crews, and OSHA-30 is required for all Contractor supervisors who are regularly on-site and monitor for field safety.

## 9.2 Contractor Licensing

Contractors, unless otherwise exempt or their subcontractors performing basic weatherization services under this Contract shall comply with TRM and the following licensing requirements:

9.2.1 Possess and maintain an active Class "B" General Building Contractor license, issued by the Contractors State License Board (CSLB) in the name of the Contractor/qualifying individual;

9.2.2 Contractor is responsible for ensuring that all subcontractors have active licensing and are in good standing for the duration of the subcontract; and

9.2.3 Contractor shall immediately notify CSD when any changes in licensing occur.

## 9.3 Special Licensing - Weatherization

9.3.1 Special licensing may also be required for the installation and/or repair of Evaporative Cooler, Cook Top and Range, Vented Space Heater, Air Conditioning, and Gas and Electric Water Heaters, if two or more weatherization measures are not installed in a single unit. Electrical wiring upgrade/replacement and knob and tube wiring certification will always require a C-10 license.

9.3.2 Specialty subcontractors must possess all applicable licenses as required by the CSLB to carry out installation and/or repairs.

9.3.3 Contractor is responsible for ensuring that all subcontractors have active licensing and are in good standing with the CSLB for the duration of the subcontract.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



## 9.4 Environmental Protection Agency (EPA) Certifications

9.4.1 All contractors providing services utilizing in-house crews shall be certified as an EPA Certified Firm in accordance with EPA's Renovation, Repair and Painting Program requirements (40 CFR Part 745). Contractors who subcontract all of their weatherization and ECIP EHCS services are required to be certified and shall have at least one EPA Certified Renovator on staff for subcontractor oversight purposes.

9.4.2 Contractors shall ensure that all subcontractors whose work potentially disturbs lead paint are EPA Certified Firms and have EPA Certified Renovators on staff.

9.4.3 Any contractor without the required certification will not be allowed to perform weatherization or EHCS services.

## 9.5 Mandatory Training

Contractor must participate in mandatory training such as eligibility start-up training, CSD TRM training, contract review webinars, monitoring trainings and other trainings CSD deems mandatory. CSD will notice Contractor with a minimum of 10 business days prior to training.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



# SUBVENTION CONTRACT

# COMPLIANCE REQUIREMENTS

## ARTICLE 10 - COMPLIANCE POLICIES AND PROCEDURES

### 10.1 Right to Monitor, Audit, and Investigate

10.1.1 Any duly authorized representative of the federal or state government, which includes but is not limited to the federal offices of inspectors general, the State Auditor, CSD staff, and any entity selected by CSD to perform inspections and/or investigations, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Contract through on-site visits, audits, and any other appropriate means CSD deems necessary.

10.1.2 Contractor shall, upon reasonable notice, make available all information and materials reasonably necessary for CSD to substantiate to its satisfaction that expenditures incurred under this Contract are allowable and allocable, including, but not limited to files, books, documents, papers, and records. Contractor agrees to make such information and materials available to the federal government, the State, or any of their duly authorized agents or representatives, for purpose of examination, copying, or mechanical reproduction, on or off the premises of the subject entity.

10.1.3 Any duly authorized agent or representative of the federal or state government shall have the right to undertake investigations in accordance with 42 USC § 8627, as amended.

10.1.4 All contracts entered into by Contractor with audit firms for purposes of conducting independent audits under this Contract shall contain a clause allowing CSD or any duly authorized agent or representative of the federal or state government timely access to the working papers of the audit firm(s).

### 10.2 Auditing Standards and Reports

10.2.1 Auditing Standards

10.2.1.1 *Applicability.* The standards set forth in 45 CFR Part 75 Subpart F – Audit Requirements are hereby incorporated by reference.

10.2.1.2 *Supplemental Audit Guide.* In addition to the audit requirements specified above, Contractor must follow the most current CSD Supplemental Audit Guide, incorporated into this Contract by reference in Article 14. The Supplemental Audit Guide may be accessed at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

10.2.2 Audit Reports

10.2.2.1 Funds provided under this Contract shall be included in an audit

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



conducted in accordance with the provisions of 45 CFR Part 75 Subpart F – Audit Requirements, standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in The U.S. Government Accountability Office's "Government Auditing Standards," December 2011 Revision, as amended.

10.2.2.2 *Organizations below audit threshold.* Contractors falling below the federal funding threshold that mandates a single audit may be subject to an audit and/or other fiscal- or program-specific review conducted by CSD or its agents, upon 30-day written notice.

10.2.2.3 The financial and compliance audit report shall contain the following supplementary financial information: a Schedule of Expenditures of Federal Awards (SEFA) in accordance with 2 CFR § 200.502. All LIHEAP grants shall be reported separately on the SEFA by program component, i.e., Weatherization (Wx) and ECIP/HEAP/Assurance 16 (EHA16). In addition, a separate Supplemental Statement of Revenues and Expenditures (SSRE) for each contract whose term ends during the single-audit fiscal year shall be included in that year's single audit. The SSRE shall report revenue and expenditures for CSD funding by contract line item and fiscal year. The SSRE shall cover the entire contract term as required in CSD's Supplemental Audit Guide.

10.2.3 *Submission of Audit Reports.* Contractor shall submit to CSD one electronic copy of the required audit report(s) and any management letter(s) issued by the accountant, within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the Contractor's fiscal year.

10.2.4 *Failure to File IRS Form 990 for Tax-Exempt Organizations* If Contractor fails to file Form 990 timely, Contractor must provide:

10.2.4.1 Evidence of an extension request with an estimated timeframe for submission; or

10.2.4.2 An explanation of why Contractor does not plan to file Form 990.

10.2.5 The audit report(s) and all supplemental financial information must be submitted to the following addresses:

Electronic copy:
audits@csd.ca.gov.

Printed copy:
Department of Community Services and Development
Attention: Audit Services Unit

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

Upon receipt of the audit report, CSD's Audit Services Unit (ASU) will send a confirmation email within 5 to 10 business days. Contractor should verify receipt of ASU's confirmation email to ensure your single audit was received.

In accordance with the guidelines of the Division of Audits of the California State Controller's Office (SCO), if Contractor is a local government agency, additional copies of the audit report must be submitted to the following address:

Mailing Address:

State Controller's Office
Division of Audits
Financial Audits Bureau/Single Audits Unit
P.O. Box 942850
Sacramento, CA 94250-5874

Street Address for Fed Ex:

State Controller's Office
Division of Audits
Financial Audits Bureau/Single Audits Unit
3301 C Street, Suite 700
Sacramento, CA 95816

10.2.6 Failure to Comply with Audit Reporting Requirements

If Contractor fails to comply with Federal statutes, regulations or the terms and conditions of this Contract, CSD may impose additional conditions, as described in 45 CFR § 75.207. If CSD determines that noncompliance cannot be remedied by imposing additional conditions, CSD may take one or more of the following actions, as appropriate in the circumstances, as provided in 45 CFR § 75.371 - § 75.380 *Remedies for Noncompliance*:

10.2.6.1 Temporarily withhold cash payments pending correction of the deficiency by Contractor or more severe enforcement action by the Federal awarding agency;

10.2.6.2 Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;

10.2.6.3 Wholly or partly suspend or terminate the Federal award;

10.2.6.4 Recommending that suspension or debarment proceedings (as authorized

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under 2 CFR Part 180) be initiated by the Federal awarding agency;

10.2.6.5 Withhold further federal awards; or

10.2.6.6 Take other remedies that may be legally available.

10.2.7 Collection of Disallowed Costs

10.2.7.1 If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs, CSD shall, after consideration of Contractor's submission issue a final TR, no later than 30 days after receipt of Contractor's information or documentation. If questioned costs are determined to be owning, CSD's Financial Services Unit (FSU) will send an invoice. Contractor will tender payment to FSU or a repayment plan acceptable to FSU.

10.2.7.2 All statements, notices, responses and demands issued in accordance with this Section 10.2.7 shall be in writing.

10.2.7.3 CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this Section 10.2.7.

## 10.3 Compliance Monitoring

10.3.1 As the recipient of federal LIHEAP block grant funds under this Contract, Contractor must substantiate that all costs claimed pursuant to this Contract are allowable and allocable under all applicable federal and state laws. To be entitled to reimbursement, Contractor must trace all allowable costs to the level of expenditure, to include providing supporting documentation reasonably necessary to substantiate the validity of such claim.

10.3.2 As the administrator of the LIHEAP block grant for the State, CSD is required to ensure the funds allocated to Contractor are expended for the purposes identified in federal law and state LIHEAP law, and for allowable and allocable costs under the applicable rules of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

10.3.3 CSD is required to conduct on-site or in-house and follow-up monitoring of Contractor to ensure that Contractor meets the Production Plan, administrative standards, financial management requirements, and other requirements of LIHEAP.

10.3.4 CSD shall provide Contractor reasonable advance notice in writing of on-site and/or in-house monitoring reviews of Contractor's program or fiscal performance.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



10.3.5 Compliance monitoring will consist of a questionnaire that Contractor will be required to complete and return to CSD within 30 calendar days from receiving the questionnaire.

10.3.6 CSD will conduct client file reviews to verify compliance with financial and program requirements. CSD shall notify Contractor of the client files requested, and Contractor shall provide the client files within five business days.

10.3.7 CSD may increase the number of client files reviewed and frequency of client file reviews based on the severity of non-compliance issues identified during the client file review process.

10.3.8 In accordance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75), 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 Contract. To the extent Contractor maintains records and documents in an electronic format, Contractor must make such records and documents readily available to CSD program and audit staff and other representatives: 1) for review on an appropriate electronic device provided by Contractor; and/or 2) for reproduction in electronic and/or hard copy format, as is necessary to affect the purposes of this Section 10.3. In order to realize the objectives of this subsection and to ensure that the integrity of the program, the proper expenditure of grant funds, and to prevent fraud, waste, abuse, and unjust enrichment, whether by design or inadvertence, Contractor shall cooperate with CSD as follows:

10.3.8.1 Upon request, provide a list of clients, jobs or properties to or for which LIHEAP services have been provided by Contractor, and to or for which Contractor has provided related services under other federal, State or non-governmental programs such as, but not limited to, public and private utility company programs, collectively “Associated Programs.”

10.3.8.2 With respect to such list of clients, jobs, or properties, provide CSD and/or the investigative entities or persons referenced in Section 10.1.1, access to client files or similar records and documents of the Associated Programs for the purpose of determining whether related services have been provided that result in duplicate billings or any violation of federal or State law, this Contract, or applicable federal and/or State LIHEAP guidelines.

10.3.8.3 For purposes of this Section 10.3.8:

10.3.8.3.1 “Duplicate billing” is defined as receiving reimbursement from more than one funding source for the same expenditures or

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



costs, whether in whole or in part, that Contractor incurs in connection with rendering a service to or for a client, job, or property, resulting in a total reimbursement to Contractor, from all sources, in excess of actual expenditures or costs incurred.

10.3.8.3.2 To the extent necessary to realize the objectives of this article, the term "Contractor" includes any subcontractor or agent of Contractor in possession of the files, records, or documents or other information bearing on related services under any relevant Associated Program.

10.3.8.4 It is understood that Contractor has no obligation to provide access to the client files, records, and documents of an Associated Program when no LIHEAP services have been provided and the client, job, or property is not required to be on the list furnished to CSD by Contractor, as provided herein.

10.3.8.5 In the event Contractor is unable to comply with the provisions of subsections 10.3.8.1 or 10.3.8.2 because of restrictions placed on Contractor by law in connection with an Associated Program, or restrictions imposed on Contractor pursuant to a binding written contract between Contractor and the funding source of such Associated Program, then Contractor shall so inform CSD by written declaration and provide supporting documentation for such declaration. Contractor shall, together with any declaration made, certify to CSD in writing that:

10.3.8.5.1 Contractor has not submitted duplicate billings to both LIHEAP and Associated Program; or

10.3.8.5.2 Contractor has not otherwise engaged in similar actions in violation of federal or state law.

10.3.9 CSD will host an FTP Server and provide Contractor with specifications, documentation, and sample of FTP file configurations screens, as necessary, to enable Contractor to use the FTP Server to upload client files, records, and documents. Contractor shall submit client files, records, and documents via the FTP to allow CSD to complete an in-house review.

10.3.10 In the event that CSD determines that Contractor is not in compliance with material or other legal requirements of this Contract, CSD shall provide the observations, recommendations, or findings and request for a corrective action plan to Contractor in writing. Contractor shall submit to CSD a specific action plan for correcting the noncompliance.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



10.3.11 Collection of Disallowed Costs

10.3.11.1 In the event questioned costs are identified in a final decision on cost disallowance issued by CSD, Contractor shall comply with any demand for repayment, as specified in such final report.

10.3.11.2 *Time for response.* Contractor shall have no less than 30 calendar days from receipt of the final decision to tender payment to CSD or, alternatively, to provide CSD with complete and accurate information or documentary evidence in support of the allowability of questioned costs.

10.3.11.3 *Notice after review of further supporting evidence.* If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs as provided above in subsection 10.3.11.2, CSD shall, after consideration of Contractor's submission, accordingly, issue a revised Notice of Disallowed Costs, if any, no later than 30 days after receipt of Contractor's information or documentation. Contractor shall have 15 days from receipt of such Notice to tender payment or a repayment plan acceptable to CSD. In the alternative, Contractor may request a hearing in accordance with subsection 10.4.4 of this Contract, for CSD's final determination of disallowed costs.

10.3.11.4 All statements, notices, responses and demands issued in accordance with this Section shall be in writing.

10.3.11.5 CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this Section.

## 10.4 Enforcement Process - Noncompliance with Requirement of this Contract

10.4.1 Tax-Exempt Status Requirement

Nonprofit charitable organizations must maintain their 501(c)(3) tax-exempt status as a requirement for continued LIHEAP grant reimbursements and participation under the current Contract. All 501(c)(3) contractors shall notify CSD within one business day upon revocation of their tax-exempt status and cease all work performed under this Contract. CSD will halt all payments to Contractor while its nonprofit, tax-exempt status is revoked. Work performed prior to the revocation, but billed after such notice is received, shall be timely reimbursed to the Contractor. In addition, CSD may take additional enforcement steps consistent with federal and state law and this Contract.

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10.4.2 General

The authority for CSD Enforcement Actions, as defined in Section 10.4.3, for cost disallowances/ recovery of misused funds, and for de-designation of eligible entity status (collectively "Enforcement Process") is found in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75), and in state regulations, with particular reference to 22 CCR § 100875. In order to facilitate compliance with the cited authorities, the parties to this Contract agree that: 1) the present article shall guide, inform and clarify the Enforcement Process; 2) shall establish the procedures to be followed; and 3) establish the rights and obligations of the parties with respect to the Enforcement Process, for purposes of implementing the principles set out in the applicable legal authorities.

10.4.3 Enforcement Action, "High Risk" – Determination and Notice

10.4.3.1 If CSD determines that Contractor is not financially stable, and that Contractor's financial condition is so tenuous that its ability to implement this Contract is seriously compromised, or if CSD determines that Contractor has not complied with the requirements of this Contract and that Contractor's noncompliance constitutes a material breach of the Contract, CSD may initiate an Enforcement Action. For purposes of this article, "Enforcement Action" means the imposition of any of the following: a) special conditions and/or sanctions; b) a determination of cost disallowance; c) contract suspension; d) contract termination; or e) termination of Contractor's service provider status.

10.4.3.2 To initiate an Enforcement Action, CSD must provide Contractor with written notice of "high risk" designation, setting forth: 1) the factual and legal basis for the determination of noncompliance, upon which the "high risk" designation is based; 2) the corrective action(s) required; and 3) the date by which the corrective action must be taken and completed.

10.4.3.3 For purposes of this article, "material breach" means any act or omission by Contractor that is in contravention or disregard of Contractor's duties and obligations under the terms of this Contract and under applicable State and federal law, which act or omission:

10.4.3.3.1 Constitutes fraud or gross negligence by Contractor or its agent(s);

10.4.3.3.2 Is likely to result in significant waste and/or abuse of federal funds;

10.4.3.3.3 Has a significant adverse impact on Contractor's ability to meet its administrative, financial, or programmatic duties and

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obligations over the term of the Contract or a significant portion thereof;

10.4.3.3.4 Violates or otherwise disregards significant program guidance and other requirements of the Federal Government, whether issued directly or through CSD;

10.4.3.3.5 May have serious adverse effects and consequences on the Contractor's customers, employees, subcontractors, creditors, suppliers, vendors, or other stakeholders; or

10.4.3.3.6 May otherwise significantly and adversely affect the viability, effectiveness, or integrity of the program.

10.4.4 Special Conditions and Sanctions

10.4.4.1 "High risk" designation may include the imposition of Special Conditions, Sanctions and/or other special requirements with respect to Contractor's performance. CSD may impose Special Conditions and/or Sanctions upon a determination that such steps are reasonably necessary to address acute financial instability or a material breach of contract, as defined in Section 10.4.3, above.

10.4.4.2 Notice of Special Condition(s) and/or Sanction(s) shall be in writing and shall become effective on the date specified in the notice. Notice must contain the following information:

10.4.4.2.1 The nature of the Special Condition(s) and/or Sanction(s) being imposed;

10.4.4.2.2 The reason(s) for imposing Special Condition(s) and/or Sanction(s); and

10.4.4.2.3 The corrective actions that must be taken and the time allowed for completing them before CSD removes the Special Condition(s) and/or Sanction(s).

10.4.4.3 Special Conditions may include, but are not limited to:

10.4.4.3.1 Obtaining training and/or technical assistance;

10.4.4.3.2 The imposition of special or additional reporting requirements;

10.4.4.3.3 Special or conditional cost reimbursement requirements and procedures;

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



10.4.4.3.4 The provision of documentation by Contractor; and/or

10.4.4.3.5 The requirement to amend or modify systems, procedures, and/or policies.

10.4.4.4 Sanctions may include, but are not limited to:

10.4.4.4.1 The suspension of advances and/or reimbursements; and/ or

10.4.4.4.2 The issuance of stop work orders.

10.4.4.5 Sanctions may not be imposed without a hearing being first held in accordance with applicable regulations, unless CSD reasonably determines on the basis of credible information that:

10.4.4.5.1 Substantial sums to be paid to Contractor have been or will be used in violation of law or the provisions of this Contract; or

10.4.4.5.2 The associated costs are otherwise very likely to be disallowed; and

10.4.4.5.3 If Sanctions are not immediately imposed, taxpayer dollars are at significant risk and are unlikely to be recovered.

10.4.4.6 Review of Special Conditions and/or Sanctions.

10.4.4.6.1 If Contractor elects to contest the action to impose Special Conditions and/or Sanctions, Contractor shall have five business days following receipt of Notice of Enforcement Action in which to show cause, in writing, why the Special Conditions or Sanctions should not be enforced.

10.4.4.6.2 CSD shall have five business days following receipt of Contractor's response to accept or reject Contractor's objection and to state in writing the consequences of the decision and Contractor's obligations going forward, if any.

10.4.4.6.3 Contractor may, within five business days of receipt of Notice of Enforcement Action, request an informal meeting for the parties to consider the merit of the Notice and to discuss alternative courses of action, which meeting CSD may agree to if, in its sole judgment, it determines the meeting would be helpful to the process, can be held expeditiously, and will not unduly cause delay or otherwise increase the risk of loss of taxpayer dollars.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



10.4.4.6.4 Contractor may, at any time, request in writing that CSD initiate the contract suspension or contract termination processes, to include the requisite hearings, as set out in 22 CCR § 100875.

10.4.4.6.5 Should Contractor fail to show cause why the Enforcement Action should not go forward, or should Contractor fail to request that CSD initiate either the contract suspension or termination processes, CSD may initiate such action upon its own motion.

10.4.4.6.6 Special conditions and sanctions shall remain in effect until the hearing procedure is completed, provided, with respect to sanctions, CSD reasonably determines that subsection 10.4.4.5 applies.

10.4.5 Cost Disallowance

10.4.5.1 If Contractor's non-compliance with the terms of this Contract results in an enforcement action, and if CSD determines that Contractor's non-compliance has resulted in questioned costs, CSD shall provide Contractor with a Statement of Questioned Costs along with the Notice of Enforcement Action, or at such later time in the Enforcement Process as questioned costs have been identified.

10.4.5.2 The Statement of Questioned Costs shall include:

10.4.5.2.1 A description of the costs questioned and the specified amount by type or category of costs;

10.4.5.2.2 The reason the costs are questioned, and the information and/or documentation required to justify payment of the costs; and

10.4.5.2.3 The timeframe and procedures for Contractor's submission of the required information or documentation to CSD.

10.4.5.3 If CSD determines that more information is required before a Statement of Questioned Costs can be issued or before a final determination of cost disallowance can be made, CSD may conduct an investigative audit of Contractor's records, files and books of account, or retain an audit firm for such purpose. Contractor agrees to cooperate fully in any audit conducted and to ensure that Contractor's agents, accountants and subcontractors cooperate in the performance of such audit. A report of any audit conducted shall be shared with Contractor, who shall be given ample

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opportunity to respond to findings and to submit information and documentation in support of the response. If Contractor fails to cooperate in the conduct of an audit, initiated pursuant to this subsection, CSD may either impose sanctions, as provided in subsection 10.4.3 or, if feasible, issue a Notice of Disallowed Costs.

10.4.5.4 After CSD has considered any information and/ or documentation submitted by Contractor in response to a statement of questioned costs or in response to an investigative audit report, CSD shall issue a Notice of Disallowed Costs, which notice shall include:

10.4.5.4.1 The amount of disallowed costs to be repaid, if any; and

10.4.5.4.2 The date by which repayment must be made or, in the alternative,

10.4.5.4.3 The date by which Contractor must submit a proposed repayment plan for consideration by CSD.

10.4.5.5 Before the expiry of five business days after receipt of a Notice of Disallowed Costs, Contractor may challenge the Notice of Disallowed Costs by requesting a hearing, conducted in accordance with the procedures set out in 22 CCR § 100875, for the purpose of adjudicating the matter of cost disallowance, provided however that either Contractor or CSD may opt to adjudicate other pending Enforcement Action matters, as provided in subsection 10.4.4.6. of this section, in a combined proceeding.

10.4.5.6 If Contractor fails to request a hearing to adjudicate cost disallowance, as provided in subsection 10.4.5.5, the Notice of Disallowed Costs shall be deemed final and Contractor shall comply with the provisions of the present Section 10.4.5.

10.4.5.7 Contractor will not be deemed to have complied with a Notice of Disallowed Costs until repayment is made or CSD has approved a repayment plan. In determining the acceptability Contractor's repayment plan, CSD shall take into consideration such factors as, but not limited to:

10.4.5.7.1 Federal requirements or conditions applicable to the grant(s) under which the disallowed costs were funded;

10.4.5.7.2 The exigencies of the grant program and CSD's ability to reallocate the funds repaid or otherwise dispose of the funds in accordance with applicable law;

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



10.4.5.7.3 The risk of being unable to recover funding and the options for securing Contractor's repayment obligation; and

10.4.5.7.4 Contractor's financial condition and ability to pay.

10.4.6 Contractor shall remain on "high risk" until CSD reasonably determines that Contractor has complied with the requirements of the Notice of "High Risk" Designation, including verification by CSD that corrective measures have been implemented, that all conditions have been met and that disallowed costs have been repaid or, alternatively, that CSD has deemed Contractor's repayment plan to be acceptable and Contractor has demonstrated it is in compliance with the plan. Upon determination that Contractor has complied with the requirements of the Notice of "High Risk" Designation, CSD shall give Contractor written notice of such determination.

10.4.7 In the event Contractor's non-compliance with the terms and conditions of this Contract are not remedied through imposition of special conditions, and/or sanctions, thereby enabling CSD to remove "high risk" designation, CSD may initiate further Enforcement Actions involving Contract Suspension, Contract Termination and Termination of service provider status, which shall be initiated and conducted in accordance with the applicable provisions found in 22 CCR § 100875 and other applicable State and federal statutes and regulations.

10.4.8 Lien rights

The State retains lien rights on all funds advanced.

## 10.5 Service Delivery and Expenditure Requirements

10.5.1 Service Delivery and Expenditure of Funds

10.5.1.1 Contractor shall, in accordance with Government Code §16367.5, be afforded maximum flexibility and control, within the parameters of federal and state law, in the planning, administration, and delivery of LIHEAP services. Regardless of the modalities and techniques utilized, Contractor is obligated: a) to ensure that the maximum numbers of persons are served, consistent with the effective and efficient service delivery, with program requirements and with applicable law; and b) to fully expend program funds by the date identified in the contract.

10.5.1.2 A substantial failure to expend funds and provide services to readily available qualified applicants, except for compelling reasons beyond Contractor's control, shall be deemed prima facie evidence of breach of contract and may constitute grounds for "high risk" designation and the applicable remedies as provided in Section 10.4, "Enforcement Process –

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



Noncompliance with the Requirements of this Contract." Such failure of performance may, in accordance with the provisions of this article, result in a reduction in Contractor's grant allocation and the redistribution of future funding to other performing service providers.

10.5.2 Contractor Expenditure and Reporting Requirements

Contractor shall be at 99% expenditure of the Contract by December 31, 2023.

10.5.2.1 CSD will monitor Contractor's expenditures to evaluate compliance with meeting expenditure requirement by December 31, 2023, for each program category, including capped budget items.

10.5.2.2 Contractor shall submit timely expenditure reports, that allow CSD to evaluate Contractor's ability to meet the December 31, 2023, expenditure date requirement. Based upon these reports, CSD may determine that Contractor has not met the expenditure requirement and is out of compliance with this Contract.

10.5.3 Contractor's Upcoming Program Year LIHEAP Performance Allocation Methodology

CSD shall determine Contractors upcoming program year LIHEAP Contract Allocation Methodology based on performance expenditure requirements in Section 10.5.2. and distributed according to the following criteria:

10.5.3.1 Category A: If Contractor meets the performance requirements of Section 10.5.2 and reported no later than January 31, 2023, Contractor will receive their full allocation and a percentage of any redistributed funds not allocated to another contractor that fall into Category C, in Section 10.5.3.3.

10.5.3.2 Category B: If Contractor expends 99 percent of their allocation by February 28, 2023 and reported no later than March 31, 2023, Contractor will receive their full allocation but will <u>not</u> be eligible to receive any redistributed funds.

10.5.3.3 Category C: If Contractor does not expend at least 99 percent of their allocation by February 28, 2023 and reported no later than March 31, 2023, the 2023 LIHEAP allocation will be offset by the balances remaining recorded as of the December 31, 2022 expenditure period reported no later than January 31, 2023.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



# SUBVENTION CONTRACT

# CERTIFICATIONS AND ASSURANCES

## ARTICLE 11 - FEDERAL AND STATE POLICY PROVISIONS

### 11.1 Certifications

11.1.1 Contractor's signature affixed to this Contract shall constitute a certification that to the best of its ability and knowledge it will, unless exempted, comply with the provisions set forth in the following:

11.1.1.1 Drug-Free Workplace Requirements, Contract Certification Clauses 04/2017 (CCC-04/2017)

11.1.1.2 National Labor Relations Board Certification (CCC-04/2017)

11.1.1.3 Expatriate Corporations (CCC-04/2017)

11.1.1.4 Domestic Partners (CCC-04/2017)

11.1.1.5 Labor Code/Worker's Compensation (CCC-04/2017)

11.1.1.6 Americans with Disabilities Act (CCC-04/2017)

11.1.1.7 Contractor Name Change (CCC-04/2017)

11.1.1.8 Resolution (CCC-04/2017)

11.1.1.9 Air or Water Pollution Violation (CCC-04/2017)

11.1.1.10 Safeguarding Access to State Data (Department of Finance, Budget Letter 04-35)

11.1.1.11 Safeguarding Against and Responding to a Breach of Security Involving Personal Information (Office of Information Security and Privacy Protection, Management Memo 08-11).

11.1.2 The above documents are hereby incorporated by reference into this Contract. To access these documents, please visit the CSD Local Agencies Portal at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

11.1.3 Executive Order N-6-22 – Russia Sanctions. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with,

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

## 11.2 Provisions for Federally Funded Grants

11.2.1 Contractor certifies that it possesses legal authority to apply to the State for LIHEAP funds and assures compliance with the purposes as set forth in 42 USC §§ 8621 et seq., as amended.

11.2.2 Eligibility to Receive Federally Funded Public Benefits

Pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) (Public Law (Pub. L.) 104-193), as amended, and Executive Order W13596, dated August 27, 1996, while in effect, applicants for federally funded public benefits are required to provide proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status. (8 USC §§ 1611, 1612, & 1642.) Contractor shall verify client eligibility in accordance with CSD Applicant Verification of Eligibility Procedures and Regulations, forms, and other written guidance provided by CSD.

11.2.3 Under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA) Section 508, and NO VERIFICATION REQUIREMENT FOR NONPROFIT CHARITABLE ORGANIZATIONS, Section 432 (d) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (8 USC § 1642 et seq.) as amended, Nonprofit Charitable Organizations are exempt from the requirement to determine, verify, or otherwise require proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status of any applicant for such benefits in providing any Federal public benefit (as defined in 8 USC § 1611(c)) or any State or local public benefit (as defined in 8 USC § 1621(c)). (Pub. L. 104-208, Title V, Section 508; and 8 USC § 1642(d)).

11.2.4 Federal Funding Accountability and Transparency Act reporting requirement (FFATA) (Pub. L. 109-282).

Pursuant to the FFATA, CSD is required to report information regarding contractors (sub-awardees) receiving LIHEAP funds. Contractor must complete CSD form 279 and return with the Contract to enable CSD to comply with FFATA reporting requirements.

CSD may issue guidance and/or Amendment(s) to this Contract, establishing

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



additional reporting requirements as necessary to ensure compliance with the FFATA or other Federal and State regulations, as applicable.

11.2.5 Salary Limitation – Federal Executive Level II. Federal funds for grant programs consistently include a provision as part of the Consolidated Appropriations Act of 2017 (Pub. L. 115-31) from Congress that the amount that "shall be used to pay the salary of an individual, through the grant or other extramural mechanism" including non-federal share, must not exceed the amount of the Federal Executive Level II salary for that calendar year. This amount is published annually by the U.S. Office of Personnel Management and can be found on their website at https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/. This amount reflects an individual's base salary exclusive of fringe benefits and any income that an individual may be permitted to earn outside of the duties of the non-Federal entity's organization. This salary limitation also applies to subawards, contracts, and subcontracts under an ACF grant or cooperative agreement.

11.2.5.1 Federal Funds Accountability and Transparency Act (FFATA) Requirements. Awards under these programs are included under the provisions of P.L. 109-282, the "Federal Funds Accountability and Transparency Act of 2006" (FFATA). Under this statute, the grant recipient is required to report information regarding executive compensation and all subawards, contracts, and subcontracts in excess of $25,000 through the Federal Subaward Reporting System (https://www.fsrs.gov/) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A.

11.2.6 Human Trafficking Provisions. Contractor is subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 USC § 7104). The full text of this requirement can be found at https://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons.

11.2.7 Prohibition on Use or Procurement. Pursuant to the "Prohibition on certain telecommunications and video surveillance services or equipment" (2 CFR § 200.216), contractors are prohibited from expending grant funds on "equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)". The full text of this requirement can be found at Electronic Code of Federal Regulations (eCFR).

## 11.3 Federal Certifications Regarding Debarment, Suspension, and Related Matters

Contractor hereby certifies to the best of its knowledge that it or any of its officers, or any

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



subcontractors:

11.3.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

11.3.2 Have not within a three year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

11.3.3 Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Section 11.3.2 above of this certification; and

11.3.4 Have not within a three-year period preceding this Contract had one or more public (federal, state, or local) transactions terminated for cause or default.

11.3.5 If any of the above conditions are true for the Contractor or any of its officers, Contractor shall describe such condition and include it as an attachment to the Contract. Based on the description, CSD in its discretion may decline to execute this Contract or set further conditions for this Contract. In the event any of the above conditions are true and not disclosed by Contractor, it shall be deemed a material breach of this Contract, and CSD may terminate this Contract for cause immediately pursuant to the termination provisions of State and federal law governing the Low-Income Home Energy Assistance Program.

11.3.6 As provided in this article, Contractor must certify in writing to the best of its knowledge that any subcontractor(s) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

## 11.4 Affirmative Action Compliance

11.4.1 Each contractor or subcontractor with 50 or more employees and a contract of $50,000 or more shall be required to develop a written Affirmative Action Compliance Program.

11.4.2 The written program shall follow the Equal Employment Opportunity clause obligations set forth in Title 41 of the Code of Federal Regulations, Section 60-1.40, Sections 60-2.10 through 60-2.32, and Sections 60-741.4 through 60-741.43.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



11.4.3 Each contractor or subcontractor with less than 50 employees shall comply with Executive Order 11246, Part II, Section 202, as amended by Executive Order 11375. Contractor shall ensure that subcontractors falling within the scope of this provision shall comply in full with the requirements thereof.

## 11.5 Nondiscrimination Compliance

11.5.1 Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge will, unless exempted, comply with the nondiscrimination program requirements set forth in this section.

11.5.2 Contractor hereby certifies compliance with the following:

11.5.2.1 Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity;

11.5.2.2 Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC §§ 2000d et seq. and 2000e et seq.);

11.5.2.3 The Rehabilitation Act of 1973, as amended (29 USC §§ 701 et seq.);

11.5.2.4 Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 USC § 4211 et seq.; 41 CFR Part 60-300);

11.5.2.5 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (41 CFR Subtitle B, Chapter 60, as amended); and

11.5.2.6 Americans with Disabilities Act of 1990 (Pub. L. 101-336, 29 USC § 794).

## 11.6 Contractor Fair Hearing - Civil Rights Act Violation

11.6.1 In the event of any violation or alleged violation of Title VI of the Civil Rights Act of 1964, as amended, (42 USC § 2000d et seq.) Contractor has the right to request a fair hearing in response to such violation or alleged violation within 30 calendar days from the date of such action.

11.6.2 The State shall conduct such fair hearing in accordance with Title 45, Code of Federal Regulations, Part 81.

## 11.7 Specific Assurances

11.7.1 Pro-Children Act of 1994

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



11.7.1.1 This Contract incorporates by reference all the nonsmoking policy provisions set forth in the Pro-Children Act of 1994 (20 USC § 6083).

11.7.1.2 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.

11.7.2 American-Made Equipment/Products

Contractor shall assure, pursuant to the Buy American Act of 1933 (41 USC § 8301 et seq.), to the extent practicable, that all equipment and products purchased with funds made available under this Contract shall be American made.

11.7.3 Federal and State Occupational Safety and Health Statutes

Contractor assures that it shall be in compliance with the provisions as set forth in Federal and State Occupational Safety and Health Statutes: the California Safe Drinking Water and Toxic Enforcement Act of 1986 (Health & Safety Code §§ 25249.5 et seq.); Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program) (60 FR 25492, codified at 40 CFR Part 273); and California Workers' Compensation laws (Labor Code §§ 3200 et seq.).

11.7.4 Political Activities

11.7.4.1 Contractor shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Contract.

11.7.4.2 Contractor is prohibited from any activity that is designed to provide voters or prospective voters with transportation to the polls or to provide similar assistance in connection with an election if such activities involve the use of any funds that are subject to this Contract.

11.7.5 Lobbying Activities

11.7.5.1 Contractor shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Contract or any other fund, programs, projects, or activities that flow from this Contract.

11.7.5.2 If Contractor engages in lobbying activities, Contractor shall complete, sign and date the CERTIFICATION REGARDING LOBBYING/DISCLOSURE OF LOBBYING ACTIVITIES, as required by the HHS (45 CFR Part 93, Appendix A).

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



## SUBVENTION CONTRACT

## ARTICLE 12 -GENERAL TERMS AND CONDITIONS GTC 04/2017

Contractor may find the required California General Terms and Conditions (GTC 04/2017) at the following web address:

https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language

Click the "GTC 04/2017" link to download the current requirements.

DocuSign Envelope ID: 19F18122-4AF6-4A35-8F2B-9AA0C5ED9AB0



## SUBVENTION CONTRACT

## ARTICLE 13 - DEFINITIONS

All terms used in this Contract shall be those as defined in applicable federal and state law (see 42 USC §§ 8621 et seq. and Government Code § 16367.5) and regulation (see 45 CFR Part 96 and 22 CCR § 100800), or as more specifically defined as:

Administrative Costs: Actual costs for auxiliary functions such as salaries, wages, workers compensation, and fringe benefits for administrative staff, facilities, utilities, office and computer equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, and like services necessary to sustain the direct effort involved in administering a grant program or an activity providing services to the grant program. Includes incurred costs associated with participation and attendance to policy advisory committee meetings and workgroups.

Contract: The complete contents of this contract entered into by and between CSD and Contractor, including all rights, duties, and obligations, whether expressed or implied, required toward the legal performance of the terms hereof.

Amendment: A formal change to the Contract of a material nature including but not limited to the term, scope of work, or name change of one of the Parties, or a change of the maximum amount of this Contract.

Authorized Agent: The duly authorized representative of the Board of Directors of Contractor and duly elected or appointed, qualified, and acting officer of CSD. In the case of Contractor, CSD shall be in receipt of board resolution affirming an agent's representative capacity to bind Contractor to the terms of this Contract.

CSD Program Advisory (CPA): The purpose of the CPA is to provide information, correct problems, contradictions and uncertainty. A CPA serves as short-term guidance to inform or direct immediate action to correct a problem or provide relief from an obligation.

CSD Program Notice (CPN): The purpose of the CPN is to supplement contractual requirements and facilitate program implementation. A CPN serves as long term guidance to summarize or interpret regulations or contract requirements.

Call-Back: A call-back is a visit from Contractor that occurs when a measure fails (either during inspection, or later within the warranty period) and must be corrected by the Contractor. The required warranty periods are defined in CSD's TRM. Warranty corrections and apply to both the LIHEAP and DOE weatherization programs.

California Certified Inspector/Risk Assessor Contractor: An individual who is certified by the State of California, Department of Health Services, as a lead-related construction Inspector/Risk Assessor.

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California Energy Commission (CEC) Climate Zone: The CEC established 16 climate zones that represent a geographic area and that have a particular weather pattern. These climate zones are based on energy use, temperature, weather, and other factors that determine the types of building standards that are subject to the Title 24 Energy Efficiency Standards and that dictate the energy conservation measures that must be installed in a weatherized dwelling, as required by law.

Certification Date: The date the applicant is deemed eligible and the Contractor commits to provide services. The certification date should not be before the intake date.

Certified Lead-Free: Residential property that has been determined by a California Certified Inspector/Risk Assessor Contractor to be absent from the presence of lead-based paint.

Certified Lead-Safe: Residential property in which lead-painted surfaces are intact and/or have been treated with measures to stabilize and eliminate lead-paint hazards and that, as such, poses no immediate threat to the occupants as determined by a California Certified Inspector/Risk Assessor Contractor.

Certified Translator: A translator that has been certified to translate a specific language and are often members of a professional translation association such as American Translators Association and American Literary Translators Association, etc.

Children: Members of a household who have not attained their 19th birthday.

Client Education/Counseling: Includes, but is not limited to, providing client with written information describing energy-saving behavioral adjustments that will decrease the energy consumption of the household; providing client with resource information, referral, and budget counseling in order to assist clients in achieving self-sufficiency; providing client with mold and lead-safe education and advising client of the benefits of weatherization in their homes.

Client Intake: Includes, but is not limited to, the process of completing an intake form and reviewing applicant documentation in order to verify eligibility.

Client Needs Assessment: The act of acquiring additional and appropriate information from an eligible client to determine the needs that can be served by Contractor and other available programs after eligibility has been established.

Contractor: The entity (partnership, corporation, agency, or association) designated on the face sheet (STD 213) of this Contract.

CORE: Combined Output Reporting Engine (CORE) System: Software used by CSD's Local Service Providers to submit Utility Assistance, Wood, Propane, and Oil transaction records for validation and further processing.

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Crisis: Weather-related and/or supply-shortage emergencies and other household energy-related emergencies that negatively impact the energy-related economic conditions of low-income households. A crisis can be caused by:

a. Cold or hot weather-related events, such as flood, earthquake, tornado, hurricane, ice storm/freeze; or events meeting such other criteria as the Governor, and/or the President of the United States, at their discretion, and/or their designee, including CSD, may determine to be appropriate; or

b. Geopolitical events, such as wars, terrorism, civil disturbances, and embargoes, including geopolitical events that negatively impact the energy-related economic conditions of low-income households.

CSD: The State of California Department of Community Services and Development.

Database Transfer: A method wherein contractors utilize a local database platform to provide CSD with downloaded client and other program data.

Di Minimis Levels: The amount of lead paint disturbed in a dwelling is comprised of 2 square feet per room of interior surfaces, or 20 square feet of exterior surface, or 10% of a small component, e.g., windowsill, baseboards, and trim. When calculating the di minimis level, the entire surface of the component must be included in the computation. For example, when replacing a 2 x 3-foot window, the de minimis level would be 6 square feet and would exceed the maximum allowance for interior surfaces and the unit would be subject to HUD Regulation.

Diagnostic Testing: Series of testing protocols performed under the weatherization program involving the use of specialized tools to assess: the operating condition of combustion appliances for general safety and carbon monoxide emission levels, and pressurized diagnostic testing procedures to assess the integrity of building envelopes and duct systems for leakage and outside air infiltration. Diagnostic tests shall only be performed by qualified individuals possessing the required skill and training needed to perform diagnostic testing activities.

Direct Services: The portion of the LIHEAP funding to carry out the provisions of LIHEAP services and activities of this Contract, to include: Weatherization, Energy Crisis Intervention Program (ECIP) Services (excluding Utility Assistance), and Wood Propane and Oil (WPO).

DOE: The United States (U.S.) Department of Energy that provides funds for the Weatherization Assistance Program for Low-Income Persons. This program is authorized by Title IV of the Energy Conservation and Production Act (Pub. L. 94-385). The federal regulations for this program are in 10 CFR Part 440.

Dwelling Assessment: The process used to evaluate the service needs of an eligible dwelling for weatherization services offered under the DOE and LIHEAP weatherization programs. An

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assessment shall be performed by qualified individuals possessing the required skill and training needed to perform assessment activities.

Dwelling Unit: A house, including a stationary mobile or manufactured home, an apartment, a group of rooms, or a single room occupied as separate living quarters.

EHA-16: A term used to reference Emergency Crisis Intervention Program, Home Energy Assistance Program and Assurance-16 service components.

Elderly: An individual 60 years of age or older.

Electric Base Load Measure: A subcategory of weatherization measures designed specifically to reduce energy consumption in the areas of lighting and electrical appliances. Allowable electric base load measures include compact and torchiere fluorescent lamps, microwave ovens, refrigerator replacements, and electric water heater timers.

Electronic File: A contract or other record created, generated, sent, communicated, received, or stored by electronic means.

Emergency: Meets the federal definition at 42 USC § 8622(1) and shall be defined as being any one or more of the following conditions:

a. A natural disaster (whether or not officially declared);

b. A significant home energy supply shortage or disruption;

c. An official declaration of a significant increase in:

   i. Home energy costs;

   ii. Home energy disconnection;

   iii. Enrollment in public benefit programs; or

   iv. Unemployment and layoffs;

d. An official emergency declaration by the Secretary of Health and Human Services.

   In those situations where there is not an official federal, state, or local declaration of emergency, e.g., an undeclared natural disaster or a significant home energy supply shortage or disruption that affects a low-income individual, an emergency will be deemed to exist by CSD where there is imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

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Energy Burden: The expenditures of the household for home energy divided by the income of the household.

Energy Conservation Measures (also known as Weatherization Measures): A wide variety of measures installed in or applied to the dwelling to increase the energy efficiency or to reduce the total energy expenditures of the dwelling.

Environmental Inspection: A visual assessment and sampling which includes asbestos, lead and radon when allowable per the contract. Environmental inspections shall be in accordance with all CSD policies and procedures and in compliance with all Federal and State regulations. Allowable costs include actual labor costs while on the jobsite and testing fees associated with the inspection.

Evaporative Cooler Repairs: Repair or replacement of filter pads, water pumps, belts, motors, or other components that promote efficient operation of the unit.

Final Allocation: The actual amount of funds available to Contractor under this Contract, as calculated pursuant to Title 22, California Code of Regulations, Section 100830 after CSD receives the notice of grant award for the full annual allocation based on the appropriation by Congress for the Federal Fiscal Year, and as publicly announced by CSD's Director or designee, subsequent to the execution of this Contract.

General Heat Waste Measures: A subcategory of weatherization measures designed specifically to improve energy efficiency by reducing general heat and cooling waste within the dwelling. Measures are intended to be relatively low-cost items that are quickly and easily installed with a total measure cost, including labor.

General Operating Costs: Costs that are directly allocable to those costs defined as related facilities, office and computer equipment, office supplies, telephone and travel as allowable program costs.

Hazardous Condition: Any condition posing an immediate health and safety threat to the client and/or persons working in the dwelling unit. Hazardous conditions include but are not limited to: Combustion Appliance Safety (CAS) hazards, appliance-related hazards, and electrical hazards as defined in the CSD TRM.

Heating/Air Conditioning Appliance Repairs/Replacements: The complete unit replacement, adjustments of gas pressure and/or air/fuel mixture, replacement of thermocouples, adjustment of refrigerant charge, filter replacements, or other component repairs or replacements necessary for safe and efficient operation.

Health and Safety Measures: A subcategory of weatherization measures installed to mitigate health and safety hazards generated by combustion appliances and to preserve or improve indoor air quality. These measures include CO alarms, smoke alarms, heating/cooling and water heater

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repairs and replacements, Environmental Hazard Work weatherization and kitchen cooking appliance repair and replacements.

Highest Home Energy Needs: The home energy requirements of a household determined by taking into account both the energy burden of such household and the unique situation of such household that results from having members of vulnerable populations, including very young children (0-5), individuals with disabilities, and frail, older individuals (60+).

Home Energy Rating System (HERS) Provider, also referred to as HERS Rater: An entity or individual recognized by the California Energy Commission as a HERS Provider and certified in performing the necessary field and diagnostic testing verifications for demonstrating compliance with the 2016 Building Energy Efficiency Standards.

HUD Unit: A housing unit participating in a U.S. Department of Housing and Urban Development (HUD) Assisted Housing Program.

Infiltration Reduction Measures: A subcategory of weatherization measures installed in or applied to dwellings to reduce or stop the uncontrolled flow of conditioned air out of the dwelling or the uncontrolled flow of outside air into conditioned areas in the dwelling. Infiltration reduction is best accomplished with shell leakage technology.

Intake Date: The date the Contractor receives or accepts the application.

Interim Allocations: Incremental releases of Continuing Resolution appropriations by CSD to fund LIHEAP Direct Services and Utility Assistance program activity under this Contract.

Interest Income: The interest earned by a Contractor directly generated or earned as a result of unexpended LIHEAP grant funds at the end of a contract term period. The interest earned by a Contractor is income generated as a result of depositing federal funds in an interest-bearing account.

Labor and Material Measures: Those measures where the measure reimbursement is based on the combined total of labor and material and the quantity of the measure itself is not limited to a specific amount per weatherized dwelling.

Labor and Material Single-Quantity Measures: Those weatherization measures where the reimbursement is based on the combined total of labor and material cost and the maximum quantity of the measure is limited to a single item per weatherized dwelling.

Liability Insurance: Insurance coverage to protect against claims alleging one's negligence or inappropriate action resulting in bodily injury or property damage. Related costs shall mean those actual costs allocated for insurance bonds, general liability insurance, and pollution occurrence insurance. Pollution occurrence insurance is optional.

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Major Vehicle and Field Equipment Costs: Actual costs associated with the purchases of vehicles, office equipment and field equipment $10,000 or greater per unit used for the purpose of delivery of direct services. Pre-approval from CSD is required. Field equipment means diagnostic equipment and related equipment. Purchases must follow all federal and state rules and regulations governing LIHEAP pertaining to procurement standards.

Materials: Materials are those allowable items that are installed in or on the dwelling. All materials shall be in conformance with the CSD TRM and 10 CFR Part 440 Appendix A – Standards for Weatherization Materials.

Maximum Amount: The dollar amount reflected on line 3 of the face sheet (STD 213) of this Contract, as amended to reflect the Final Allocation for the term of this Contract.

Maximum Average Reimbursement: Represents the maximum average per dwelling investment for related weatherization service and program costs where an energy audit is conducted. The formula for determining the maximum average reimbursement is:

Maximum Average Reimbursement is equal to Program Operations divided by Total Completed Units.

Where Program Operations are defined as:

> Program Costs less (Training & Technical Assistance + Liability Insurance + Vehicles & Equipment Purchases Over $10,000 + Health and Safety)

Migrant Farm Worker: A seasonal farm worker who performs or has performed farm work during the eligibility determination period (any consecutive 12-month period within the 24-month period preceding application for program benefits and/or services) that requires travel such that the worker is unable to return to his/her domicile (permanent place of residence) within the same day. Migrant farm worker is not a term used in the contract but is captured for reporting purposes in CSD's Weatherization Database, EARS and Intake Form (CSD 43).

Minor Vehicle and Field Equipment Costs: Actual costs associated with the purchase of vehicle, office equipment and field equipment under $10,000 per unit used for the purpose of delivery of program services. Purchases must follow all federal and state rules and regulations governing LIHEAP pertaining to procurement standards.

Mobile or Manufactured Home: A manufactured home regulated by the California Department of Housing and Community Development (HCD) that is built on a trailer chassis and designed for highway delivery to a permanent location, and it can be a single-, double-, or triple-wide home. To receive weatherization services under a CSD program, a mobile home must be a permanent, full-time residential dwelling, with a floor area of at least 330 square feet.

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Modified Dwelling Assessment: The process used to evaluate the limited service needs of an eligible dwelling that has been previously weatherized under the DOE or LIHEAP weatherization programs. The assessment is limited in scope and does not encompass a re-assessment of the entire dwelling unless measures have exceeded their useful life under LIHEAP. Assessments limited to ECIP EHCS work on dwellings not receiving weatherization services are to be included in the cost of the ECIP measure. An assessment shall be performed by qualified individuals possessing the required skill and training needed to perform assessment activities.

Modification: An immaterial change to this Contract that does not require an Amendment.

Multi-Unit Dwellings (MUD) also known as Multi-Family Buildings (MFB): Defined as residential dwelling structures containing more than one residential unit within a single building, including: duplexes, triplexes, fourplexes, and multi-unit apartments. For purposes of travel reimbursement to Contractors and shell leakage testing, Multi-Unit Dwellings are defined as multi-unit dwellings, e.g., apartments, with five or more attached residential units.

Natural Disaster: A weather event (relating to cold or hot weather), flood, earthquake, tornado, hurricane, or ice storm, or an event meeting such other criteria as the Secretary of Federal Department of Health and Human Service, in the discretion of the Secretary, may determine to be appropriate. For the purpose of the CSD Disaster Relief Plan, emergency services may be provided to low-income individuals and families affected by a natural disaster when the event is declared by a Presidential or Gubernatorial Order as a Federal or State Emergency.

Nonprofit charitable organization: Is defined by the Internal Revenue Code, Section 501(c) (3) (26 USC § 501(c)(3)). Section 501(c) (3) is a tax law provision granting exemption from the federal income tax to nonprofit organizations. 501(c)(3) exemptions may apply to corporations, and any community chest, fund, or foundation, organized and operated exclusively for religious, charitable, scientific, testing for public safety, literary, or educational purposes, or to foster national or international amateur sports competition, or for the prevention of cruelty to children or animals.

Outreach and Its Related Costs: Outreach activities are designed to ensure that eligible households, especially households with elderly and/or disabled individuals with high home energy burdens, are made aware of the assistance available. Costs relating to these activities may include: developing outreach materials (flyer/brochure information packets), advertising costs, printing costs, outreach mailers to targeted households, travel to outreach sites and related facilities, site costs, and the referral of eligible households to assistance providers in the community. Intake and assisting with the completion of an intake form are not considered outreach or a related cost.

Parties: CSD on behalf of the State of California, and the Contractor.

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Pledge: A guarantee of payment or promise to pay made by the Contractor to the Utility Company via phone, fax, e-mail or webservice and guaranteed by CSD.

Pledge Date: The date in which the Contractor contacts the Utility Company via phone, fax, e-mail or webservice to pledge a payment on behalf of the applicant.

Pledge Timeframe: A set length of time, beginning on the date the Contractor makes the pledge and ends after a fixed number of days.

Program: Weatherization, HEAP, ECIP, and Assurance 16 services provided under 42 USC §§ 8621 et seq., as amended.

Program Income: Program income means gross income earned by Contractor that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance except as provided in 45 CFR § 75.307(f). "During the period of performance" is the time between the time in which the CSD may incur new obligation to carry out the work authorized under the award.

Reweatherization: Once a dwelling has been submitted to CSD for reimbursement as a completed unit, any subsequent weatherization services provided to the dwelling shall be considered reweatherization.

Ride-along: A representative of the Contractor who accompanies a designated third-party inspector while performing on-site inspections. CSD requires that, when possible, a ride-along be sufficiently trained to make necessary corrections during inspections, thereby minimizing or eliminating the need for return trips that may inconvenience the client and/or require re-inspection in accordance with the CSD TRM.

Seasonal Farm Worker: A person who during the eligibility determination period (any 12 month period within the 24 month period preceding application for program benefits and/or services) was employed at least 25 days in farm work or earned at least $400 in farm work and who has been primarily employed in farm work on a seasonal basis, without a constant year-round salary. Seasonal farm worker is not a term used in the Contract but is captured for reporting purposes in CSD's Weatherization Database, EARS and Intake Form (CSD 43).

Separate Living Quarters: Living quarters in which the occupant(s) do not live and eat with any other person(s) in the structure, and which have either: (1) direct access from the outside of the building or through a common hall; or (2) complete kitchen facilities for the exclusive use of the occupant(s). The occupant(s) may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements.

Single-Family Dwelling: A dwelling structure containing no more than one dwelling unit. For the purposes of travel reimbursement and shell leakage testing, a single-family dwelling is

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defined as a one-unit, single-family dwelling or a one-unit, single-residential housing dwelling with one to four attached units.

Single Quantity Fixed-Fee Measures: Those weatherization measures with an assigned fixed-fee reimbursement and which limit the maximum quantity of the measure/service to a single item per weatherized dwelling.

State: The State of California Department of Community Services and Development.

Subcontractor: An entity (partnership, corporation, association, agency, or individual) that enters into a separate contract or agreement with Contractor to fulfill direct program or administrative tasks in support of this Contract.

Subcontract: A separate contract or agreement entered into by and between Contractor and Subcontractor to fulfill direct program or administrative tasks in support of this Contract.

Useful Life: Useful life means the length of time a Weatherization or ECIP HCS measure is expected to be useable.

Utility Assistance Funding: The portion of LIHEAP funding used to provide utility assistance services under ECIP Fast Track and HEAP Electric and Gas. These funds are administered by Contractor but paid to eligible clients – or to utility companies on the client's behalf – by CSD from Contractor's allocated amount of funding.

Vendor: An individual, sole proprietorship, firm, partnership, corporation, or any other business venture from which materials and goods are supplied and purchased.

Vulnerable Populations: Young children (ages 5 years or under), disabled, and elderly persons (ages 60 or older).

Weatherization Training and Its Related Costs: Costs associated with the training of personnel or subcontractors as specified in Article 9.1 of this Contract. Training may also include internal Contractor training, and attendance at weatherization-related training to include system training or other forms of weatherization training sponsored by DOE, CSD, and/or other organizations. Related costs may include salary/wages, materials, fees and travel. Excludes incurred costs associated with participation and attendance at policy advisory committee meetings and workgroups.

Workers' Compensation: Insurance that covers medical and rehabilitation costs and lost wages for employees injured at work. Workers' compensation shall mean those actual costs associated with workers' compensation coverage for program staff whose salaries and wages are chargeable under program costs.

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## SUBVENTION CONTRACT

## ARTICLE 14 - TABLE OF FORMS AND DOCUMENTS INCORPORATED BY REFERNCE

The following forms and documents are available on the CSD Local Agencies Portal at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx.

14.1 Forms to be returned with signed contract:

14.1.1 Certification Regarding Lobbying/Disclosure of Lobbying Activities;

14.1.2 Agency Staff and Board Roster (CSD 188);

14.1.3 Federal Funding Accountability and Transparency Act Report (CSD 279);

14.1.4 2022 LIHEAP Production Plan (CSD 622);

14.1.5 Agency Local Plan; and

14.1.6 Public Website Update Form (CSD Form 251).

14.2 The following documents are hereby incorporated by this reference:

14.2.1 2022 LIHEAP Numbers, Contractors, and Service Territories;

14.2.2 Agency Local Plan;

14.2.3 State Administrative Manual Section 5300 at http://sam.dgs.ca.gov/TOC/5300.aspx;

14.2.4 Reimbursement Rates for Weatherization and EHCS Activities;

14.2.5 State Information Management Manual at http://www.cio.ca.gov/Government/IT_Policy/SIMM.html;

14.2.6 Supplemental Audit Guide;

14.2.7 Training Requirements Matrix; and

14.2.8 Direct Pay Utility Pledge Timeframe.

14.3 The following CPA's and CPN's are hereby incorporated by reference:

14.3.1 CPA-A-12-01 Program Procedure Guidance with NCB Procurement Worksheet;

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14.3.2 CPA-E-18-005 Expenditure Reconciliation Policy and Procedure;

14.3.3 CPN-A-17-01 Equipment Use and Disposition Requirements;

14.3.4 CPN-A-18-01 Program Income;

14.3.5 CPN-E-19-001 Working Capital Advance;

14.3.6 CPN-E-19-002 Energy Reimbursement Policies and Procedures;

14.3.7 CPN-E-20-01 SWEATS Policy;

14.3.8 CPA-E-20-01 COVID-19 Guidance and Program Relief

14.3.8.1 CPA-E-20-01E Guidance and Program Relief for LSPs Impacted by COVID-19

14.3.9 CPA-A-20-02 Administrative Relief from Loss of Operations Due to COVID-19 Crisis

14.3.10 CPN-E-20-02 PSPS Emergency Preparedness Pilot Policy;

14.3.10.1 CPN-E-20-02E PSPS Emergency Preparedness Pilot Policy Errata

14.3.10.2 CPN-E-20-02M PSPS Emergency Preparedness Pilot Policy

14.3.10.3 CPN-E-20-02M2 PSPS Emergency Preparedness Pilot Policy Modification

14.3.11. CPN-E-20-03E7 Payment of Wages and Benefits COVID-19 Errata 7

14.3.12 CPN-E-20-05 Transferring Funds

14.3.13 CPA-E-20-09 Raising Procurement Levels

14.3.14 CPA-E-21-01 Technical Reference Manual Transition

14.3.15 CPA-E-21-02 Revised Weatherization Forms Implementation

14.3.15.1 CPA-E-21-02E Revised Weatherization Form Implementation

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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT - AMENDMENT**

STD. 213A (Rev. 10/2019) CSD Rev (12/2019)

| AGREEMENT NUMBER | AMENDMENT NUMBER | PURCHASING AUTHORITY NUMBER (if applicable) |
|---|---|---|
| 22B-4021 | 3 | |

1. This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY NAME
**Department of Community Services and Development**

CONTRACTOR NAME
**County of Mariposa**

2. The term of this Agreement is : November 1, 2021 through December 31, 2023

3. The maximum amount of this Agreement is: Total $958,000.00

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

i. The Contractor's name changed from Mariposa County Human Services Department to County of Mariposa.

All other terms and conditions shall remain the same.

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**CONTRACTOR**

CONTRACTOR NAME *(If other than an individual, state whether a corporation, partnership, etc.)*
**County of Mariposa**

CONTRACTOR BUSINESS ADDRESS, CITY, STATE ZIP
P.O. Box 99, Mariposa, CA 95338

| PRINTED NAME OF PERSON SIGNING | TITLE |
|---|---|
| | |
| CONTRACTOR AUTHORIZED SIGNATURE | DATE SIGNED |
| | |

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME
**Department of Community Services and Development**

| CONTRACTING AGENCY ADDRESS | CITY | STATE | ZIP |
|---|---|---|---|
| **2389 Gateway Oaks Drive, Suite 100** | **Sacramento** | **CA** | **95833** |

| PRINTED NAME OF PERSON SIGNING | TITLE |
|---|---|
| **Chris Vail** | **Chief Financial Officer** |
| CONTRACTING AGENCY AUTHORIZED SIGNATURE | DATE SIGNED |
| | |

**CALIFORNIA Department of General Services Use Only**

**I hereby certify that all conditions for exemption have been complied with, and the document is exempt from the Department of General Services approval.**

☐ Exempt per _____

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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

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**CONTRACTOR**

CONTRACTOR NAME *(If other than an individual, state whether a corporation, partnership, etc.)*
**County of Mariposa**

CONTRACTOR BUSINESS ADDRESS, CITY, STATE ZIP
P.O. Box 99, Mariposa, CA 95338

PRINTED NAME OF PERSON SIGNING | TITLE

CONTRACTOR AUTHORIZED SIGNATURE | DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME
**Department of Community Services and Development**

| CONTRACTING AGENCY ADDRESS | CITY | STATE | ZIP |
|---|---|---|---|
| **2389 Gateway Oaks Drive, Suite 100** | **Sacramento** | **CA** | **95833** |

PRINTED NAME OF PERSON SIGNING: **Chris Vail** | TITLE: **Chief Financial Officer**

CONTRACTING AGENCY AUTHORIZED SIGNATURE | DATE SIGNED

**CALIFORNIA Department of General Services Use Only**

**I hereby certify that all conditions for exemption have been complied with, and the document is exempt from the Department of General Services approval.**

☐ Exempt per _____

# MARIPOSA COUNTY

Board of Supervisors

**RESOLUTION - ACTION REQUESTED 2023-404**

MEETING: August 1, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve Grant Agreement with The California Department of Public Health in the Amount of $584,604 for the CalFresh Healthy Living Program (CFHL); and Authorize the Board of Supervisors Chair to Sign the Agreement

---

**RECOMMENDATION AND JUSTIFICATION**

Approve Grant Agreement with The California Department of Public Health in the Amount of $584,604 for the CalFresh Healthy Living Program (CFHL); and Authorize the Board of Supervisors Chair to Sign the Agreement

The focus of the program is upstream public health approaches and individual and organizational health promotion to help the CFHL target audience establish healthy eating habits, a physically active lifestyle, and for primary prevention of disease. The CalFresh Healthy Living program in California offers a comprehensive public health approach that enables partners to work together to prevent obesity and serve California's individuals and families with low incomes. The target audience for CFHL is CFHL-eligible Californians. CFHL-eligible individuals refers to the Supplemental Nutrition Assistance Program-Eduction (SNAP-ED) eligible audience, specifically SNAP participants and other low-income individuals who qualify for SNAP (CalFresh Food) benefits or other means-tested Federal assistance programs. The term "means-tested Federal Assistance programs" is defined as Federal programs that require individuals within the population to have a gross individual or family income at or below 185 percent of the Federal Poverty Level.

The term of the Grant begins on October 1, 2023 and terminates on September 26, 2026. The maximum amount payable under this Grant Agreement shall not exceed the amount of $584,604.00. The total budget authority for this grant includes an additional 20 percent above the FFY 2024-2026 funding allocation projections.

**BACKGROUND AND HISTORY OF BOARD ACTIONS**

The Board of Supervisors does not have a prior history with the California Department of Public Health for this specific purpose.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION**

Non-approval of the Grant Agreement results in forfeiture of $584,600 in funding and poses immense difficulty for Mariposa County Health and Human Services Agency to address the needs of the mentioned target population.

**FINANCIAL IMPACT**

This program will not impact the General Fund.

**ATTACHMENTS**

1. **CDPH Grant Agreement - 2023 through 2026**
2. **04 Exhibit A - Grant Application Forms 23-10325 Mariposa**
3. **05 Exhibit B - Budget Detail and Payment Provisions 23-10325 Mariposa**
4. **06 Exhibit C Standard Grant Conditions 23-10325 Mariposa**
5. **07 1-FFY24-26 CDPH CFHL FAP_LHD Funding Allocation Projections (exhibit d)**
6. **08 Nutrition Education Obesity Program Branch Grantee Information Form**
7. **08A Exhibit E - Additional Provisions 23-10325 Mariposa**
8. **09 Exhibit F Federal Terms & Conditions 23-10325 Mariposa**

**VOTE RESULT**

| | |
|---|---|
| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District I Supervisor Rosemarie Smallcombe |
| **SECONDER:** | District IV Supervisor Wayne Forsythe |
| **AYES:** | District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe |

***NUTRITION EDUCATION AND OBESITY PREVENTION BRANCH***
***SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM-EDUCATION***

**Awarded By**

**THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter "Department"**

**TO**

**Mariposa County Health and Human Services Agency, hereinafter "Grantee"**

**Implementing the "CalFresh Healthy Living Program," hereinafter "Project"**

**GRANT AGREEMENT NUMBER 23–10325**

The Department awards this Grant, and the Grantee accepts and agrees to use the Grant funds as follows:

**AUTHORITY:** The Department has authority to grant funds for the Project Health and Safety Code (HSC), Section 131085(a)(b)

**PURPOSE:** The Department administers a portion of the United States Department of Agriculture (USDA)-funded Supplemental Nutrition Assistance Program – Education (SNAP-Ed), known in California as the CalFresh Healthy Living program (CFHL). The purpose of the Grant is to provide allowable nutrition education and obesity prevention activities and interventions for low-income Californians under the CFHL program. The negative health effects of obesity and resulting chronic diseases, such as heart disease, high blood pressure, diabetes, arthritis, and some forms of cancer, are well-documented. Obesity rates continue to grow and remain high among children, adolescents, and adults. The focus of the project is upstream public health approaches and individual and organizational health promotion to help the CFHL target audience establish healthy eating habits, a physically active lifestyle, and for primary prevention of disease. The CalFresh Healthy Living program in California offers a comprehensive public health approach that enables partners to work together to prevent obesity and serve California's individuals and families with low incomes. The target audience for CFHL is CFHL-eligible Californians. CFHL-eligible individuals refers to the SNAP-Ed eligible audience, specifically SNAP participants and other low-income individuals who qualify for SNAP (CalFresh Food) benefits or other means-tested Federal assistance programs. The term "means-tested Federal Assistance programs" is defined as Federal programs that require the populations, they serve have a gross individual or family income at or below 185 percent of the Federal Poverty Level. There may be additional eligibility requirements to receive these programs, which provide cash and noncash assistance to eligible individuals and families.

**GRANT AMOUNT:** The maximum amount payable under this Grant Agreement shall not exceed the amount of $584,604.00]. The total budget authority for this grant includes an additional 20 percent above the FFY 2024-2026 funding allocation projections. This additional amount provides flexibility for budget allocations and minimizes the administrative burden in the event additional funds become available and are awarded to the Grantee. The maximum amount of this grant does not guarantee that the Grantee will receive this full amount. Funds awarded above the base funding allocation projection amount are contingent upon available funds.

**TERM OF GRANT AGREEMENT:** The term of the Grant shall begin on October 1, 2023 and terminates on September 30, 2026. No funds may be requested or invoiced for services performed or costs incurred after September 30, 2026.

**PROJECT REPRESENTATIVES.** The Project Representatives during the term of this Grant will be:

| **California Department of Public Health** | **Grantee: Mariposa County Health and Human Services Agency** |
|---|---|
| Name: Jorge G. Leal, Contract Manager | Name: Vanessa Cummings, MPH MCHES |
| Address: 1616 Capitol Avenue | Address: 5300 HWY 49N |
| Sacramento, CA 95814 | Mariposa, CA 95338 |
| Phone: 916-322-8888 | Phone: 209-347-6040 |
| E-mail: jorge.leal@cdph.ca.gov | E-mail: vcummings@mariposacounty.org |

Direct all inquiries to the following representatives:

| **California Department of Public Health, Project Officer]** | **Grantee: Mariposa County Health and Human Services Agency** |
|---|---|
| Attention: Eugenio Garcia, Program Officer | Name: Vanessa Cummings, MPH MCHES |
| Address: 1616 Capitol Avenue | Address: 5300 HWY 49N |
| Sacramento, CA 95814 | Mariposa, CA 95338 |
| Phone: 916-449-5331 | Phone: 209-347-6040 |
| E-mail: eugenio.garcia@cdph.ca.gov | E-mail: vcummings@mariposacounty.org |

All payments from CDPH to the Grantee; shall be sent to the following address:

| Remittance Address |
|---|
| **Grantee: Mariposa County Health and Human Services Agency** |
| Attention: Diane Robarge, Administrative Analyst |
| Address: Post Office Box 99, Mariposa, CA 95338 |
| Phone: (209) 742-0953 |
| E-mail: drobarge@mariposacounty.org |

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party. Said changes shall not require an amendment to this agreement but must be maintained as supporting documentation. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form and the STD 205 Payee Data Supplement, which can be requested through the CDPH Project Representatives for processing.

**STANDARD GRANT PROVISIONS.** The Grantee must adhere to all Exhibits listed and any subsequent revisions. The following Exhibits are attached hereto or attached by reference and made a part of this Grant Agreement:

Exhibit A GRANT APPLICATION FORMS (Response from applicant)

Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS

Exhibit C STANDARD GRANT CONDITIONS

Exhibit D FEDERAL FISCAL YEAR 2024-2026 FUNDING APPLICATION PACKAGE – Including all the requirements and attachments contained therein

Exhibit E ADDITIONAL PROVISIONS

Exhibit F FEDERAL TERMS AND CONDITIONS

**GRANTEE REPRESENTATIONS**: The Grantee(s) accepts all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its subgrantee's to comply with all applicable laws, policies, and regulations.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: _____

Miles Menetrey, Chair
Mariposa County Board of Supervisors
Post Office Box 99
Mariposa, CA 95338

Date: _____

Maksim Lyulkin, Chief
Fiscal Services Unit
California Department of Public Health
1616 Capitol Avenue, Suite 74.262
P.O. Box 997377, MS 1800- 1804
Sacramento, CA 95899-7377

**California Department of Public Health**

**CalFresh Healthy Living (CFHL) Funding Application**

**Federal Fiscal Years 2024 – 2026 (October 1, 2023 – September 30, 2026)**

**Submit this form by 4:00 pm December 30, 2022 to:**

Email: neopbfiscalrequest@cdph.ca.gov
Attn: Ashley Nubla
CDPH CalFresh Healthy Living

Please include your county/agency name and "Letter of Intent" in the subject line of your email.

**Please complete the fields below for your Agency:**

Project Representative: Vanessa Cummings MPH, MCHES

Title: Public Health Educator /CFHL LIA Project Director

Agency: Mariposa County Health and Human Services Agency

Address: 5300 Highway 49N Mariposa, CA 95338

Telephone: 209-966-3689

Email: vcummings@mariposacounty.org

**Please check the appropriate box that applies to your Agency:**

| | Question | Check Box |
|---|---|---|
| 1. | Our Agency intends to participate in the CFHL program for FFY24-26 | ☑ |
| 2. | Our Agency intends to participate in the CFHL program for FFY24-26 and designate the following agency to participate on our behalf: | ☐ |
| 3. | Our Agency does not intend to participate in the CFHL program for FFY24-26 | ☐ |
| 4. | Other, please explain: | ☐ |

**Please check the appropriate box(es) that applies to your funding allocation. Check/complete only one box for each row.**

| | FFY | FFY 2023 Allocation | FFY 2024 Allocation | Other amount between FFY 23 and 24 allocations (specify amount below) |
|---|---|---|---|---|
| 1. | For FFY 2024, our Agency accepts and intends to use the following award selection | ☐ | ☑ | |
| 2. | For FFY 2025, our Agency accepts and intends to use the following award selection | ☐ | ☑ | |
| 3. | For FFY 2026, our Agency accepts and intends to use the following award selection | ☐ | ☑ | |

NOTE: Funding allocations are projections and are contingent upon the funding amount CDPH receives each year. Local health departments or their designee are expected to spend 90 percent of their funding allocation each year.

**Please complete the fields below in order to expedite processing of your State agreement:**

| | Question | Answer |
|---|---|---|
| 1. | Does your Agency require a board resolution for a new contract? | Yes |
| 2. | When are your scheduled board meeting dates between February and September 2023? | Weekly on Tuesdays, 9am. 2/7/23, 2/14/23, 2/21/23, 2/28/23, 3/7/23, 3/14/23, 3/21/23, etc. |
| 3. | Does your Agency require the contract be in hand to get on the Agenda? | Yes |
| 4. | When do you need the contract? (i.e., two weeks before, one month before, etc.) | At least one month before. |

**By signing below, your Agency agrees to prepare the required contract documents for this funding application.**

12/7/2022

**Signature of Project Director or Designee** **Date**

**Printed Name:** Vanessa Cummings, MPH, MCHES

## FFY 2024-2026 CDPH CFHL LHD Programmatic Projections Form

Complete and submit the Programmatic Projections Form to CDPH CFHL by email to both your Project Officer and neopbfiscalrequest@cdph.ca.gov by January 31, 2023. Please include your county name and "Programmatic Projections Form" in the subject line of your email.

| | |
|---|---|
| County Name: | Mariposa County - LIA |
| Funded amount: (Based on FFY 2024 CDPH CFHL LHD Funding Projections) | $162,390 / FFY |
| Grant #: (To be completed by CDPH CFHL) | |

Complete the following tables based on the CDPH CFHL LHD Funding Tiers found in the CDPH CFHL Federal Fiscal Year 2024-2026 Funding Application Package (Table 1),and based on the CFHL Integrated Work Plan (IWP) Blueprint Packet Settings and Strategies table.

| Funding Tier | Total number of Settings selected | Total number of PSE Strategies selected | Total number of PSE Levels selected |
|---|---|---|---|
| 1 | 2 | 5 | 2 |

| | |
|---|---|
| Required **Priority PSE Setting(s)**: | LEARN - Schools (K-12, Elementary, Middle, High) |
| PSE Strategy name(s): | Nutrition Standards, Behavioral Economics, Active Transportation, Daily Quality Physical Activity, Access to Physical Activity Opportunities, Access to Healthy Food |
| PSE Level(s): | 1 (Site) & 2 (Organizational) |

| | |
|---|---|
| Name of 2nd Setting (if applicable): | SHOP - Farmer's Markets |
| PSE Strategy name(s): | Behavioral Economics, Active Transportation, Increasing Access to and Utilization of Farmer's Markets, Improving Existing Markets |
| PSE Level(s): | 1 (Site) |

**FFY 2024-2026 CDPH CFHL LHD Programmatic Projections Form**

| | |
|---|---|
| Name of 3rd Setting (if applicable): | |
| PSE Strategy name(s): | |
| PSE Level(s): | |

| | |
|---|---|
| Name of 4th Setting (if applicable): | |
| PSE Strategy name(s): | |
| PSE Level(s): | |

| | |
|---|---|
| Name of 5th Setting (if applicable): | |
| PSE Strategy name(s): | |
| PSE Level(s): | |

| | |
|---|---|
| List additional Program Activity Settings where direct education will be the only activity taking place (if applicable: | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

# California Department of Public Health
# CalFresh Healthy Living
# Grantee Information Form

## Organization

This is the information that will appear on your grant agreement cover.

Federal Tax ID # 94-6000-880 Contract/Grant # TBD

Name: Mariposa County Health and Human Services Agency

Mailing Address: Post Office Box 99

Street Address (If Different):

County: Mariposa, CA 95338

Phone: 209-966-2000 Fax: 209-966-8251

Website: www.mariposacounty.org

## Grant Signatory

The ***Grant Signatory*** has authority to sign the grant agreement cover.

Name: Joe Lynch

Title: Director, Health and Human Services Agency

***If address is the same as above, check this box*** ☒

Mailing Address:

Street Address (If Different):

Phone: 209-966-2000 Fax: 209-966-8251

Email: jlynch@mariposacounty.org

## Project Director

The ***Project Director*** is responsible for the day-to-day activities of project implementation and seeing that all grant requirements are met. This person will be in contact with State CFHL staff, will receive all programmatic and budgetary information for the project, and will be responsible for the proper dissemination of program information.

Name: Vanessa Cummings, MPH MCHES

Title: Public Health Educator

***If address is the same as above, check this box*** ☐

Mailing Address: 5300 HWY 49N Mariposa, CA 95338

Street Address (If Different):

Phone: 209-347-6040 Fax:

Email: VCUMMINGS@MARIPOSACOUNTY.ORG

# California Department of Public Health
# CalFresh Healthy Living
# Grantee Information Form

**Fiscal Contact**

The ***Fiscal Contact*** prepares invoices, maintains fiscal documentation, serves as the primary contact for all related questions, and has signature authority for invoices and all fiscal documentation. All payments are sent to the attention of this person at the designated address.

Name: Diane Robarge
Title: Administrative Analyst
***If address is the same as above, check this box*** ☒
Mailing Address: Post Office Box 99
Street Address (If Different): 5362 Lemee Lane, Mariposa, CA 95338
Phone: (209) 742-0953 Fax: (209) 966-8251
Email: drobarge@mariposacounty.org

**Other Contact**

Contact description:

Name: Diane Robarge
Title: Administrative Analyst
***If address is the same as above, check this box*** ☐
Mailing Address: Post Office Box 99
Street Address (If Different): 5362 Lemee Lane, Mariposa, CA 95338
Phone: (209) 742-0953 Fax: (209) 966-8251
Email: drobarge@mariposacounty.org

**California Department of Public Health**
**CalFresh Healthy Living**
**Non-Disparagement Certification and Agreement not to distribute Manufacturer's or Store (cents off) Coupons**

We certify that Mariposa County Health Dept. (LIA) will not use nutrition education materials, resources and/or curriculum in our Supplemental Nutrition Assistance Program Education (SNAP-Ed) interventions that have messages that convey negative written, visual or verbal expressions about any specific brand of food, beverage, or commodity or that are not consistent with the latest version of the *Dietary Guidelines for Americans*. Such messaging about specific brands is not an acceptable part of the FFY 2023 SNAP-Ed Plan Guidance, pg. 10. We also agree not to distribute manufacturer's or store (cents off) coupons during SNAP-Ed classes or events as per the FFY 2023 SNAP-Ed Plan Guidance, pg. 106.

☑ **By checking this box, you are certifying that the Non-Disparagement Certification and Agreement not to distribute Manufacturer's or Store (cents off) Coupons is not applicable to your Agency.**

**Certified By:**

Vanessa Cummings, MPH MCHES - Public Health Educator

**CFHL Project Director Name & Title**

Vanessa C mph mches 02/06/23

**CFHL Project Director Signature** **Date**

Sydney Forga, Deputy Director of Public Health

**Supervisor Name & Title**

Mariposa County Health and Human Services Agency

**Agency Name**

**Exhibit B**
Budget Detail and Payment Provisions

## 1. Invoicing and Payment

**A.** Upon completion of project activities as provided in Exhibit A Grant Application / Attachment 1 Grantee Written Modification, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the total amount of this agreement.

**B.** Invoices shall include the Grant Number and shall be submitted not more frequently than monthly in arrears to:

Jorge G. Leal, Contract Manager
California Department of Public Health
Nutrition Education and Obesity Prevention Branch
neopbfiscalrequest@cdph.ca.gov

**C.** Invoices shall:

1) Be submitted no more than thirty (30) calendar days following the last day of the reporting period, with a fifteen (15)-day grace period (45 days total).
2) Be prepared on Grantee letterhead. If invoices are not on produced letterhead, invoices must be signed by an authorized official, employee, or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
3) Bear the Grantee's name as shown on the Grant.
4) Identify the billing and/or performance period covered by the invoice.
5) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

**D.** Amount awarded under this Grant amount is identified in the CDPH 1229 Grant Agreement.

## 2. Budget Contingency Clause

**A**. 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 Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.

**B.** 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 Grantee to reflect the reduced amount.

**Exhibit B**
Budget Detail and Payment Provisions

## 3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

## 4. Amounts Payable

**A.** The amounts payable under this Grant shall not exceed $584,604.00.

**B.** Payment Allocations shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are fulfilled and / or goods are received.

## 5. Timely Submission of Final Invoice

**A.** A final undisputed invoice shall be submitted for payment no more than forty-five (45) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked “Final Invoice”, indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.

**B.** The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

## 6. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (Cal HR). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the State of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

# EXHIBIT C

## STANDARD GRANT CONDITIONS

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained

2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.

3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.

4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.

5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.

6. **INDEMNIFICATION**: Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.

7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.

8. **GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

9. **INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.

10. **INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.

11. **MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.

12. **NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.

13. **NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.

14. **PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.

15. **RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).

    A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
    B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
    C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
    D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
    E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.

16. **RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

**17. RIGHTS IN DATA:** Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

**18. VENUE: (This provision does not apply to Local Governmental Entities)**

The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

**19. STATE-FUNDED RESEARCH GRANTS:**

A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).

B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):

1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.

2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.

3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

4) For publications other than those described inparagraph B.3 above,, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

**California Department of Public Health**
**CalFresh Healthy Living**
**Federal Fiscal Year 2024-2026 Funding Allocation Projections**

| Health Jurisdiction | Proportional Share of SNAP-Ed Eligible Population | Proposed FFY 2024 Allocation | Current (FFY 23) Allocation |
|---|---|---|---|
| Alameda County | 2.60% | $1,372,554 | $1,343,654 |
| Alpine County | 0.00% | $162,390 | $150,000 |
| Amador County | 0.07% | $162,390 | $150,000 |
| Berkeley City, CA | 0.28% | $162,390 | $161,207 |
| Butte County | 0.75% | $392,781 | $347,529 |
| Calaveras County | 0.12% | $162,390 | $150,000 |
| Colusa County | 0.07% | $162,390 | $150,000 |
| Contra Costa County | 1.92% | $1,011,499 | $940,191 |
| Del Norte County | 0.09% | $162,390 | $150,000 |
| El Dorado County | 0.32% | $170,157 | $159,375 |
| Fresno County | 3.77% | $1,985,980 | $1,786,482 |
| Glenn County | 0.09% | $162,390 | $150,000 |
| Humboldt County | 0.48% | $250,906 | $215,058 |
| Imperial County | 0.72% | $377,760 | $309,894 |
| Inyo County | 0.04% | $162,390 | $150,000 |
| Kern County | 3.46% | $1,824,793 | $1,491,998 |
| Kings County | 0.49% | $257,505 | $237,633 |
| Lake County | 0.22% | $162,390 | $150,000 |
| Lassen County | 0.06% | $162,390 | $150,000 |
| Long Beach, CA | 1.41% | $859,392 | $859,392 |
| Los Angeles County | 27.23% | $14,354,545 | $13,274,899 |
| Madera County | 0.55% | $290,376 | $265,759 |
| Marin County | 0.37% | $197,604 | $168,639 |
| Mariposa County | 0.05% | $162,390 | $150,000 |
| Mendocino County | 0.29% | $162,390 | $150,000 |
| Merced County | 1.03% | $544,147 | $506,249 |
| Modoc County | 0.03% | $162,390 | $150,000 |
| Mono County | 0.03% | $162,390 | $150,000 |
| Monterey County | 1.20% | $632,467 | $619,343 |
| Napa County | 0.24% | $162,390 | $150,000 |
| Nevada County | 0.22% | $162,390 | $150,000 |
| Orange County | 6.66% | $3,512,769 | $3,275,088 |
| Pasadena, CA | 0.35% | $249,595 | $249,595 |
| Placer County | 0.55% | $291,613 | $276,519 |
| Plumas County | 0.05% | $162,390 | $150,000 |
| Riverside County | 6.67% | $3,516,677 | $3,163,407 |
| Sacramento County | 4.19% | $2,207,438 | $1,984,699 |
| San Benito County | 0.13% | $162,390 | $150,000 |
| San Bernardino County | 6.56% | $3,458,078 | $3,123,272 |
| San Diego County | 7.44% | $3,920,698 | $3,704,059 |
| San Francisco County | 1.59% | $836,772 | $803,720 |
| San Joaquin County | 2.15% | $1,133,937 | $1,039,164 |
| San Luis Obispo County | 0.58% | $304,777 | $288,215 |
| San Mateo County | 1.02% | $536,346 | $533,403 |
| Santa Barbara County | 1.18% | $623,150 | $562,655 |
| Santa Clara County | 2.75% | $1,464,508 | $1,464,508 |
| Santa Cruz County | 0.60% | $316,785 | $305,640 |
| Shasta County | 0.53% | $279,218 | $254,495 |
| Sierra County | 0.00% | $162,390 | $0 |
| Siskiyou County | 0.15% | $162,390 | $150,000 |
| Solano County | 0.83% | $437,254 | $399,000 |
| Sonoma County | 0.91% | $509,427 | $509,427 |
| Stanislaus County | 1.70% | $895,208 | $814,595 |
| Sutter County | 0.29% | $162,390 | $150,000 |
| Tehama County | 0.23% | $162,390 | $150,000 |
| Trinity County | 0.05% | $162,390 | $150,000 |
| Tulare County | 1.93% | $1,018,959 | $918,742 |
| Tuolumne County | 0.11% | $162,390 | $150,000 |
| Ventura County | 1.73% | $912,824 | $819,273 |
| Yolo County | 0.62% | $328,524 | $283,399 |
| Yuba County | 0.24% | $162,390 | $150,000 |

# California Department of Public Health
# CalFresh Healthy Living
# Grantee Information Form

| | |
|---|---|
| **Organization** | This is the information that will appear on your grant agreement cover. |
| | Federal Tax ID # _____ Contract/Grant # _____<br>Name _____<br>Mailing Address _____<br>Street Address (If Different) _____<br>County _____<br>Phone _____ Fax _____<br>Website _____ |
| **Grant Signatory** | The ***Grant Signatory*** has authority to sign the grant agreement cover. |
| | Name _____<br>Title _____<br>***If address is the same as above, check this box*** ☐<br>Mailing Address _____<br>Street Address (If Different) _____<br>Phone _____ Fax _____<br>Email _____ |
| **Project Director** | The ***Project Director*** is responsible for the day-to-day activities of project implementation and seeing that all grant requirements are met. This person will be in contact with State CFHL staff, will receive all programmatic and budgetary information for the project, and will be responsible for the proper dissemination of program information. |
| | Name _____<br>Title _____<br>***If address is the same as above, check this box*** ☐<br>Mailing Address _____<br>Street Address (If Different) _____<br>Phone _____ Fax _____<br>Email _____ |

Exhibit E
Additional Provisions

## 1. Additional Incorporated Documents

**A.** The following documents and any subsequent updates are not attached but are incorporated herein and made a part hereof by this reference. CDPH will maintain on file, all documents referenced herein and any subsequent updates, as required by program directives. CDPH shall provide the Contractor with copies of said documents and any periodic updates thereto, under separate cover.

1) Administrative Guidelines Manual
2) LHD Program Letters: https://www.cdph.ca.gov/Programs/CCDPHP/DCDIC/NEOPB/Pages/LHDProgramLetters.aspx
3) SNAP-Ed Plan Guidance and Templates: https://snaped.fns.usda.gov/program-administration/guidance-and-templates

## 2. Cancellation / Termination

**A.** This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.

**B.** CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.

**C.** The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:

1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.
3) Failure to adhere to the funding application parameters and or submitted plans to address the application deliverables.
4) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.

**D.** Grant termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.

**E.** In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and

expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.

**F.** In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.

**G.** The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.

**H.** Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:

1) Place no further order or subgrants for materials, services, or facilities.
2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.
3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.

**I.** CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

3. **Avoidance of Conflicts of Interest by Grantee**

**A.** CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.

**B.** Conflicts of interest include, but are not limited to:

Exhibit E
Additional Provisions

1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.
2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

**C.** If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

4. **Dispute Resolution Process**

**A.** A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.

1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.
2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which

Exhibit E
Additional Provisions

the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.

**B.** If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

**C.** Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.

**D.** Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.

**E.** There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

5. **Executive Order N-6-22 - Economic Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Prior to awarding and executing grant, the State shall conduct its due diligence to determine if the proposed awardee is a named individual or entity on federal and any state Economic Sanctions lists. If the proposed awardee is listed, the State shall refrain from entering into the Grant. Resources for locating names of sanctioned individuals and entities are available on the DGS Office of Legal Services' webpage: Ukraine-Russia (ca.gov).

Exhibit E
Additional Provisions

If this Agreement is valued at $5 million or more, upon execution the State will send a separate notification outlining additional requirements specified under the EO. Compliance with this Economic Sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctionsprograms-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of this Agreement.

**Mariposa County Health and Human Services Agency**
23-10325]

**Exhibit F**
**Federal Terms and Conditions**

*(For Federally Funded Grant Agreements)*

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

**Index of Special Terms and Conditions**


1. Federal Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions
7. Human Subjects Use Requirments
8. Audit and Record Retention
9. Federal Requirements

## 1. Federal Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

b. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

## 2. Federal Equal Opportunity Requirements

(Applicable to all federally funded grants entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

a. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Grantee will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Grantee's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

b. The Grantee will, in all solicitations or advancements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment

without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Grantee's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Grantee will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,‘ and as supplemented by regulation at 41 CFR part 60, “Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Grantee will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,‘ and as supplemented by regulation at 41 CFR part 60, “Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Grantee's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Grantee may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,‘ and as supplemented by regulation at 41 CFR part 60, “Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Grantee will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,‘ and as supplemented by regulation at 41 CFR part 60, “Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subgrantee or vendor. The Grantee will take such action with

respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Grantee becomes involved in, or is threatened with litigation by a subgrantee or vendor as a result of such direction by CDPH, the Grantee may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

**3. Debarment and Suspension Certification**

a. By signing this Grant, the Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.

b. By signing this Grant, the Grantee certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b (2) herein; and

(4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

(6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Grantee is unable to certify to any of the statements in this certification, the Grantee shall submit an explanation to the CDPH Program Contract Manager.

d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

e. If the Grantee knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

**4. Covenant Against Contingent Fees**

The Grantee warrants that no person or selling agency has been employed or retained to solicit/secure this Grant upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Grantee for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Grant without liability or in its discretion to deduct from the Grant price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

**5. Lobbying Restrictions and Disclosure Certification**

(Applicable to federally funded grants in excess of $100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

(1) Each person (or recipient) who requests or receives a grant, subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

(2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a grant or any extension or amendment of that grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

(3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a (2) herein. An event that materially affects the accuracy of the information reported includes:

(a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

(b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

(c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

(4) Each person (or recipient) who requests or receives from a person referred to in

Paragraph a(1) of this provision a grant or subgrant exceeding $100,000 at any tier under a grant shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

6. **Additional Restrictions**

Grantee shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

"SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.
(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control."

## 7. Human Subjects Use Requirements

(Applicable only to federally funded agreements in which performance, directly or through a subgrantee/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Grantee agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

## 8. Audit and Record Retention

(Applicable to agreements in excess of $10,000.)

a. The Grantee shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

b. The Grantee's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.

c. Grantee agrees that CDPH, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subgrantee related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).

d. The Grantee shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

   (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

   (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

f. The Grantee may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to electoronic data storage device. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Grantee and/or Subgrantee must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records.

## 9. Federal Requirements

Grantee agrees to comply with and shall require all subgrantee's, if any, to comply with all applicable Federal requirements including but not limited to the United States Code, the Code of Federal Regulations, the Funding Opportunity Announcement, the Notice of Award, the funding agreement, and any memoranda or letter regarding the applicable Federal requirements.

**Attachment 1**

**STATE OF CALIFORNIA**
**CALIFORNIA DEPARTMENT OF PUBLIC HEALTH**

## CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, “Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subGrantees, subgrants, and contracts under grants and cooperative agreements) of $100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

| | |
|---|---|
| Mariposa County Health and Human Services Agency | |
| Name of Grantee | Printed Name of Person Signing for Grantee |
| 23-10325 | |
| Contract / Grant Number | Signature of Person Signing for Grantee |
| | |
| Date | Title |

After execution by or on behalf of Grantee, please return to:

California Department of Public Health
Nutrition Education and Obesity Prevention Branch
P.O. Box 997377, MS 7204
Sacramento, CA 95899-7377
Attn: Jorge G. Leal, Grant Manager

CDPH reserves the right to notifiy the Grantee in writing of an alternate submission address.

## Attachment 2

## CERTIFICATION REGARDING LOBBYING

Approved by OMB Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 13520348-0046
(See reverse for public burden disclosure)

| 1. Type of Federal Action:<br>[ ] a. contract<br>b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance | 2. Status of Federal Action:<br>[ ] a. bid/offer/application<br>b. initial award<br>c. post-award | 3. Report Type:<br>[ ] a. initial filing<br>b. material change<br>For Material Change Only:<br>Year _____ quarter _____<br>date of last report _____. |
|---|---|---|

| 4. Name and Address of Reporting Entity:<br>☐ Prime ☐ Subawardee<br>Tier ___, if known: | 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: |
|---|---|
| 6. Federal Department/Agency | 7. Federal Program Name/Description: |
| 8. Federal Action Number, if known: | 9. Award Amount, if known: |
| 10.a. Name and Address of Lobbying Registrant<br>*(If individual, last name, first name, MI)*: | b. Individuals Performing Services *(including address if different from 10a.*<br>*(Last name, First name, MI):* |
| 11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than $100,000 for each such failure. | Signature: _____<br>Print Name: _____<br>Title: _____<br>Telephone No.: Date: |

| **Federal Use Only** | Authorized for Local Reproduction<br>Standard Form-LLL (Rev. 7-97) |
|---|---|

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

# MARIPOSA COUNTY

Board of Supervisors

**RESOLUTION - ACTION REQUESTED 2023-405**

MEETING: August 1, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve First Amendment to the Agreement with Sequoia Psychiatric Treatment Center Increasing the Amount of the Agreement by $100,000 for A New Amount Not to Exceed $300,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

---

**RECOMMENDATION AND JUSTIFICATION**

Approve First Amendment to the Agreement with Sequoia Psychiatric Treatment Center Increasing the Amount of the Agreement by $100,000 for A New Amount Not to Exceed $300,000; and Authorize the Board of Supervisors Chair to Sign the Amendment.

The County does not operate inpatient mental health rehabilitation facilities and therefore contracts for such placements. Multiple agreements are necessary to meet the potential need for mental health emergency services because beds are in short supply throughout California. During the term of this agreement, the requirement for services proved to be greater than anticipated and has resulted in the requested resolution.

**BACKGROUND AND HISTORY OF BOARD ACTIONS**

The most recent agreement with Sequoia Psychiatric Treatment Center was approved by the Board of Supervisors on June 21, 2022 by Resolution 2022-363.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION**

If this amendment is not approved, HHSA crisis response workers may have greater difficulty in finding placements for Mariposa community members who require emergency psychiatric hospitalization.

**FINANCIAL IMPACT**

There is no impact on the County General Fund.

**ATTACHMENTS**

1. **Sequoia Psychiatric Treatment Center 2023 - Wsignatures - Res. 2022-363 - EXECUTED**
2. **First Amendment - Sequoia Agreement 2023**

**VOTE RESULT**

**RESULT:** **Adopted (UNANIMOUS)**
**MOVER:** District I Supervisor Rosemarie Smallcombe
**SECONDER:** District IV Supervisor Wayne Forsythe

**AYES:** District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

# MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 966-2000

**RESOLUTION - ACTION REQUESTED 2022-363**

MEETING: June 21, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Agreement with Sequoia Psychiatric Treatment Center to Provide Inpatient Services

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**RECOMMENDATION AND JUSTIFICATION:**
Approve an Agreement with Sequoia Psychiatric Treatment Center to provide inpatient mental health rehabilitation services for Mariposa County via the Health and Human Services Agency (HHSA) in an amount not to exceed $200,000; and authorize the Board of Supervisors Chair to sign the Agreement.

The County does not operate inpatient mental health rehabilitation facilities and therefore contracts for such placements. Multiple agreements are necessary to meet the potential need for mental health emergency services because beds are in short supply throughout California.

**BACKGROUND AND HISTORY OF BOARD ACTIONS:**
The current agreement with Sequoia Psychiatric Treatment Center was approved by the Board of Supervisors on June 22, 2021 by Resolution 2021-369.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**
If this agreement is not approved, HHSA crisis response workers may have greater difficulty in finding placements for Mariposa community members who require emergency psychiatric hospitalization.

**FINANCIAL IMPACT:**
**This contract will continue to be paid within the Behavioral Health budget unit. The cost will include the monthly residential rate of $840 plus the daily mental health services rate of $375 per client per day as stated in Exhibit B of the contract. There is no impact to the County General Fund.**

**ATTACHMENTS:**
**Sequoia Agreement 2023 - April 24 2022 (1)(PDF)**

**RESULT:** **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
**MOVER:** Wayne Forsythe, District IV Supervisor
**SECONDER:** Marshall Long, District III Supervisor
**AYES:** Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

REF ID# 13064

# AGREEMENT FOR ADULT PSYCHIATRIC INPATIENT SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 21st day of June, 2022, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Sequoia Psychiatric Treatment Center ("Contractor"), pursuant to the following terms and conditions.

**W I T N E S S E T H:**

## 1. TERM

The term of this Agreement shall commence on July 1, 2022 and terminate on June 30, 2023 unless extended as provided by this Agreement.

## 2. SERVICES

Contractor shall perform adult psychiatric inpatient services as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

## 3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $200,000 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

## 4. INSURANCE

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

(1) Additional Insured Status: County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance with respect to Contractor's negligent performance of the services as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to County.

(7) Verification of Coverage: Contractor shall furnish County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

(9) Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## 5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all negligent or willful acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence or willful acts.

## 6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

## 7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

## 8. STATE AND FEDERAL TAXES

As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

a. County will not withhold FICA (Social Security) from Contractor's payments;
b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
c. County will not withhold state or federal income tax from payment to Contractor;
d. County will not make disability insurance contributions on behalf of Contractor;
**e.** County will not obtain workers' compensation insurance on behalf of Contractor.

## 9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars ($10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

## 10. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of Contractor under this Agreement will be permitted only with the express written consent of County.

## 11. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

**CONTRACTOR:**
Sequoia Psychiatric Treatment Center
1541 Plumas Court
Yuba City, CA 95991

**COUNTY:**
County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338

## 12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws

related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

## 13. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

## 14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

## 15. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

## 16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit B.

B. Either party may terminate this Agreement for convenience upon 30 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

## 17. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

## 18. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any such action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

## 19. CAPTIONS

The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

## 20. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

## 21. MANDATORY AND PERMISSIVE

"Shall" is mandatory. "May" is permissive.

## 22. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

## 23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or

adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

## 24. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

## 25. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

## 26. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to this Agreement shall comply with all requirements of law, including capacity and authority to amend or modify this Agreement.

## 27. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

## 28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other

## 29. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

## 30. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal year covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to such reduction or modification of the County budget, or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF MARIPOSA

75509B12DF3
Rosemarie Smallcombe
ZorroSign

Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR

75509B12E07
ZorroSign

Jeff Payne, Executive Director

COUNTERSIGNED:
*(Government Code §25103)*

75509B12DFD
Daniellewardle
ZorroSign

Keith Williams
Interim Clerk of the Board

APPROVED AS TO FORM:

75509B12DE9
Steven W. Dahlem
ZorroSign

Steven W. Dahlem
County Counsel

Exhibit A
SCOPE OF WORK

Sequoia Psychiatric Treatment Center (SPTC) is a locked, 16-bed Mental Health Rehabilitation Center (MHRC) in Yuba City, California. The facility is licensed and certified by the California Department of Mental Health under the California Code of Regulations, Title 9, Division 1, to provide residential and rehabilitation services. The facility will serve mentally ill adults ages 18 and older who do not require a higher level of acute psychiatric care, but require stabilization of their mental health condition and temporarily require a higher level of care than licensed residential or independent living.

The mission of SPTC is to assist mental health clients to stabilize their mental health condition, optimize their functioning, and help them to transition to a less restrictive level of care. It is expected that referrals will come from two primary sources: higher levels of acute, locked, or other long-term placements, such as state hospitals and IMD's, or from lower levels of supervised or independent living. SPTC also accepts 1370 (IST) clients. SPTC provides a client-driven, clinician supervised rehabilitation program model that will assist the client in identifying, practicing, and implementing those skills necessary to reduce the number of inpatient hospital days and maximize their opportunity to succeed in community-based living arrangements

**Services and Personnel**
CONTRACTOR shall provide psychiatric inpatient services to COUNTY beneficiaries who are authorized for services by COUNTY.

Services shall be provided to beneficiaries of COUNTY in a manner prescribed by the laws of the State of California and in accordance with the rules and regulations of relevant Federal regulations.

All personnel rendering services shall be employed by or under contract with Contractor. They shall be members of Contractor inpatient professional staff. The services shall be provided under the direction of the Contractor Facility Director and shall meet appropriate professional standards.

**Progress Notes and Discharge**
Contractor shall notify County of the proposed discharge date of all persons served under this Agreement.

In a timely manner and as mutually agreed upon, the CONTRACTOR shall provide to the COUNTY "Case Progress Summarization Notes" and a copy of the Discharge Summary for each client including any mental health assessments and diagnosis. Prior to discharge, the CONTRACTOR shall contact the COUNTY's assigned Hospital Liaison by phone, secure email or secure fax for coordination and consultation purposes. Secure fax number is 209 742-0996 and phone is 209 966-2000. Client records shall include enough information for an evaluation of services provided.

**Protected Health Information (PHI)**
CONTRACTOR agrees to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements oflaw and subsequent amendments relating to protected health information, as well as any task or activity contractor performs on behalf of County, to the extent County would be required to comply with such requirements.

CONTRACTOR will train all staff on policies and procedures regarding PHI as necessary and appropriate for them to carry out their functions. Only encrypted PHI as specified in the HIPAASecurity Rule be disclosed via email. Unsecured PHI will not be disclosed via email.

Contractor will comply with all applicable laws pertaining to use and disclosure of PHI includingbut not limited to:
HIPAA / 45 C.F.R. Parts 160 and 164
LPS / W&I Codes Sections 5328-
5328.1545 C.F.R. Part 2
HITECH Act 42. U.S.C. Section 17921
et. seq.CMIA Ca Civil Code 56 through
56.37
Title 9, CCR Section 1810.370(a)(3)

**Security Breaches**
All security breaches will be reported immediately to the Quality Assurance unit and DHCS viaphone, fax, or mail with in 48 hours.(as defined by the HITECH Act)

**Outgoing Patient Policy**

CONTRACTOR agrees to prescribe 30 day supply of required medication to HHSA clients upondischarge from Contractor's facility.

CONTRACTOR shall actively coordinate follow up services with the COUNTY including coordination of the proposed discharge date of all persons served under this Agreement.

CONTRACTOR shall participate in concurrent reviews including phone consultation and provision of current status and progress notes. Failure to participate in concurrent review may result in a determination of not meeting medical necessity and denial of claimed day.

Exhibit B
COST PROPOSAL

Daily Contract Rate for MH Services

$375.00

Monthly Residential Services Fee

$840.00

The above rate and fee may fluctuate up to 10% based on the state approved rates and fees ineffect on the date of service.

**FIRST AMENDMENT TO AGREEMENT FOR ADULT PSYCHIATRIC INPATIENT SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT FOR ADULT PSYCHIATRIC INPATIENT SERVICES, is made and entered into this _____ day of _____20__, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Sequoia Psychiatric Treatment Center, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated June 21, 2022, wherein Contractor agreed to provide adult psychiatric inpatient services; and

WHEREAS, County and Contractor desire to amend said Agreement to change the compensation to be provided to Contractor;

NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph 3, "COMPENSATION," is hereby amended to provide that an additional $100,000 will be added to the original amount of $200,000, making the total compensation paid to Contractor the not to exceed amount of $300,000.

Except as herein amended, the Agreement dated June 21, 2022 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

| COUNTY OF MARIPOSA | CONTRACTOR |
|---|---|
| _____ | _____ |
| Miles Menetrey, Chair<br>Board of Supervisors | Jeff Payne, Executive Director |
| COUNTERSIGNED:<br>*(Government Code §25103)* | APPROVED AS TO FORM: |
| _____ | _____ |
| Danielle Bondshu<br>Clerk of the Board | Steven W. Dahlem<br>County Counsel |

# MARIPOSA COUNTY

Board of Supervisors

**RESOLUTION - ACTION REQUESTED 2023-406**

| | |
|---|---|
| MEETING: | August 1, 2023 |
| TO: | The Board of Supervisors |
| FROM: | Joe Lynch, Director of Health and Human Services |
| RE: | Approve an Agreement with Mountain Mental Health in the Amount of $150,000 for Counseling Services; and Authorize the Board of Supervisors Chair to Sign the Agreement |

---

**RECOMMENDATION AND JUSTIFICATION**

Approve an Agreement with Mountain Mental Health in the Amount of $150,000 for Counseling Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

Mountain Mental Health is a Medi-Cal certified provider and may provide counseling services to clients that have Medicare, Medi-Cal, and/or private insurance.

Medi-Cal clients referred to this contractor may be seen as long as necessary for the purpose of stabilization. Clients seen over a period of time must continue to meet medical necessity as evidenced by a yearly treatment plan update. All records for these referred clients must be kept in the Mariposa County Behavioral Health Electronic Health Record (EHR) system. Case documentation that meets professional standards must be kept in the county EHR system, including acceptable updated assessments, treatment plans and progress notes. Documentation will be monitored by the Behavioral Health Utilization Review Committee. All independent contractors will work under the guidelines established by the Mental Health Services Contract currently in effect between Health and Human Services Agency and the State Department of Health Care Services (DHCS) as outlined in Exhibit A of the contract.

**BACKGROUND AND HISTORY OF BOARD ACTIONS**

The Board of Supervisors approved the most recent agreement on June 7, 2022 through Resolution No. 2022-326.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION**

If the contract is not approved, we may have longer wait times for clients to be served.

**FINANCIAL IMPACT**

There is no impact on the County General Fund.

**ATTACHMENTS**

1. **FY23-24 Mountain Mental Health Agreement**

**VOTE RESULT**

| | |
|---|---|
| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District I Supervisor Rosemarie Smallcombe |
| **SECONDER:** | District IV Supervisor Wayne Forsythe |
| **AYES:** | District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe |

# AGREEMENT FOR COUNSELING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20__, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Mountain Mental Health ("Contractor"), pursuant to the following terms and conditions.

**W I T N E S S E T H:**

## 1. TERM

The term of this Agreement shall commence on July 1, 2023 and terminate on June 30, 2024 unless extended as provided by this Agreement.

## 2. SERVICES

Contractor shall perform counseling services as described in Exhibit A, "Scope of Work," and Exhibit B, "Deficit Reduction Act-Obligations of Duty" which are attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

## 3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $150,000. Contractor's hourly rates are listed in Exhibit C, "Payment Terms and Conditions." County shall pay Contractor within thirty (30) of receipt of an approved invoice.

## 4. INSURANCE

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be three times the required occurrence limit.

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $1,000,000 per occurrence or claim, $5,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

(1) Additional Insured Status: County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to County.

(7) Verification of Coverage: Contractor shall furnish County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

(9) Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## 5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence of willful acts.

## 6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

## 7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

## 8. STATE AND FEDERAL TAXES

As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

a. County will not withhold FICA (Social Security) from Contractor's payments;
b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
c. County will not withhold state or federal income tax from payment to Contractor;
d. County will not make disability insurance contributions on behalf of Contractor;
**e.** County will not obtain workers' compensation insurance on behalf of Contractor.

## 9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make all of its premises, physical facilities, equipment, books, records, documents contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-cal related activities, services and activities furnished under the terms of this contract, or determinations of amounts payable available to County, Department of Health Care Services (DHCS), Centers for Medicare and Medicaid Services (CSM), Health and Human Services (HHS) Inspector General, the United States Comptroller General, their designees, and other authorized federal and state agencies. (42 C.F.R. §438.3(h)). Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. This audit right will exist for 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later. (42.C.F.R. §438.230(c)(3)(iii).) DHCS, CMS, or the HHS Inspector General may inspect, evaluate, and audit the subcontractor at any time if there is a reasonable possibility of fraud or similar risk, then. (42 C.F.R. §438.230(c)(3)(iv).) If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars ($10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

## 10. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of Contractor under this Agreement will be permitted only with the express written consent of County.

## 11. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

| | |
|---|---|
| **CONTRACTOR:** | **COUNTY:** |
| Mountain Mental Health | County of Mariposa |
| 5320 Hwy 49 S. | 5362 Lemee Lane |
| Mariposa, CA 95338 | P.O. Box 99 |
| | Mariposa, CA 95338 |
| | Fax: (209) 742-0996 |

## 12. NONDESCRIMINATION AND COMPLIANCE

Contractor shall comply with all federal, state, and local laws, codes, ordinances, and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Consistent with the requirements of applicable federal law, such as 42 Code of Federal Regulations, part 438.3(d)(3) and (4), and state law, the contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability as prohibited by state or federal law.

Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

## 13. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

## 14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

## 15. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

## 16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit C.

B. Either party may terminate this Agreement for convenience upon 30 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit C.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

## 17. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

## 18. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any such action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

## 19. CAPTIONS

The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

## 20. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

## 21. MANDATORY AND PERMISSIVE

"Shall" is mandatory. "May" is permissive.

## 22. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

## 23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

## 24. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

## 25. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

## 26. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to this Agreement shall comply with all requirements of law, including capacity and authority to amend or modify this Agreement.

## 27. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

## 28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

## 29. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

## 30. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal year covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to such reduction or modification of the County budget, or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

| COUNTY OF MARIPOSA | CONTRACTOR |
| --- | --- |
| _____ | _____ |
| Miles Menetrey, Chair<br>Board of Supervisors | Carol Windsor, Owner<br>Mountain Mental Health |
| COUNTERSIGNED:<br>*(Government Code §25103)* | APPROVED AS TO FORM: |
| _____ | _____ |
| Danielle Bondshu<br>Clerk of the Board | Steven W. Dahlem<br>County Counsel |

Exhibit A
SCOPE OF WORK

**I. Contact Person & Information:**

Mountain Mental Health
Carol Windsor
5320 Hwy 49 S.
Mariposa, CA 95338
559-267-3552

**II. Program Description:**

A. Contractors may provide "covered" services to Medi-Cal clients that are listed under the Specialty Mental Health Services of the Mental Health Plan. Authorized services include:
   1. Initial and annual updated assessments;
   2. Individual Therapy;
   3. Group Therapy;
   4. Family Therapy;
   5. Plan Development;
   6. Case Management;
   7. Crisis Intervention;
   8. Rehabilitation;
   9. Intensive Care Coordination;
   10. Intensive Home Based Services.

B. All clients must meet target population criteria as outlined in the Bronzan-McCorquodale Act. Target population are those who meet Medical Necessity Criteria for Specialty Mental Health Services.
   1. Seriously emotionally disturbed children or adolescents – minors under the age of 18 years who have a mental disorder as identified in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM), other than a primary substance use disorder or developmental disorder, which results in behavior inappropriate to the child's age according to expected developmental norms. Members of this target population shall meet one or more of the following criteria:
      a.) As a result of the mental disorder, the child has substantial impairments in at least two of the following areas: self-care, school functioning, family relationships, or ability to function in the community and either of the following:
         (i) The child is at risk or removal from home or has already been removed from the home.
         (ii) The mental disorder and impairments have been present for more than six months or are likely to continue for more than one year without treatment.
      b.) The child displays one of the following: psychotic features, risk of suicide or risk of violence due to a mental disorder.
      c.) The child has been assessed and determined to have an emotional disturbance.

2. Seriously mentally ill adults – a mental disorder that is severe in degree and persistent in duration, which may cause behavioral functioning which interferes substantially with the primary activities of daily living, and which may result in an inability to maintain stable adjustment and independent functioning without treatment, support, and rehabilitation for a long or indefinite period. Serious mental disorders include, but are not limited to, schizophrenia, bipolar disorder, post-traumatic-stress disorder, as well as major affective disorders or other severely disabling mental illnesses. Members of this target population shall meet all of the following requirements:
    a.) The person has a mental disorder as identified in the most recent DSM, other than a substance use disorder or developmental disorder or acquired traumatic brain injury, unless that person also has a serious mental illness.
    b.) As a result of the mental disorder, the person has substantial functional impairments or symptoms, or psychiatric history demonstrating that without treatment there is an imminent risk of decompensation to having a substantial impairment or symptoms.
    c.) As a result of a mental functional impairment and circumstances, the person is likely to become so disables as to require public assistance, services or entitlements.

C. All services are to be provided within Mariposa County, unless otherwise preauthorized by Mariposa County Behavioral Health and Recovery Services (MCBHRS).
D. Contractors must adhere to all Current Procedural Terminology (CPT) coding requirements as outlined in the MCBHRS Documentation Manual.
    1. CPT codes are used by healthcare professionals for coding medical services and procedures.

**III. <u>Hours of Operation:</u>**

A. Contractor agrees to offer equal availability and accessibility of services to both commercial enrollees and Medi-Cal enrollees. Contractor shall offer hours of operation for Medi-Cal enrollees that are no less than hours of operation offered to commercial enrollees.
B. Clients who are in need of crisis evaluations are to be referred to daytime or night-time MCBHRS crisis workers, unless the crisis can be handled by the contractor in the office. 5150 holds on clients cannot be completed by contractor. For all crisis evaluations MCBHRS crisis worker and/or Sheriff Department must be notified. The crisis line numbers for MCBHRS are (209) 966-7000 or (800) 549-6741. All clients are to be seen in a location that is appropriate for therapy and convenient to the client. Services are primarily to be provided in office, home or via telehealth. If a client has a circumstance that is most appropriate to be seen out of Mariposa County, approval must be obtained prior to service delivery.
C. The contractor agrees to notify MCBHRS by calling the Quality Assurance Supervisor and notifying him/her of the temporary inability to accept new Medi-Cal clients. This suspension of referrals will exist until contractor notifies MCBHRS that new referrals can be accepted. If a contractor does not accept new referrals for a

period of six-months the contract will be reviewed and, at the discretion of MCBHRS, the contract may be terminated, unless it can be shown that extenuating circumstances exist requiring the contractor to stop taking referrals.

## IV. Service Description:

A. Recovery Model/Evidence Based Practices:
   1. Contractor shall provide Recovery Model, client centered and culturally competent services that support achieving their identified goals, which focuses primarily on symptom reduction.

B. Referral Protocol:
   1. MCBHRS will use the Mariposa County Bi-Directional Referral process.
   2. Contractor is required to call the client for appointment within 5 business days of the bi-directional referral date.
   3. Contractor will notify MCBHRS in writing of denied referrals within 3 business days.
      a.) MCBHRS will monitor the percentage of Bi-Directionals that are send back to County. If the Contractor hits 25% of the Bi-Directionals sent back to the County, MCBHRS will re-evaluate the contract provider effectiveness.

C. Service Delivery:
   1. CONTRACTOR agrees to provide services to clients in accordance with legal and ethical standards as prescribed by all professional, federal, state, and/or local regulatory and statutory requirements.
   2. Services will be provided by telehealth or in person weekly, however, no less frequent than 1x per month, or services may be provided more often if clinically indicated.
   3. Duration of encounters are to include only face to-face direct client service time. Travel time and documentation time are no longer billable and must not be included in the encounter duration but should be documented within the note.
   4. Duplicate services provided to the same client in the same day must be pre-approved by Quality Assurance.
   5. If the contractor is unable to get a hold of a client, at least three attempts must be made and documented in the EHR as a communication note. If contractor is unable to contact and schedule the client within 30 days of the last provided service, a “Request to send NOABD 5” to-do must be sent to Medical Records to begin the discharge process.
   6. All services provided must be in accordance with the documentation and service delivery outlined in the MCBHRS Documentation Manual.
   7. Any chart found to be out of compliance with the MCBHRS Documentation Manual is subject to a corrective action plan. Any documentation that is considered fraud, waste or abuse is subject to recoupment.
   8. Contractor shall ensure all services shall be delivered in a manner that respects the client’s gender, language, ethnicity, spiritual beliefs, sexual orientation, and physical abilities. Contractor shall assure all clinical staff abides by the National Standards for Culture and Linguistic Appropriate Services.

9. Contractor shall assure Limited English Proficient (LEP) individuals have free language assistance services, and be informed how to access such services.

## V. Provision of Services:

### A. Mental Health Assessments:

1. Contractor may complete initial assessments.
    a.) If the client does not meet medical necessity, then the contractor will refer the client to their managed care plan through the completion of the Transition of Care Tool as well as the "Request to send NOABD 3" to-do template and submit to Medical Records. Medical Records staff will provide the client with a Notice of Adverse Benefit Determination (NOABD), and close the client 10 days later.
2. Assessment documentation must meet all Medi-Cal required elements in coordination with the MCBHRS Documentation Manual.
3. Assessments must be completed and finalized within 30 days.
4. Assessments must be signed and dated when completed by the provider, and signed by a co-signer if applicable.
5. Diagnosis from the most current DSM must be documented in the mental health assessment.
6. All youth clients need to have a Child Adolescent Needs and Strengths (CANS) and a Pediatric Symptom Checklist (PSC-35) evaluation completed during the mental health assessment, quarterly, and upon discharge.
7. Additional assessment tools should be completed when applicable and include the Patient Health Questionnaire (PHQ-9) to assess depression and the (GAD-7) to assess anxiety.
8. All clients must be re-assessed in accordance with the MCBHRS Documentation Manual.
    a.) when clinically appropriate and/or
    b.) at any point in treatment if the client needs or functioning level changes.

### B. Problem List

1. Contractor will maintain the problem list, in accordance with the MCBHRS Documentation Manual.
2. Contractor will review the problem list at every encounter and update as needed throughout treatment.

### C. Treatment Plans:

1. Contractors must complete an "Initial Plan Development" encounter within 60 days of the initial assessment appointment for every new client.
2. Problem lists have replaced the requirement for treatment plans in most scenarios except the following:
    a.) Short-Term Residential Therapeutic Programs (STRTP's),
    b.) Case Management,
    c.) Intensive Care Coordination (ICC),
    d.) Intensive Home-Based Services (IHBS),
    e.) Therapeutic Behavioral Services (TBS),
    f.) Therapeutic Foster Care (TFC).
    g.) Full-Service Partnership (FSP)

3. When the clinician of record identifies the need for one of the services listed above, a treatment plan will need to be created prior to services being provided.
4. A treatment plan is not considered complete unless signed by the provider and the client or authorized representative.
    a.) There must be documentation of the client's participation in and agreement with the plan. The client's signature and documentation that the client was offered a copy of the plan are required elements in treatment plan documentation.
5. All clients receiving STPTP, case management, ICC, IHBS, TBS, TFC, and FSP must have a treatment plan prior to services being provided.
6. All of the above mentioned services provided must be indicated on the treatment plan to be a billable service.
7. Contractor will be responsible for ensuring all services on the treatment plan are occurring at the frequency indicated on the treatment plan.
8. Treatment plans must be documented in accordance with the MCBHRS Documentation Manual.

D. **Ongoing Documentation Requirements**:
    1. Notes shall be documented within 72 hours of the provided service.
        a.) Entries made after 72 hours of provided service must be labeled as a "Late Entry".
        b.) "Late Entry" notes **must** contain a brief description of why the note is late and must be co-signed by a supervisor.
    2. If at any point, a client no longer meets medical necessity, contractor will proceed with discharging the client as outlined below and in accordance with the MCBHRS Documentation Manual.
    3. All encounter notes must contain the required documentation as outlined in the MCBHRS Documentation Manual and each note must describe how and why the service was medically necessary.

**E. Discharges/NOABD's:**
    **1.** Contractor will complete a "Request to send NOABD 5" to-do template to Medical Records staff in accordance with the MCBHRS Documentation Manual.
    2. NOABD's will be utilized in accordance with the Notice of Adverse Benefit Determination P&P.
    3. Discharges are not claimable to Medi-Cal.

F. All records for clients must be kept in the Electronic Health Record (EHR) system. The client's chart must reflect documentation in accordance with the most recent version of the MCBHRS Documentation Manual. This will be monitored by the QA Unit.

G. Any chart found to be out of compliance with the provision of services listed above is subject to a corrective action plan.

## VI. Staff Qualifications & Clinical Supervisions:

A. Staff Qualifications are dictated by the following standards and scope of practice as defined by California Code of Regulations, Title 9 and by MCBHRS. Information provided in this Exhibit is provided as a reference only and is not intended to set forth

all of the definitions and requirements in California Code of Regulations, Title 9. Contractor shall adhere to applicable laws, regulations, and policies and procedures governing the delivery of services under this Agreement.

B. **LPHA**[1]**:** A "Licensed Practitioner of the Healing Arts" possesses a valid California clinical licensure in one of the following professional categories:
    1. Licensed Professional Clinical Counselor[2]
    2. Licensed Clinical Social Worker[3]
    3. Licensed Marriage and Family Therapist[4]

C. **LPHA** Approved Activities:
    1. Can function as a "Head of Service" on agency application
    2. Can authorize services as directed by MCBHRS
    3. Can conduct comprehensive assessments and provide a diagnosis without co-signature (except for RN staff, as providing a mental health diagnosis is out of their scope of practice unless extended through a standardized procedure).
    4. Can co-sign the work of other staff members within their scope of practice
    5. Can claim for all services categories within their scope of practice (example, a psychiatrist and registered nurse can claim for Medication Support Services, however, psychologist, LCSWs and MFTs cannot)

D. Registered Psychologist or Psychological Assistants, Registered Associate Marriage Family Therapist, Interns and Associate Social Workers may perform the following activities under the supervision of a licensed professional within their scope of practice:
    1. Cannot function as the Head of Service unless they meet qualifications dictated by the California Code of Regulations.[5]
    2. Can authorize services as directed by MCBHRS.
    3. All assessments and diagnosis must have a co-signature by a LPHA.
    4. Can claim for all Mental Health Services and Targeted Case Management within their scope of practice.
    5. Cannot hold themselves out as independent practitioners and claim as an Enrolled Network Provider.[6]

**E.** Contractor shall utilize staff that are licensed or registered with the BBS.
    1. Contractor shall provide MCBHRS with the NPI numbers and license numbers for all providers.
    2. Contractor shall provide a copy of all applicable CEU's within 30 days of acquisition.

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[1] CCR, Title 9, Chapter 11, Section 1830.215 and Section J (4e) Non-Hospital Chart Review-EPSDT Reviews FY 06-07

[2] Welfare & Institution Code 5600(a), Business and Professional Code 2902 , CCR, Title 9, Chapter 11, Section 624 and CCR, Title 9, Chapter 3.5 Section 782.4

[3] Welfare & Institution Code 5600(a), Business and Professional Code 4996, CCR, Title 9, Chapter 11, Section 625 and CCR, Title 9, Chapter 3.5 Section 782.48

[4] Welfare & Institution Code 5600(a), Business and Professional Code 4980, CCR, Title 9, Chapter 11, Section 626 and CCR, Title 9, Chapter 3.5 Section 782.32

[5] CCR, Title 9, Chapter 3, Section 620(f) and Section 622

[6] Business and Professions Code Section 4996.14 and 4996.18(d)

3. Student interns employed by contract can only provide services consistent with the "other qualified provider" as outlined in the MCBHRS Documentation Manual.
4. All services provided by a Student Intern must have a Licensed Practitioner of the Healing Arts (LPHA) co-signature. Any services that are not cosigned are eligible for recoupment in an audit.
    a.) Student interns employed by contract can only provide services consistent with the "other qualified provider" as outlined in the MCBHRS Documentation Manual.

F. Contractor is authorized to utilize Rehabilitation Specialists who meet the qualifications outlined in Title 9, Section 630.
G. The contractor is responsible for clinical supervision of providers.
H. All contractor employees providing services or supervising services will have and maintain all necessary licenses, permits and certificates to provide services under this Agreement, as required by applicable state and federal laws, rules and regulations.
    1. All owners/supervisors/managers must submit a Medi-Cal disclosure statement of direct or indirect ownership, interest, control, and relationship information for persons who have an ownership or a controlling interest of the Contractor.
        a.) These must be submitted to the County annually and updated within 35 days after any changes in ownership occurs.
I. No "sanctioned employees" (individual or entity that is listed on either the Suspended and Ineligible Contractor List published by the California Department of Health Care Services, or any list published by the Federal Office of Inspector General regarding the sanctioning, suspension or exclusion of individuals or entities from the federal Medicare and Medicaid programs) shall be employed in any capacity.
J. All staff shall provide proof of appropriate license and/or board certification as required for type of provider, evidence of graduation, proof of medical residency(if applicable), and evidence of continuing education as required by provider type.
K. Contractor is required to check the following databases for current licensure and exclusions of staff monthly or provide Quality Assurance with applicable provider information for county to check. If any provider is found to be excluded, contractor will notify Quality Assurance Supervisor.
    1. Contract doing provider checks, must check the following databases:
        a.) https://exclusions.oig.hhs.gov
        b.) b. https://oig.hhs.gov/exclusions/waivers.asp
        c.) c. https://files.medi-cal.ca.gov
        d.) d. https://bbs.ca.gov
        e.) e. https://ccapp.us (SUD staff only)
        f.) f. https://nppes.cms.hhs.gov/nppesregistry/npiregistryhome.do
        g.) g. https://dmf.ntis.gov/
    2. County doing provider checks, contractor must submit the following information for each provider:
        a.) Full Name
        b.) National Provider Index (NPI) Number
        c.) License Number (as applicable)

d.) Social Security Number
e.) Date of Birth

## VII. Provision of Informing Material:

**A.** The following information must be posted in the lobby of all contract providers:

**1.** Client Problem Resolution Process
**2.** Grievance/Appeal forms with self-address envelopes
3. MCBHRS Brochure
4. Advance Directive Brochure
5. Notice of Privacy Practices (NPP)
6. Beneficiary Handbook
7. Client's Rights Poster
8. Equal Opportunity
9. Notice to clients that there is assistance to complete forms (as needed)
10. Language assistance is free of charge.
11. Non-discrimination notice in English
12. Early Periodic Screening Diagnosis and Treatment/Therapeutic Behavioral Services (EPSDT/TBS)
13. Change of Provider Form
14. Second Opinion Request

B. The following information must be documented as being offered to the Medi-Cal beneficiary upon entering services and upon request:

1. Demographic Information
2. Client's Rights and Privileges of Confidentiality
3. Client Problem Resolution Process
4. MCBHRS Mental Health Provider Directory for Specialty Mental Health Services
5. Advanced Directive Notices Information (Adults Only)
6. Notice to Medi-Cal Beneficiaries
7. Acknowledgement of Receipt of the NPP.
8. Payment Policy
9. Beneficiary Handbook (in English and Large Print) (The website allows computers with screen reader or text-to-speech software to read the materials to sight-impaired people).

C. The following information must be documented as being offered to the Medi-Cal beneficiary at least annually:

1. Notice of Privacy Practices (NPP)
2. Beneficiary Handbook

D. The above information also must be available in easily accessible locations at all provider sites, so that the beneficiary does not have to ask anyone to get them.

## VIII. Mandatory Meetings and Training:

A. Contractor will attend monthly meetings with MCBHRS and any additional trainings and meetings deemed necessary by MCBHRS.
B. Contractor agrees to complete annual HIPAA and Federal Tax Intercept training and comply with the mandates set forth.

C. Contractor will receive annual compliance and MCBHRS Documentation Manual training.
D. Contractor shall ensure staff be required to attend a minimum of one MCBHRS cultural competency training each year or provide documentation of attendance to a cultural competence training of like nature each year.
E. Contractor shall not be compensated for training hours and will not be charged for attendance to county hosted mandatory trainings.
F. CANS-50: If contractor is accepting clients under the age of 20, a current CANS-50 certificate must be on file for each provider.
    1. CANS training is reimbursable for training time and certification costs. Contractor will invoice this training separate of service invoices.

**IX. <u>Quality Assurance:</u>**

A. All Medi-Cal Contractors are to conduct internal Medi-Cal Quality Assurance and compliance reviews.
B. CONTRACTOR will adhere to the following requirements around internal quality assurance and compliance reviews:
    1. Maintain triennial site certification through MCBHRS.
    2. Abide by all federal, state and local laws and regulations. Contractor agrees to provide services to clients in accordance with legal and ethical standards as prescribed by all relevant professional, federal, state and/or local regulatory and statutory requirements.
    3. Audit for compliance with requirements outlined in Exhibits A, B, C,
    4. Use MCBHRS chart audit tool within the EHR.
    5. Conduct Chart audits on a monthly basis
C. MCBHRS Quality Assurance staff will review the Contractor Medi-Cal compliance review process, tools and results when conducting MCBHRS Medi-Cal compliance or other reviews.
D. The MCBHRS Compliance Committee has the responsibility of assuring that high quality services are provided to the beneficiaries in a safe, clean, cost effective and efficient manner (See MCBHRS Compliance Plan).
    1. Contractor agrees to ensure:
    2. Facility and services are accessible;
    3. Facility is clean, sanitary, and in good repair;
    4. Fire clearance updated on annually;
    5. Services are meaningful and beneficial to the client;
    6. Services are culturally and linguistically competent;
    7. Contractor uses Interpreter Line when a client does not speak English and has need for another language;
    8. Services produce highly desirable results through the efficient use of resources;
    9. Services meet requirements for medical necessity;
    10. All PHI is properly stored and secured.
E. Contractor shall abide by the complete MCBHRS Compliance Plan that is designed to support and maintain a culture that promotes high standards of prevention, and the detection and resolution of conduct or procedures that do not adhere to local, state and federal laws and regulations or to MCBHRS standards and policies. The Compliance

Program is comprised of the documents in the Compliance Plan and MCBHRS Compliance Policies.

1. If MCBHRS Deputy Director of Behavioral Health or Quality Assurance makes a finding that a Contractor may be deficient in rendering or managing care, or if other problem areas are discovered, procedures will be followed as outlined in the compliance plan. If these deficiencies or problem areas are verified, a plan of correction may be applied.
2. County will suspend payments to Contractor if there are any credible allegations of fraud. 42 C.F.R. § 438.608(a)(8).

F. Contractor shall abide by the MCBHRS Policy and Procedure for Grievances and Appeals
   1. All grievances and appeals are to be called in to the QA Unit and forwarded immediately to MCBHRS. This is to be made clear to all clients through posting the Grievance and Appeal process in lobbies, providing access to forms and explanations in lobbies, having information in the Consumer Handbook, the beneficiary handbook and a handout in the client packet (See Grievances and Appeals P&P).

G. The Compliance Officer will monitor beneficiaries' satisfaction with services they are receiving from Contractor. MCBHRS quality assurance staff will evaluate contract performance based on agreed upon measurable objectives as determined by client and clinician in the annual treatment plan.

H. Contractor shall abide by the complete Federal False Claims Act (31 U.S.C. sections 3729-3733) (**See Exhibit B**.)

I. Contractor shall abide by the complete MCBHRS Documentation Manual. The manual serves to ensure providers within MCBHRS meet regulatory and compliance standards of competency, accuracy, and integrity in the provision and documentation of their services.

J. All services will be documented using Medi-Cal and Medicare documentation rules, regardless of the funding source being billed and in accordance with the MCBHRS Documentation Manual.

K. Contractor not in compliance with MCBHRS Documentation Manual will have to provide a corrective action plan (CAP) and documentation found to be fraud, waste or abuse will be subject to payment recoupment, payment denial and/or termination of contract.

L. The Contractor agrees to notify MCBHRS at least four weeks prior to terminating services and to provide a minimum of fifteen days written notice to affected clients.

M. In the event that the contractor requires additional documentation training the Quality Assurance unit may provide this service at a rate of $80.00 per hour. This service would include, but not be limited, to documentation support and training, chart auditing, specific coaching, and service corrections.

N. **Health Insurance Portability and Accountability Act of 1996 (HIPAA):**
   1. Contractor agrees to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity CONTRACTOR

performs on behalf of HHSA, to the extent HHSA would be required to comply with such requirements.

2. Contractor shall ensure that all PHI (verbal, written or electronic) will be secured and protected.
3. Contractor shall assure that Contractor, administrators, licensed employees and case management staff take HIPAA training from HHSA prior to seeing clients.
4. Contractor agrees to implement appropriate safeguards and maintain individually identifiable patient health information ("Protected Health Information or "PHI," including electronic PHI) as required by HIPAA. Additionally, Contractor agrees to notify HHSA of disclosures of protected health information in violation of HIPAA and this Agreement and take steps to mitigate, to the extent practicable, deleterious effects of improper use of protected health information
5. Contractor shall abide by all HHSA Policies and Procedures and the Compliance Plan.
6. Contractor agrees to implement appropriate safeguards and maintain individually identifiable patient health information ("Protected Health Information or "PHI," including electronic PHI) as required by HIPAA.
7. Contractor agrees to notify HHSA immediately of disclosures of protected health information in violation of HIPAA and this Agreement and take steps to mitigate, to the extent practicable, deleterious effects of improper use of protected health information.
8. All email communications containing client identification or other health protected information must use encryption to secure transmitted electronic health information.

O. **HHSA Code of Conduct:**
   1. Contractor agrees to review, sign and comply with MCBHRS Code of Conduct.

P. **HHSA Confidentiality Employee Statement:**
   1. Contractor agrees to review, sign and comply with the MCBHRS Confidentiality Employee Statement.

Q. **Electronic Signature Policy:**
   1. Contractor agrees to review and comply with the Electronic Signature Policy.

R. **Client Surveys:**
   1. Contractor agrees to administer client satisfaction Performance Outcomes Quality Improvement surveys (CPS), CONTRACTOR will be advised of survey period in advance.

## X. Security Requirements:

A. Information Technology Infrastructure:
   1. Contractor will be proficient in MCBHRS electronic health record (EHR) system. Contractor is responsible for staff training in the use of EHR. Contractor shall maintain technology infrastructure to support effective use of the EHR. Contractor shall maintain a secure network for access.

B. The following is a general outline of the Security and Information Technology Requirements.
   1. Contractor shall submit all paper records to MCBHRS.

2. Contractor shall assure that Contractor, administrators, licensed employees and case management staff take HIPAA training from HHSA prior to seeing clients.
3. Contractor agrees to implement appropriate safeguards and maintain individually identifiable patient health information ("Protected Health Information or "PHI," including electronic PHI) as required by HIPAA. Additionally, Contractor agrees to notify HHSA immediately of disclosures of protected health information in violation of HIPAA and this Agreement and take steps to mitigate, to the extent practicable, deleterious effects of improper use of protected health information.
4. All email communications containing client identification or other health protected information must use encryption to secure transmitted electronic health information.

Exhibit B
DEFICIT REDUCTION ACT – OBLIGATIONS OF COUNTY

In accordance with Section 1902(a) of the Social Security Act, the County provides the following detailed information about the Federal False Claims Act and the California False Claims Act.

**THE FEDERAL FALSE CLAIMS ACT**

The Federal False Claims Act ("FCA") helps the federal government combat fraud and recover losses resulting from fraud in federal programs, purchases, or contracts. 31 U.S.C. §§ 3729-3733.

**I. Actions that violate the FCA include:**

A. Knowingly submitting (or causing to be submitted) a false claim to the Government or the Armed Forces of the United States (the "Armed Forces") for payment or approval;
B. Knowingly making or using (or causing to be made or used) a false record or statement to get a false claim paid or approved by the Government;
C. Conspiring to get a false claim allowed or paid by the Government;
D. Delivering (or causing to be delivered) less property than the amount of the receipt, where the person with possession or control of the Government money or property intends to deceive the agency or conceal the property;
E. Making or delivering a receipt without completely knowing that the receipt is true, where the person authorized to make or deliver the receipt intends to defraud the Government;
F. Knowingly buying or receiving public property from an officer or employee of the Government or a member of the Armed Forces who has no legal right to sell or pledge the property; or
G. Knowingly making or using a false record to conceal, avoid, or decrease an obligation to pay money or transmit property to the Government.
H. <u>"Knowing" and "Knowingly" means a person:</u>
    1. Has actual knowledge of the information;
    2. Acts in deliberate ignorance of the truth or falsity of the information; or
    3. Acts in reckless disregard of the truth or falsity of the information. No proof of specific intent to defraud is required.
I. "<u>Claim</u>" includes any request or demand for money or property (including those made under contract) to the Government or to a contractor, grantee, or other recipient, if any portion of the requested money or property is funded by or will be reimbursed by the Government.

**II. A person or organization may be liable for:**

A. A civil penalty $5,500 to $11,000 for each false claim;
B. Three times the amount of damages sustained by the Government due to the violations; and
C. The costs of a civil suit for recovery penalties or damages.

**III. The court may reduce the treble damages if:**

A. The person committing the violation voluntarily disclosed all information known to him or her to the U.S. officials responsible for investigating false claims violations within thirty days of obtaining the information;
B. The person fully cooperated with any Government investigation; and

C. No criminal prosecution, or civil or administrative action had been commenced at the time of the person's disclosure, and the person had no actual knowledge of an investigation into such violation.

## IV. Actions by Private Persons or *Qui Tam Plaintiffs*

A. An individual also has the right to file a civil suit for him or herself and for the Government. The suit must be filed in the name of the Government. The suit is filed and served on the Government. The suit and all information are filed under seal, and most remain under seal for at least sixty days. The suit may be dismissed only if the court and the Attorney General consent to the dismissal in writing.

B. If a *qui tam* plaintiff alleges a false claims violation, the complaint and a written disclosure of the evidence and information that the person possesses must be served on the Government. Once the action is filed, no person other than the Government is allowed to intervene or file a lawsuit based on the same facts.

## V. Rights of the Parties to *Qui tam* Actions

A. If the Government decides to file a civil suit, it assumes responsibility for prosecuting the action and is not bound by the acts of the *qui tam* plaintiff. However, the *qui tam* plaintiff has the right to continue as a party to the action, subject to certain limitations. If the Government decides not to file a civil suit, the *qui tam* plaintiff still has the right to proceed with a lawsuit. The Government can intervene later upon a showing of good cause.

## VI. Award to *Qui tam* Plaintiff

A. If the Government prosecutes a case initiated by a *qui tam* plaintiff and obtains an award or settlement, the *qui tam* plaintiff will receive between 15 and 25 percent of the recovery, depending on his or her contribution to the case. If the case is based primarily on information other than the disclosures of the *qui tam* plaintiff, the award cannot be more than 10 percent of the recovery.

B. If the Government decides not to intervene and the *qui tam* plaintiff successfully litigates the action, he or she will receive between 25 and 30 percent of the award or settlement. In either case, the court will award the *qui tam* plaintiff reasonable expenses and attorney's fees and costs.

C. If the court finds that the *qui tam* plaintiff planned and initiated the violation upon which the civil suit was based, it may reduce the share of the recovery that the person would otherwise receive. If the *qui tam* plaintiff is convicted of criminal conduct, he or she will be dismissed from the lawsuit and will not receive any monetary award.

D. If the court finds the defendant not guilty and the claim frivolous in a suit conducted by a *qui tam* plaintiff, the court may award the defendant reasonable costs and attorney fees.

## VII. Certain Actions Barred

A. An individual cannot bring a *qui tam* action against a member of Congress, a member of the judiciary, or a senior executive branch official based on evidence already known to the Government.

B. An individual cannot bring a *qui tam* suit based on allegations in a civil suit or an administrative proceeding in which the Government is already a party.

C. An individual cannot bring a *qui tam* action based on the public disclosure of allegations unless he or she is the original source (e.g., an individual with direct

and independent knowledge of the information on which the allegations are based who has voluntarily provided the information to the Government before filing a civil action). Public disclosure includes disclosure in a criminal, civil, or administrative hearing; in a congressional, administrative, or GAO report, hearing, audit, or investigation; or from the news media.

**VIII. Whistleblower Protection**

A. An employee who has been discharged, demoted, suspended, threatened, harassed, or in any way discriminated against by his or her employer because of involvement in a false claims disclosure is entitled to all relief necessary to make the employee whole, including:
B. Reinstatement with the same seniority status that the employee would have had but for the discrimination;
C. Two times the amount of back pay plus interest; and
D. Compensation for any special damage sustained because of the discrimination (including litigation costs and reasonable attorney's fees).
E. The protected false claims activities include investigation for, initiation of, testimony for, or assistance in a false claims action that has been or will be filed. An employee is entitled to bring an action in the district court for such relief.

**THE CALIFORNIA FALSE CLAIMS ACT**

The California False Claims Act ("CFCA") applies to fraud involving state, city, county or other local government funds. The CFCA encourages voluntary disclosure of fraudulent activities by rewarding individuals who report fraud and allowing courts to waive penalties for organizations that voluntarily disclose false claims. Cal. Gov't Code §§ 12650-12655.

**IX. Actions that violate the CFCA include:**

A. Knowingly submitting (or causing to be submitted) a false claim for payment or approval;
B. Knowingly making or using (or causing to be made or used) a false record or statement to get a false claim paid or approved;
C. Conspiring to get a false claim allowed or paid by the state or by any political subdivision;
D. Benefiting from an inadvertent submission of a false claim, subsequently discovering the falsity of the claim, and failing to disclose to the state or political subdivision within a reasonable time after discovery;
E. Delivering less property than the amount of the receipt, where the person has possession or control of public property;
F. Knowingly making or delivering a false receipt, where the person is authorized to deliver a document;
G. Knowingly buying or receiving (as a pledge of an obligation or debt) public property from any person who has no legal right to sell or pledge the property; or
H. Knowingly making or using a record to conceal, avoid, or decrease an obligation to pay money or transmit property to the state or local government.
I. "Knowingly" means the person or organization:
    1. Has actual knowledge of the information;
    2. Acts in deliberate ignorance of the truth or falsity of the information; or
    3. Acts in reckless disregard of the truth or falsity of the information. Proof of specific intent to defraud is not required.

J. "Claim" includes any request for money, property, or services made to the state or any political subdivision (or to any contractor, grantee, or other recipient), where any portion of the money, property, or services requested was funded by the state or any political subdivision.
    1. The maximum civil penalty is $10,000, per claim. Persons who violate the CFCA may be liable to the state for three times the amount of damages that the state sustains because of the violation. The court can waive penalties and reduce damages for CFCA violations if the false claims are voluntarily disclosed.
    2. The CFCA does not apply to false claims of less than $500. Lawsuits must be filed within three years after the violation was discovered by the state or local official who is responsible for investigating the false claim (but no more than ten years after the violation was committed.)

**X. Private or *Qui Tam* Actions/Whistleblower Provisions**

A. Individuals (or qui tam plaintiffs) can sue for violations of the CFCA. Individuals who bring an action under the CFCA receive between 15 and 33 percent of the amount recovered (plus reasonable costs and attorney's fees) if the state prosecutes the case, and between 25 and 50 percent (plus reasonable costs and attorney's fees) if the qui tam plaintiff litigates the case on his or her own.
B. An individual cannot file a lawsuit based on public information, unless he or she is the original source of the information.
C. The CFCA bars employers from interfering with an employee's disclosure of false claims. Employees who report fraud and consequently suffer discrimination may be awarded (1) two times their back pay plus interest, (2) reinstatement at the seniority level they would have had except for the discrimination, (3) compensation for any costs or damages they have incurred, and (4) punitive damages, if appropriate.

**XI. Liability to the State or Political Subdivision**

A. A person or organization will be liable to the state or political subdivision for:
B. Three times the amount of damages that the state or local government sustains because of the false claims violations;
C. The costs of a civil suit for recovery of damages; and
D. A civil penalty of up to $10,000 for each false claim.

**XII. Certain Actions Barred**

A. An individual cannot bring a *qui tam* suit based on allegations in a civil suit or an administrative proceeding in which the state or political subdivision is already a party.An individual cannot file a lawsuit based on the public disclosure of allegations unless he or she is the original source (e.g., an individual with direct and independent knowledge of the information on which the allegations are based). Public disclosure includes disclosure in a criminal, civil, or administrative hearing; in an investigation, report, hearing, or audit conducted by or at the request of the Senate, Assembly, auditor, or governing body of a political subdivision; or by the news media.

**XIII. Awards**

A. If the state or political subdivision prosecutes a case initiated by a *qui tam* plaintiff and obtains an award or settlement, the *qui tam* plaintiff receives between

15 and 33 percent of the recovery (plus reasonable costs and attorney's fees), depending on his or her contribution to the case. If the state or political subdivision decides not to file a lawsuit and the *qui tam* plaintiff successfully litigates the action, the *qui tam* plaintiff receives between 25 and 50 percent of the award or settlement. Employees who participated in fraudulent activities are not guaranteed any recovery. If the court finds the defendant not guilty and the claim frivolous in a suit conducted by a *qui tam* plaintiff, the court may award the defendant reasonable costs and attorney fees.

**XIV. Whistleblower Protection**

A. Employers are prohibited from:
B. Making or enforcing any type of rule or policy that prevents an employee from disclosing information to a government or law enforcement agency, or from investigating, initiating, testifying, or otherwise assisting in a false claims action; or
C. Discharging, demoting, suspending, threatening, harassing, denying promotion to, or in any other manner discriminating against an employee because of his or her involvement in a false claims action.

**XV. Liability of Employer**

A. An employer who interferes with an employee's disclosure of false claims will be liable to the employee for all relief necessary to make the employee whole, including:
B. Reinstatement with the same seniority status that the employee would have had except for the discrimination;
C. Two times the amount of back pay plus interest;
D. Compensation for any special damage sustained as a result of the discrimination; and punitive damages where appropriate.

**XVI. Limitations on Eligibility of Employees for Damages**

A. If an employee's conduct has resulted in a false claim being submitted to the state or a political subdivision, and the employee has been discriminated against by his or her employer, he or she is entitled to remedies only if he or she voluntarily disclosed information to a government or law enforcement agency or assisted in a false claims action; and was coerced (either though harassment, threats of termination demotion, or other coercive actions) by the employer or its management into committing the fraudulent activity in the first place.

Exhibit C
PAYMENT TERMS AND CONDITIONS

## I. Approved Services and Authorization Process:

A. Clients served under this Agreement must have prior authorization by Deputy Director of Behavioral Health before services are delivered. The Deputy Director, Quality Assurance Supervisor, or designee will authorize type of service and the duration of service being delivered.

## II. Monthly Invoicing and Payment:

A. The rate and terms of payment shall be as set forth below. Any modification of the rate changes shall not be binding, unless a written amendment to the Agreement is executed by the parties.

B. Contractor shall submit invoices in a form approved by HHSA no later than thirty (30) days after the last day of the month in which those services were provided. Invoices submitted prior to the end of the billing period will be returned to Contractor for resubmission.

C. The County shall not be obligated to pay Contractor for services which are the subject of any bill submitted more than sixty (60) days after the last day of the month in which those services were provided or more than thirty (30) days after the Agreement terminates, whichever is earlier.

D. Notwithstanding the above, Contractor will submit invoices within ten (10) days of the end of The County fiscal year, June 30th of the current year.

E. All payment invoices shall be submitted to the following address:
    a.) Mariposa Behavioral Health and Recovery Services
    b.) PO Box 99
    c.) Mariposa, CA 95338

F. Final approved services must be submitted on an itemized invoice.

G. Services that are not in finalized format will not qualify for reimbursement.

H. Contractor may appeal a denied or modified request for payment authorization or a dispute concerning the processing or payment of a provider's itemized invoice.

I. HHSA Contractors may utilize the Provider Problem Resolution and Appeal Processes, includes.
    a.) A written appeal shall be submitted to HHSA within 90 calendar days of the date of receipt of the non-approval of payment or within 90 calendar days of HHSA's failure to act on the request in accordance with the time frames required by Sections 1820.220 or 1830.250, or established by HHSA pursuant to Section 1830.215.
    b.) HHSA shall have 60 calendar days from its receipt of the appeal to inform the provider in writing of the decision, including a statement of the reasons for the decision that addresses each issue raised by the provider, and any action required by the provider to implement the decision.
        (i) If the appeal concerns the denial or modification of the HHSA payment authorization request, HHSA shall utilize personnel not involved in the initial denial or modification decision to determine the appeal decision.

c.) If the appeal is not granted in full, the provider shall be notified of any right to submit an appeal to the Department of Health Services (DHCS) pursuant to Section 1850.320.

d.) If applicable, the provider shall submit a revised request for HHSA payment authorization within 30 calendar days from receipt of the HHSA's decision to approve the HHSA payment authorization request.

e.) If applicable, HHSA shall have 14 calendar days from the date of receipt of the provider's revised request for HHSA payment authorization to submit the documentation to the Medi-Cal fiscal intermediary that is required to process the HHSA payment authorization.

2. If HHSA does not respond within 60 calendar days to the appeal, the appeal shall be considered denied in full by HHSA.

**III. Medi-Cal Requirements and Payment Limitations:**

A. Contractor agrees to participate fully in the Medi-Cal Specialty Mental Health program and will provide County with all documentation needed to enable the County to submit claims for services provided by Contractor to Medi-Cal beneficiaries.

B. Contractor's Approved Procedure Codes and Provisional Rates For Specialty Mental Health Services:

1. When billing the County for authorized services provided to County clients, Contractor will use the appropriate CPT coding as outlined in Exhibit A, item #2. Program Description.

a.) Contractors billing more than one service in a day to the same client must adhere to the requirements outlined in the MCBHRS Documentation Manual around which CPT codes are allowed to be billed together.

C. Contractors will be reimbursed at the rates listed below by practitioner type (as outlined in the MCBHRS Documentation Manual) and based on documentation in the Electronic Health Records System:

| Provider Type | Individual Therapy & Collateral & Case Management & ICC & Crisis | Family Therapy & Group Therapy | Rehab Groups | TBS |
|---|---|---|---|---|
| **LPHA (MFT LCSW LPCC)/ Intern or Waivered LPHA (MFT LCSW LPCC)** | $175.00 | $185.00 | $185.00 | $180.00 |
| **Other Qualified Providers - Other Designated MH staff that bill medical (Interns)** | $95.00 | $105.00 | $105.00 | |

**A. As a result of state and federal audits, any recoupment of funds by DHCS for contractor services are subject to recoupment from the contractor.**

1. **Recoupment will be based on Fraud, Waste, and Abuse as outlined in the** MCBHRS Documentation Manual**.**

# MARIPOSA COUNTY

Board of Supervisors

**RESOLUTION - ACTION REQUESTED 2023-407**

MEETING: August 1, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve First Amendment to the 2023 Low Income Home Energy Assistance Program (LIHEAP) Agreement 23B-5021 with the California Department of Community Services and Development (CSD) Increasing the Amount by $35,000 for a New Amount Not to Exceed $560,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

**RECOMMENDATION AND JUSTIFICATION**

Approve First Amendment to the 2023 Low Income Home Energy Assistance Program (LIHEAP) Agreement 23B-5021 with the California Department of Community Services and Development (CSD) Increasing the Amount by $35,000 for a New Amount Not to Exceed $560,000; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The purpose of LIHEAP, under the auspices of the CSD, is to provide energy assistance to low-income county residents. LIHEAP funds have been allocated to Mariposa County for several years and operate on a program term basis. Agreement 23B-5021 has a term of November 1, 2022 through June 30, 2024.

**BACKGROUND AND HISTORY OF BOARD ACTIONS**

The Board of Supervisors approved Agreement 23B-5021 on February 7, 2023 through Resolution No. 2023-69.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION**

If this Agreement is not approved, Mariposa will lose the grant funds of $560,000 and the opportunity to provide Energy Assistance payments to serve an estimated 683 Mariposa County households and 1,598 persons under this grant agreement.

**FINANCIAL IMPACT**

There is no impact on the General Fund.

**ATTACHMENTS**

1. **LIHEAP_Amendment_1_Contract_2 (2)**
2. **Department of Community Services & Development 23B-5021 (LiHEAP) 2023 - EXECUTED**

**VOTE RESULT**

**RESULT:** **Adopted (UNANIMOUS)**
**MOVER:** District I Supervisor Rosemarie Smallcombe

**SECONDER:** District IV Supervisor Wayne Forsythe

**AYES:** District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

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State of California-Health and Human Services Agency
**DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT**
**2389 Gateway Oaks Drive, Suite 100, Sacramento, CA 95833**
**Telephone: (916) 576-7109 | Fax: (916) 263-1406**
www.csd.ca.gov

**DAVID SCRIBNER**
**DIRECTOR**

**GAVIN NEWSOM**
**GOVERNOR**

Dear Executive Director:

The purpose of this letter is to provide funding information for the 2023 Low Income Home Energy Assistance Program (LIHEAP) contract amendment which facilitates the release of remaining 2023 LIHEAP grant funds to local LIHEAP Service Providers (LSPs). The amount of funds released in this amendment is $91,034,453, resulting in a total distribution of $234,636,948 to LSPs for the 2023 program year.

Please Note: LSP allocation determinations for this amendment was established in accordance with the 2022 LIHEAP contract ABC performance allocation methodology outlined below:

- Category A: Agency expended 99 percent by December 31, 2022, as reported no later than January 31, 2023, thus shall receive a full 2023 LIHEAP allocation and a percentage of any redistributed funds not allocated to another agency that fell into Category C.

- Category B: Agency expended 99 percent by February 28, 2023, as reported no later than March 31, 2023, thus shall receive a full 2023 LIHEAP allocation.

- Category C: Agency did not expend at least 99 percent by February 28, 2023, as reported no later than March 31, 2023, thus the Agency's 2023 LIHEAP allocation shall be offset by the remaining 2022 LIHEAP contract balance confirmed via the Agency's December 2022 expenditure period reporting, submitted to CSD no later than January 31, 2023. If the department was to implement the A-B-C methodology in its pure form, some category C agencies would have had to return funds to CSD. Because of this, CSD looked at historical category C reduction averages, and set a cap on reductions at 20%.

It is through our collective collaboration, and commitment, that gives us the ability to effectively and efficiently administer these critical services designed to strengthen the economic security of vulnerable Californians.

Sincerely,



DAVID SCRIBNER, ESQ.
Director

Attachments

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# 2023 LIHEAP A1 Contract Checklist Effective April 15, 2023

**General Comments and Requirements:**

Please contact your assigned Field Operations Representative immediately for assistance if this Agreement requires corrections. Agencies are required to utilize DocuSign to sign this Agreement. Please fill out and submit CSD 489 (DocuSign Contact Update Form) if you have not yet initialized DocuSign® with the California Department of Community Services and Development (CSD).

**Contract Packet:**

**The following completed documents/forms must be returned to CSD in the Agreement packet within 30 days (45 days for public agencies). Please use the checkboxes below to indicate the documents/forms are included:**

- ☐ Contract Face Sheet (STD 213) signed by individual authorized on Board Resolution
- ☐ Insurance or Self-Insurance. Please attach current evidence of insurance if not already on file with CSD
- ☐ Board resolution. (Not applicable if a general board resolution has already been submitted and is not specific to the program, program year, or contract number, and does not contain any changes.)

**Programmatic Contract Requirements (as applicable):**

- ☐ LIHEAP Production Plan (CSD 622)
- ☐ CSD 143 Working Capital Advance (located under forms tab on the Local Agencies Portal). Submit the form to EARS.Reports@CSD.CA.GOV?

**Please return completed contract packets within 30 days (45 days for public agencies) to:**

All forms are located on the Local Agencies Portal at https://agencies.csd.ca.gov.

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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

# STANDARD AGREEMENT - AMENDMENT

STD. 213A (Rev. 10/2019) CSD Rev (12/2019)

| AGREEMENT NUMBER | AMENDMENT NUMBER | PURCHASING AUTHORITY NUMBER (if applicable) |
|---|---|---|
| 23B-5021 | 1 | |

1. This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY NAME
**Department of Community Services and Development**

CONTRACTOR NAME
**County of Mariposa**

2. The term of this Agreement is : November 1, 2022 through June 30, 2024

3. The maximum amount of this Agreement is: Total $560,000.00

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

   i. The maximum amount of this Agreement payable to Contractor by the State has changed from $525,000.00 to $560,000.00, reflecting an increase of $35,000.00

All other terms and conditions shall remain the same.

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

## CONTRACTOR

CONTRACTOR NAME *(If other than an individual, state whether a corporation, partnership, etc.)*
**County of Mariposa**

CONTRACTOR BUSINESS ADDRESS, CITY, STATE ZIP
P.O. Box 99, Mariposa, CA 95338

| PRINTED NAME OF PERSON SIGNING | TITLE |
|---|---|
| | |

| CONTRACTOR AUTHORIZED SIGNATURE | DATE SIGNED |
|---|---|
| | |

## STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
**Department of Community Services and Development**

| CONTRACTING AGENCY ADDRESS | CITY | STATE | ZIP |
|---|---|---|---|
| **2389 Gateway Oaks Drive, Suite 100** | **Sacramento** | **CA** | **95833** |

| PRINTED NAME OF PERSON SIGNING | TITLE |
|---|---|
| **Chris Vail** | **Chief Financial Officer** |

| CONTRACTING AGENCY AUTHORIZED SIGNATURE | DATE SIGNED |
|---|---|
| | |

## CALIFORNIA Department of General Services Use Only

**I hereby certify that all conditions for exemption have been complied with, and the document is exempt from the Department of General Services approval.**

☐ Exempt per _____

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# ALLOCATION SPREADSHEET

**State of California**
**Department of Community Services and Development**
**Total 2023 LIHEAP Contract**
**Facesheet**

| County/Service Territory | Contract Number | Direct Services: Weatherization: Initial WX Program | Direct Services: Weatherization: Delayed WX Program | Direct Services: Weatherization: WX Program Subtotal | Direct Services: Administration/Assurance 16/ECIP/HEAP: Allowable Admin | Direct Services: Administration/Assurance 16/ECIP/HEAP: Allowable A16 | Direct Services: Administration/Assurance 16/ECIP/HEAP: ECIP/HEAP Program | Direct Services: Administration/Assurance 16/ECIP/HEAP: Admin/A16/ ECIP/HEAP Subtotal | Utility Assistance: ECIP FT/HEAP G&E Program Subtotal | Total Contract Allocation |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 Alameda County - Spectrum Community Services, Inc. | 23B-5001 | 1,239,079 | 832,910 | 2,071,989 | 416,455 | 416,455 | 2,198,208 | 3,031,118 | 2,797,719 | 7,900,826 |
| 2 Amador/Tuolumne Service Territory - Amador-Tuolumne CAA | | | | | | | | | | |
| Amador County | | 53,785 | 36,155 | 89,940 | 18,077 | 18,077 | 82,407 | 118,561 | 134,454 | 342,955 |
| Calaveras County | | 79,568 | 53,486 | 133,054 | 26,743 | 26,743 | 150,783 | 204,269 | 170,031 | 507,354 |
| Tuolumne County | | 150,398 | 101,098 | 251,496 | 50,549 | 50,549 | 266,816 | 367,914 | 339,585 | 958,995 |
| Service Territory Total | 23B-5002 | 283,751 | 190,739 | 474,490 | 95,369 | 95,369 | 500,006 | 690,744 | 644,070 | 1,809,304 |
| 3 Butte County - CAA of Butte County, Inc. | 23B-5003 | 687,690 | 462,266 | 1,149,956 | 231,133 | 231,133 | 1,642,284 | 2,104,550 | 1,130,461 | 4,384,967 |
| 4 Colusa Service Territory - Glenn County Community Action Department | | | | | | | | | | |
| Colusa County | | 32,481 | 21,833 | 54,314 | 10,917 | 10,917 | 41,907 | 63,741 | 89,053 | 207,108 |
| Glenn County | | 46,149 | 31,021 | 77,170 | 15,511 | 15,511 | 65,124 | 96,146 | 120,944 | 294,260 |
| Trinity County | | 34,288 | 23,048 | 57,336 | 11,524 | 11,524 | 110,598 | 133,646 | 27,650 | 218,632 |
| Service Territory Total | 23B-5004 | 112,918 | 75,902 | 188,820 | 37,952 | 37,952 | 217,629 | 293,533 | 237,647 | 720,000 |
| 5 Contra Costa Co. - Contra Costa Employment & Human Services Dept/CSB | 23B-5005 | 742,840 | 499,338 | 1,242,178 | 249,669 | 249,669 | 599,021 | 1,098,359 | 2,396,086 | 4,736,623 |
| 6 Del Norte County - Del Norte Senior Center, Inc. | 23B-5006 | 170,945 | 114,909 | 285,854 | 57,455 | 57,455 | 385,977 | 500,887 | 303,268 | 1,090,009 |
| 7 El Dorado Service Territory - El Dorado Co. Health & Human Services Agency | | | | | | | | | | |
| Alpine County | | 5,439 | 3,656 | 9,095 | 1,828 | 1,828 | 12,937 | 16,593 | 8,990 | 34,678 |
| El Dorado County | | 386,009 | 259,476 | 645,485 | 129,738 | 129,738 | 918,262 | 1,177,738 | 638,114 | 2,461,337 |
| Service Territory Total | 23B-5007 | 391,448 | 263,132 | 654,580 | 131,566 | 131,566 | 931,199 | 1,194,331 | 647,104 | 2,496,015 |
| 8 Fresno County - Fresno County Economic Opportunities Commission | 23B-5008 | 1,600,770 | 1,076,039 | 2,676,809 | 538,019 | 538,019 | 968,138 | 2,044,176 | 5,486,115 | 10,207,100 |
| 9 Humboldt Service Territory - Redwood CAA | | | | | | | | | | |
| Humboldt County | | 377,864 | 254,000 | 631,864 | 127,000 | 127,000 | 639,885 | 893,885 | 883,651 | 2,409,400 |
| Modoc Co. (WEATHERIZATION/ASSURANCE 16) | | 83,880 | 56,384 | 140,264 | 8,589 | 14,096 | 0 | 22,685 | 0 | 162,949 |
| Service Territory Total | 23B-5009 | 461,744 | 310,384 | 772,128 | 135,589 | 141,096 | 639,885 | 916,570 | 883,651 | 2,572,349 |
| 10 Imperial Service Territory - Campesinos Unidos, Inc. | | | | | | | | | | |
| Imperial County | | 159,177 | 106,999 | 266,176 | 53,499 | 53,499 | 166,867 | 273,865 | 474,929 | 1,014,970 |
| San Diego County - Area A | | 872,075 | 586,210 | 1,458,285 | 293,105 | 293,105 | 738,398 | 1,324,608 | 2,777,781 | 5,560,674 |
| Service Territory Total | 23B-5010 | 1,031,252 | 693,209 | 1,724,461 | 346,604 | 346,604 | 905,265 | 1,598,473 | 3,252,710 | 6,575,644 |
| 11 Inyo Service Territory - Inyo Mono Advocates for Community Action, Inc. | | | | | | | | | | |
| Inyo County | | 38,912 | 26,157 | 65,069 | 13,078 | 13,078 | 114,531 | 140,687 | 42,361 | 248,117 |
| Mono County | | 48,912 | 32,879 | 81,791 | 16,439 | 16,439 | 173,548 | 206,426 | 23,666 | 311,883 |
| Service Territory Total | 23B-5011 | 87,824 | 59,036 | 146,860 | 29,517 | 29,517 | 288,079 | 347,113 | 66,027 | 560,000 |
| 12 Kern County - Community Action Partnership of Kern | 23B-5012 | 1,554,559 | 1,044,976 | 2,599,535 | 522,488 | 522,488 | 1,441,625 | 2,486,601 | 4,826,309 | 9,912,445 |
| 13 Kings County - Kings Community Action Organization, Inc. | 23B-5013 | 302,585 | 203,398 | 505,983 | 101,699 | 101,699 | 439,204 | 642,602 | 780,806 | 1,929,391 |
| 14 Lake Service Territory - North Coast Energy Services, Inc. | | | | | | | | | | |
| Lake County | | 297,232 | 199,799 | 497,031 | 99,900 | 99,900 | 387,229 | 587,029 | 811,198 | 1,895,258 |
| Mendocino County | | 358,893 | 241,248 | 600,141 | 120,624 | 120,624 | 520,935 | 762,183 | 926,108 | 2,288,432 |
| Napa County | | 148,988 | 100,150 | 249,138 | 50,075 | 50,075 | 222,263 | 322,413 | 378,449 | 950,000 |
| Solano County | | 391,471 | 263,147 | 654,618 | 131,574 | 131,574 | 236,760 | 499,908 | 1,341,639 | 2,496,165 |
| Sonoma County | | 626,252 | 420,967 | 1,047,219 | 210,483 | 210,483 | 984,760 | 1,405,726 | 1,540,266 | 3,993,211 |
| Yolo County | | 312,663 | 210,172 | 522,835 | 105,086 | 105,086 | 403,406 | 613,578 | 857,239 | 1,993,652 |
| Service Territory Total | 23B-5014 | 2,135,499 | 1,435,483 | 3,570,982 | 717,742 | 717,742 | 2,755,353 | 4,190,837 | 5,854,899 | 13,616,718 |
| 15 Lassen County - Lassen Economic Development Corporation | 23B-5015 | 105,663 | 71,026 | 176,689 | 35,513 | 35,513 | 349,344 | 420,370 | 76,685 | 673,744 |
| Los Angeles County | | | | | | | | | | |
| 16 Area A - Maravilla Foundation | 23B-5016 | 3,254,694 | 2,187,803 | 5,442,497 | 1,093,902 | 1,093,902 | 4,855,451 | 7,043,255 | 8,267,390 | 20,753,142 |
| 17 Area B - Pacific Asian Consortium in Employment | 23B-5017 | 1,988,478 | 1,336,656 | 3,325,134 | 668,328 | 668,328 | 1,603,496 | 2,940,152 | 6,413,986 | 12,679,272 |
| 18 Area C - Long Beach Community Action Partnership | 23B-5018 | 2,007,213 | 1,349,250 | 3,356,463 | 674,625 | 674,625 | 1,294,883 | 2,644,133 | 6,798,136 | 12,798,732 |
| 19 Madera County - Community Action Partnership of Madera County, Inc. | 23B-5019 | 327,552 | 220,181 | 547,733 | 110,090 | 110,090 | 277,343 | 497,523 | 1,043,337 | 2,088,593 |
| 20 Marin County - Community Action Marin (NON WEATHERIZATION/ASSURANCE 16) | 23B-5020 | 0 | 0 | 0 | 36,745 | 36,745 | 149,667 | 223,157 | 473,945 | 697,102 |
| 21 Mariposa County - Mariposa County Human Services Department | 23B-5021 | 87,824 | 59,036 | 146,860 | 29,518 | 29,518 | 212,462 | 271,498 | 141,642 | 560,000 |

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# ALLOCATION SPREADSHEET

**State of California**
**Department of Community Services and Development**
**Total 2023 LIHEAP Contract**
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| | County/Service Territory | Contract Number | Direct Services: Weatherization: Initial WX Program | Direct Services: Weatherization: Delayed WX Program | Direct Services: Weatherization: WX Program Subtotal | Direct Services: Administration/Assurance 16/ECIP/HEAP: Allowable Admin | Direct Services: Administration/Assurance 16/ECIP/HEAP: Allowable A16 | Direct Services: Administration/Assurance 16/ECIP/HEAP: ECIP/HEAP Program | Direct Services: Administration/Assurance 16/ECIP/HEAP: Admin/A16/ ECIP/HEAP Subtotal | Utility Assistance: ECIP FT/HEAP G&E Program Subtotal | Total Contract Allocation |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 22 | Merced County - Merced County CAA | 23B-5022 | 613,984 | 412,720 | 1,026,704 | 206,360 | 206,360 | 519,868 | 932,588 | 1,955,695 | 3,914,987 |
| 23 | Modoc - T.E.A.C.H. Inc. (NON WEATHERIZATION/ASSURANCE 16) | 23B-5023 | 0 | 0 | 0 | 19,603 | 14,096 | 189,393 | 223,092 | 148,808 | 371,900 |
| 24 | Orange County - Community Action Partnership of Orange County | 23B-5024 | 1,633,466 | 1,098,017 | 2,731,483 | 549,009 | 549,009 | 2,370,990 | 3,469,008 | 4,215,094 | 10,415,585 |
| 25 | Placer Service Territory - Project GO, Inc. | | | | | | | | | | |
| | Nevada County | | 322,674 | 216,902 | 539,576 | 108,451 | 108,451 | 845,657 | 1,062,559 | 455,353 | 2,057,488 |
| | Placer County | | 380,158 | 255,542 | 635,700 | 127,771 | 127,771 | 597,785 | 853,327 | 934,998 | 2,424,025 |
| | Service Territory Total | 23B-5025 | 702,832 | 472,444 | 1,175,276 | 236,222 | 236,222 | 1,443,442 | 1,915,886 | 1,390,351 | 4,481,513 |
| 26 | Plumas Service Territory - Plumas Co. Community Development Commission | | | | | | | | | | |
| | Plumas County | | 77,043 | 51,788 | 128,831 | 25,894 | 25,894 | 251,614 | 303,402 | 59,021 | 491,254 |
| | Sierra County | | 13,936 | 9,368 | 23,304 | 4,684 | 4,684 | 43,827 | 53,195 | 12,361 | 88,860 |
| | Service Territory Total | 23B-5026 | 90,979 | 61,156 | 152,135 | 30,578 | 30,578 | 295,441 | 356,597 | 71,382 | 580,114 |
| 27 | Riverside County - Community Action Partnership of Riverside County | 23B-5027 | 2,561,486 | 1,721,832 | 4,283,318 | 860,916 | 860,916 | 2,272,122 | 3,993,954 | 8,055,707 | 16,332,979 |
| 28 | Sacramento Service Territory - Community Resource Project, Inc. | | | | | | | | | | |
| | Sacramento County | | 1,940,483 | 1,304,394 | 3,244,877 | 652,197 | 652,197 | 2,738,388 | 4,042,782 | 5,085,577 | 12,373,236 |
| | Sutter County | | 171,677 | 115,402 | 287,079 | 57,701 | 57,701 | 242,269 | 357,671 | 449,928 | 1,094,678 |
| | Yuba County | | 189,577 | 127,434 | 317,011 | 63,717 | 63,717 | 313,390 | 440,824 | 450,976 | 1,208,811 |
| | Service Territory Total | 23B-5028 | 2,301,737 | 1,547,230 | 3,848,967 | 773,615 | 773,615 | 3,294,047 | 4,841,277 | 5,986,481 | 14,676,725 |
| 29 | San Benito Co. - HHSA, Comm. Svcs. & Wkfs. Dev. (NON WEATHERIZATION/A16) | 23B-5029 | 0 | 0 | 0 | 20,865 | 20,865 | 60,198 | 101,928 | 293,906 | 395,834 |
| 30 | San Bernardino County - Community Action Partnership of San Bernardino Co. | 23B-5030 | 2,085,769 | 1,402,055 | 3,487,824 | 701,028 | 701,028 | 2,607,024 | 4,009,080 | 5,802,730 | 13,299,634 |
| 31 | San Diego County - Area B - Metropolitan Area Advisory Committee | 23B-5031 | 628,004 | 422,145 | 1,050,149 | 211,072 | 211,072 | 1,240,725 | 1,662,869 | 1,291,366 | 4,004,384 |
| 32 | San Joaquin Co. - San Joaquin Co. Dept. of Aging & Community Services | 23B-5032 | 765,761 | 514,745 | 1,280,506 | 257,372 | 257,372 | 463,128 | 977,872 | 2,624,395 | 4,882,773 |
| 33 | San Luis Obispo Co. - Community Action Partnership of San Luis Obispo Co., Inc. | 23B-5033 | 260,430 | 175,062 | 435,492 | 87,531 | 87,531 | 514,523 | 689,585 | 535,524 | 1,660,601 |
| 34 | Santa Barbara Co. - Community Action Commission of Santa Barbara County | 23B-5034 | 339,029 | 227,895 | 566,924 | 113,948 | 113,948 | 956,868 | 1,184,764 | 410,086 | 2,161,774 |
| 35 | Santa Clara Co. - Sacred Heart Community Service (NON WEATHERIZATION/A16) | 23B-5035 | 0 | 0 | 0 | 290,490 | 290,490 | 986,016 | 1,566,996 | 3,944,063 | 5,511,059 |
| 36 | Santa Cruz Service Territory - Central Coast Energy Services, Inc. | | | | | | | | | | |
| | Monterey County | | 539,686 | 362,778 | 902,464 | 181,389 | 181,389 | 456,960 | 819,738 | 1,719,038 | 3,441,240 |
| | San Francisco County | | 484,981 | 326,004 | 810,985 | 163,002 | 163,002 | 312,868 | 638,872 | 1,642,559 | 3,092,416 |
| | San Mateo County | | 417,825 | 280,862 | 698,687 | 140,431 | 140,431 | 320,085 | 600,947 | 1,364,571 | 2,664,205 |
| | Santa Cruz County | | 322,819 | 216,999 | 539,818 | 108,500 | 108,500 | 273,336 | 490,336 | 1,028,262 | 2,058,416 |
| | Marin County (WEATHERIZATION/ASSURANCE 16) | | 154,667 | 103,967 | 258,634 | 15,239 | 15,239 | 0 | 30,478 | 0 | 289,112 |
| | San Benito County (WEATHERIZATION/ASSURANCE 16) | | 87,824 | 59,036 | 146,860 | 8,653 | 8,653 | 0 | 17,306 | 0 | 164,166 |
| | Santa Clara County (WEATHERIZATION/ASSURANCE 16/EHCS) | | 1,247,702 | 838,706 | 2,086,408 | 128,863 | 128,863 | 100,614 | 358,340 | 0 | 2,444,748 |
| | Service Territory Total | 23B-5036 | 3,255,504 | 2,188,352 | 5,443,856 | 746,077 | 746,077 | 1,463,863 | 2,956,017 | 5,754,430 | 14,154,303 |
| 37 | Shasta/Tehama Service Territory - Self-Help Home Improvement Project, Inc. | | | | | | | | | | |
| | Shasta County | | 399,990 | 268,874 | 668,864 | 134,437 | 134,437 | 854,757 | 1,123,631 | 757,992 | 2,550,487 |
| | Tehama County | | 170,034 | 114,297 | 284,331 | 57,148 | 57,148 | 363,353 | 477,649 | 322,219 | 1,084,199 |
| | Service Territory Total | 23B-5037 | 570,024 | 383,171 | 953,195 | 191,585 | 191,585 | 1,218,110 | 1,601,280 | 1,080,211 | 3,634,686 |
| 38 | Siskiyou County - Great Northern Services | 23B-5038 | 310,846 | 208,951 | 519,797 | 104,475 | 104,475 | 664,259 | 873,209 | 589,060 | 1,982,066 |
| 39 | Stanislaus County - Central Valley Opportunity Center, Incorporated | 23B-5039 | 702,138 | 471,978 | 1,174,116 | 235,989 | 235,989 | 509,580 | 981,558 | 2,321,420 | 4,477,094 |
| 40 | Tulare County - Community Services & Employment Training, Inc. | 23B-5040 | 921,984 | 619,758 | 1,541,742 | 309,879 | 309,879 | 1,115,223 | 1,734,981 | 2,602,187 | 5,878,910 |
| 41 | Ventura County - Community Action of Ventura County, Inc. | 23B-5041 | 424,638 | 285,442 | 710,080 | 142,721 | 142,721 | 496,516 | 781,958 | 1,215,608 | 2,707,646 |
| 42 | Association of California Community and Energy Services (ACCES) | 22B-4042 | 0 | 0 | 0 | 0 | 0 | 45,405 | 45,405 | 0 | 45,405 |
| | TOTALS | | 36,742,939 | 24,698,626 | 61,441,565 | 12,349,313 | 12,349,313 | 45,381,260 | 70,079,886 | 102,810,497 | 234,331,948 |

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# ALLOCATION SPREADSHEET

**State of California**
**Department of Community Services and Development**
**Total 2023 LIHEAP Contract**
**Facesheet**

| County/Service Territory | Initial WX Intake 8% | Initial WX Outreach 5% | Initial WX Training 5% | Approved Waiver Total WX Intake 8% | Approved Waiver Total WX Outreach 5% | Approved Waiver Total WX Training 5% | ECIP/HEAP Intake 8% | ECIP/HEAP Outreach 5% | ECIP/HEAP Training 2% |
|---|---|---|---|---|---|---|---|---|---|
| 1 Alameda County - Spectrum Community Services, Inc. | 99,126 | 61,954 | 61,954 | 165,759 | 103,599 | 103,599 | 399,674 | 249,796 | 99,919 |
| 2 Amador/Tuolumne Service Territory - Amador-Tuolumne CAA | | | | | | | | | |
| Amador County | 4,303 | 2,689 | 2,689 | 7,195 | 4,497 | 4,497 | 17,349 | 10,843 | 4,337 |
| Calaveras County | 6,365 | 3,978 | 3,978 | 10,644 | 6,653 | 6,653 | 25,665 | 16,041 | 6,416 |
| Tuolumne County | 12,032 | 7,520 | 7,520 | 20,120 | 12,575 | 12,575 | 48,512 | 30,320 | 12,128 |
| Service Territory Total | 22,700 | 14,187 | 14,187 | 37,959 | 23,725 | 23,725 | 91,526 | 57,204 | 22,881 |
| 3 Butte County - CAA of Butte County, Inc. | 55,015 | 34,385 | 34,385 | 91,996 | 57,498 | 57,498 | 221,820 | 138,637 | 55,455 |
| 4 Colusa Service Territory - Glenn County Community Action Department | | | | | | | | | |
| Colusa County | 2,598 | 1,624 | 1,624 | 4,345 | 2,716 | 2,716 | 10,477 | 6,548 | 2,619 |
| Glenn County | 3,692 | 2,307 | 2,307 | 6,174 | 3,859 | 3,859 | 14,885 | 9,303 | 3,721 |
| Trinity County | 2,743 | 1,714 | 1,714 | 4,587 | 2,867 | 2,867 | 11,060 | 6,912 | 2,765 |
| Service Territory Total | 9,033 | 5,645 | 5,645 | 15,106 | 9,442 | 9,442 | 36,422 | 22,763 | 9,105 |
| 5 Contra Costa Co. - Contra Costa Employment & Human Services Dept/CSB | 59,427 | 37,142 | 37,142 | 99,374 | 62,109 | 62,109 | 239,609 | 149,755 | 59,902 |
| 6 Del Norte County - Del Norte Senior Center, Inc. | 13,676 | 8,547 | 8,547 | 22,868 | 14,293 | 14,293 | 55,140 | 34,462 | 13,785 |
| 7 El Dorado Service Territory - El Dorado Co. Health & Human Services Agency | | | | | | | | | |
| Alpine County | 435 | 272 | 272 | 728 | 455 | 455 | 1,754 | 1,096 | 439 |
| El Dorado County | 30,881 | 19,300 | 19,300 | 51,639 | 32,274 | 32,274 | 124,510 | 77,819 | 31,128 |
| Service Territory Total | 31,316 | 19,572 | 19,572 | 52,367 | 32,729 | 32,729 | 126,264 | 78,915 | 31,567 |
| 8 Fresno County - Fresno County Economic Opportunities Commission | 128,062 | 80,039 | 80,039 | 214,145 | 133,840 | 133,840 | 516,340 | 322,713 | 129,085 |
| 9 Humboldt Service Territory - Redwood CAA | | | | | | | | | |
| Humboldt County | 30,229 | 18,893 | 18,893 | 50,549 | 31,593 | 31,593 | 121,883 | 76,177 | 30,471 |
| Modoc Co. (WEATHERIZATION/ASSURANCE 16) | 6,710 | 4,194 | 4,194 | 11,221 | 7,013 | 7,013 | 0 | 0 | 0 |
| Service Territory Total | 36,939 | 23,087 | 23,087 | 61,770 | 38,606 | 38,606 | 121,883 | 76,177 | 30,471 |
| 10 Imperial Service Territory - Campesinos Unidos, Inc. | | | | | | | | | |
| Imperial County | 12,734 | 7,959 | 7,959 | 21,294 | 13,309 | 13,309 | 51,344 | 32,090 | 12,836 |
| San Diego County - Area A | 69,766 | 43,604 | 43,604 | 116,663 | 72,914 | 72,914 | 281,294 | 175,809 | 70,324 |
| Service Territory Total | 82,500 | 51,563 | 51,563 | 137,957 | 86,223 | 86,223 | 332,638 | 207,899 | 83,160 |
| 11 Inyo Service Territory - Inyo Mono Advocates for Community Action, Inc. | | | | | | | | | |
| Inyo County | 3,113 | 1,946 | 1,946 | 5,206 | 3,253 | 3,253 | 12,551 | 7,845 | 3,138 |
| Mono County | 3,913 | 2,446 | 2,446 | 6,543 | 4,090 | 4,090 | 15,777 | 9,861 | 3,944 |
| Service Territory Total | 7,026 | 4,392 | 4,392 | 11,749 | 7,343 | 7,343 | 28,328 | 17,706 | 7,082 |
| 12 Kern County - Community Action Partnership of Kern | 124,365 | 77,728 | 77,728 | 207,963 | 129,977 | 129,977 | 501,435 | 313,397 | 125,359 |
| 13 Kings County - Kings Community Action Organization, Inc. | 24,207 | 15,129 | 15,129 | 40,479 | 25,299 | 25,299 | 97,601 | 61,001 | 24,400 |
| 14 Lake Service Territory - North Coast Energy Services, Inc. | | | | | | | | | |
| Lake County | 23,779 | 14,862 | 14,862 | 39,762 | 24,852 | 24,852 | 95,874 | 59,921 | 23,969 |
| Mendocino County | 28,711 | 17,945 | 17,945 | 48,011 | 30,007 | 30,007 | 115,763 | 72,352 | 28,941 |
| Napa County | 11,919 | 7,449 | 7,449 | 19,931 | 12,457 | 12,457 | 48,057 | 30,036 | 12,014 |
| Solano County | 31,318 | 19,574 | 19,574 | 52,369 | 32,731 | 32,731 | 126,272 | 78,920 | 31,568 |
| Sonoma County | 50,100 | 31,313 | 31,313 | 83,778 | 52,361 | 52,361 | 202,002 | 126,251 | 50,501 |
| Yolo County | 25,013 | 15,633 | 15,633 | 41,827 | 26,142 | 26,142 | 100,852 | 63,032 | 25,213 |
| Service Territory Total | 170,840 | 106,776 | 106,776 | 285,678 | 178,550 | 178,550 | 688,820 | 430,512 | 172,206 |
| 15 Lassen County - Lassen Economic Development Corporation | 8,453 | 5,283 | 5,283 | 14,135 | 8,834 | 8,834 | 34,082 | 21,301 | 8,521 |
| Los Angeles County | | | | | | | | | |
| 16 Area A - Maravilla Foundation | 260,376 | 162,735 | 162,735 | 435,400 | 272,125 | 272,125 | 1,049,827 | 656,142 | 262,457 |
| 17 Area B - Pacific Asian Consortium in Employment | 159,078 | 99,424 | 99,424 | 266,011 | 166,257 | 166,257 | 641,399 | 400,874 | 160,350 |
| 18 Area C - Long Beach Community Action Partnership | 160,577 | 100,361 | 100,361 | 268,517 | 167,823 | 167,823 | 647,442 | 404,651 | 161,860 |
| 19 Madera County - Community Action Partnership of Madera County, Inc. | 26,204 | 16,378 | 16,378 | 43,819 | 27,387 | 27,387 | 105,654 | 66,034 | 26,414 |
| 20 Marin County - Community Action Marin (NON WEATHERIZATION/ASSURANCE 16) | 0 | 0 | 0 | 0 | 0 | 0 | 49,889 | 31,181 | 12,472 |
| 21 Mariposa County - Mariposa County Human Services Department | 7,026 | 4,391 | 4,391 | 11,749 | 7,343 | 7,343 | 28,328 | 17,705 | 7,082 |

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# ALLOCATION SPREADSHEET

**State of California**
**Department of Community Services and Development**
**Total 2023 LIHEAP Contract**
**Facesheet**

| County/Service Territory | Initial WX Intake 8% | Initial WX Outreach 5% | Initial WX Training 5% | Approved Waiver Total WX Intake 8% | Approved Waiver Total WX Outreach 5% | Approved Waiver Total WX Training 5% | ECIP/HEAP Intake 8% | ECIP/HEAP Outreach 5% | ECIP/HEAP Training 2% |
|---|---|---|---|---|---|---|---|---|---|
| 22 Merced County - Merced County CAA | 49,119 | 30,699 | 30,699 | 82,136 | 51,335 | 51,335 | 198,045 | 123,778 | 49,511 |
| 23 Modoc - T.E.A.C.H. Inc. (NON WEATHERIZATION/ASSURANCE 16) | 0 | 0 | 0 | 0 | 0 | 0 | 27,056 | 16,910 | 6,764 |
| 24 Orange County - Community Action Partnership of Orange County | 130,677 | 81,673 | 81,673 | 218,519 | 136,574 | 136,574 | 526,887 | 329,304 | 131,722 |
| 25 Placer Service Territory - Project GO, Inc. | | | | | | | | | |
| Nevada County | 25,814 | 16,134 | 16,134 | 43,166 | 26,979 | 26,979 | 104,081 | 65,051 | 26,020 |
| Placer County | 30,413 | 19,008 | 19,008 | 50,856 | 31,785 | 31,785 | 122,623 | 76,639 | 30,656 |
| Service Territory Total | 56,227 | 35,142 | 35,142 | 94,022 | 58,764 | 58,764 | 226,704 | 141,690 | 56,676 |
| 26 Plumas Service Territory - Plumas Co. Community Development Commission | | | | | | | | | |
| Plumas County | 6,163 | 3,852 | 3,852 | 10,306 | 6,442 | 6,442 | 24,851 | 15,532 | 6,213 |
| Sierra County | 1,115 | 697 | 697 | 1,864 | 1,165 | 1,165 | 4,495 | 2,809 | 1,124 |
| Service Territory Total | 7,278 | 4,549 | 4,549 | 12,170 | 7,607 | 7,607 | 29,346 | 18,341 | 7,337 |
| 27 Riverside County - Community Action Partnership of Riverside County | 204,919 | 128,074 | 128,074 | 342,665 | 214,166 | 214,166 | 826,226 | 516,391 | 206,557 |
| 28 Sacramento Service Territory - Community Resource Project, Inc. | | | | | | | | | |
| Sacramento County | 155,239 | 97,024 | 97,024 | 259,590 | 162,244 | 162,244 | 625,917 | 391,198 | 156,479 |
| Sutter County | 13,734 | 8,584 | 8,584 | 22,966 | 14,354 | 14,354 | 55,376 | 34,610 | 13,844 |
| Yuba County | 15,166 | 9,479 | 9,479 | 25,361 | 15,851 | 15,851 | 61,149 | 38,218 | 15,287 |
| Service Territory Total | 184,139 | 115,087 | 115,087 | 307,917 | 192,449 | 192,449 | 742,442 | 464,026 | 185,610 |
| 29 San Benito Co. - HHSA, Comm. Svcs. & Wkfs. Dev. (NON WEATHERIZATION/A16) | 0 | 0 | 0 | 0 | 0 | 0 | 28,328 | 17,705 | 7,082 |
| 30 San Bernardino County - Community Action Partnership of San Bernardino Co. | 166,862 | 104,288 | 104,288 | 279,026 | 174,391 | 174,391 | 672,780 | 420,488 | 168,195 |
| 31 San Diego County - Area B - Metropolitan Area Advisory Committee | 50,240 | 31,400 | 31,400 | 84,012 | 52,507 | 52,507 | 202,567 | 126,605 | 50,642 |
| 32 San Joaquin Co. - San Joaquin Co. Dept. of Aging & Community Services | 61,261 | 38,288 | 38,288 | 102,440 | 64,025 | 64,025 | 247,002 | 154,376 | 61,750 |
| 33 San Luis Obispo Co. - Community Action Partnership of San Luis Obispo Co., Inc. | 20,834 | 13,022 | 13,022 | 34,839 | 21,775 | 21,775 | 84,004 | 52,502 | 21,001 |
| 34 Santa Barbara Co. - Community Action Commission of Santa Barbara County | 27,122 | 16,951 | 16,951 | 45,354 | 28,346 | 28,346 | 109,356 | 68,348 | 27,339 |
| 35 Santa Clara Co. - Sacred Heart Community Service (NON WEATHERIZATION/A16) | 0 | 0 | 0 | 0 | 0 | 0 | 394,406 | 246,504 | 98,602 |
| 36 Santa Cruz Service Territory - Central Coast Energy Services, Inc. | | | | | | | | | |
| Monterey County | 43,175 | 26,984 | 26,984 | 72,197 | 45,123 | 45,123 | 174,080 | 108,800 | 43,520 |
| San Francisco County | 38,798 | 24,249 | 24,249 | 64,879 | 40,549 | 40,549 | 156,434 | 97,771 | 39,109 |
| San Mateo County | 33,426 | 20,891 | 20,891 | 55,895 | 34,934 | 34,934 | 134,772 | 84,233 | 33,693 |
| Santa Cruz County | 25,826 | 16,141 | 16,141 | 43,185 | 26,991 | 26,991 | 104,128 | 65,080 | 26,032 |
| Marin County (WEATHERIZATION/ASSURANCE 16) | 12,373 | 7,733 | 7,733 | 20,691 | 12,932 | 12,932 | 0 | 0 | 0 |
| San Benito County (WEATHERIZATION/ASSURANCE 16) | 7,026 | 4,391 | 4,391 | 11,749 | 7,343 | 7,343 | 0 | 0 | 0 |
| Santa Clara County (WEATHERIZATION/ASSURANCE 16/EHCS) | 99,816 | 62,385 | 62,385 | 166,913 | 104,320 | 104,320 | 8,049 | 5,031 | 2,012 |
| Service Territory Total | 260,440 | 162,774 | 162,774 | 435,509 | 272,192 | 272,192 | 577,463 | 360,915 | 144,366 |
| 37 Shasta/Tehama Service Territory - Self-Help Home Improvement Project, Inc. | | | | | | | | | |
| Shasta County | 31,999 | 20,000 | 20,000 | 53,509 | 33,443 | 33,443 | 129,020 | 80,637 | 32,255 |
| Tehama County | 13,603 | 8,502 | 8,502 | 22,746 | 14,217 | 14,217 | 54,846 | 34,279 | 13,711 |
| Service Territory Total | 45,602 | 28,502 | 28,502 | 76,255 | 47,660 | 47,660 | 183,866 | 114,916 | 45,966 |
| 38 Siskiyou County - Great Northern Services | 24,868 | 15,542 | 15,542 | 41,584 | 25,990 | 25,990 | 100,266 | 62,666 | 25,066 |
| 39 Stanislaus County - Central Valley Opportunity Center, Incorporated | 56,171 | 35,107 | 35,107 | 93,929 | 58,706 | 58,706 | 226,480 | 141,550 | 56,620 |
| 40 Tulare County - Community Services & Employment Training, Inc. | 73,759 | 46,099 | 46,099 | 123,339 | 77,087 | 77,087 | 297,393 | 185,871 | 74,348 |
| 41 Ventura County - Community Action of Ventura County, Inc. | 33,971 | 21,232 | 21,232 | 56,806 | 35,504 | 35,504 | 136,970 | 85,606 | 34,242 |
| 42 Association of California Community and Energy Services (ACCES) | | | | | | | | | |
| TOTALS | 2,939,435 | 1,837,147 | 1,837,147 | 4,915,323 | 3,072,080 | 3,072,080 | 11,851,708 | 7,407,317 | 2,962,929 |

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State of California-Health and Human Services Agency
**DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT**
**2389 Gateway Oaks Drive, Suite 100, Sacramento, CA 95833**
**Telephone: (916) 576-7109 | Fax: (916) 263-1406**
**www.csd.ca.gov**

DAVID SCRIBNER
DIRECTOR

GAVIN NEWSOM
GOVERNOR

Dear Executive Director:

The purpose of this letter is to provide funding information for the 2023 Low Income Home Energy Assistance Program (LIHEAP) contract. The Department of Community Services and Development (CSD) expects to receive the initial LIHEAP grant award in October 2022 from the United States Department of Health and Human Services (HHS). Receipt of the grant award is contingent upon HHS's approval of California's LIHEAP State Plan. CSD will inform the network when funding is available and when Departmental systems are ready to input applications.

Note that CSD will not process any claims for 2023 LIHEAP contract reimbursement or issue any 2023 program year LIHEAP utility assistance benefits until your contract is fully executed. To avoid gaps in LIHEAP service delivery, Local Service Providers are encouraged to continue assistance delivery under all available open LIHEAP contracts while the 2023 LIHEAP contract is fully executed. Contact your field representative if you need assistance moving funds within the components of any open LIHEAP contracts.

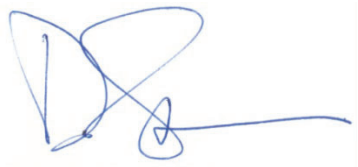
CSD received four comments on the 2023 LIHEAP draft contract. In response to the comments received, CSD modified the 2023 LIHEAP contract to:

- Update links to documents incorporated by reference;
- Remove reference to the Memorandum for Understanding for Information Technology security requirements; and
- Remove the maximum average weatherization investment per unit cap.

As a reminder, the Wood, Propane, and Oil (WPO) Benefit Formula Policy is incorporated into the 2023 LIHEAP contract as outlined in CPA-E-21-04 and CPA-E-21-04M.

It is through the continued collaboration and commitment between CSD and your agency to those we are tasked to serve that permits us all to effectively and efficiently administer these critical programs and services – programs and services designed to strengthen the economic security of vulnerable Californians.

Sincerely,



DAVID SCRIBNER, ESQ.
Director

Attachments

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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

| **STANDARD AGREEMENT**<br>STD. 213 (Rev 03/2019) CSD (Rev 07/2019) | AGREEMENT NUMBER<br>**23B-5021** | PURCHASING AUTHORITY NUMBER (if applicable) |
|---|---|---|

1. This Agreement is entered into between the Contracting Agency and the Contractor named below

CONTRACTING AGENCY NAME
**Department of Community Services and Development**

CONTRACTOR NAME
**Mariposa County Human Services Department**

2. The term of this Agreement is: November 1, 2022 through June 30, 2024

3. The maximum amount of this Agreement is: Total $525,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits that are by this reference made a part of the Agreement:

Preamble*
Article 1 - Scope of Work*
Article 2 - Contract Administration and Procedure*
Article 3 - Contract Changes*
Article 4 - Administrative Policies and Procedures*; Article 5 - Administrative and Program Expenditures Re
Article 6 - Reporting Policies and Procedures*; Article 7 - Program Policies and Procedures*;
Article 8 - Program Implementation*; Article 9 - Training, Licensing and Certifications*;
Article 10 - Compliance Policies and Procedures*; Article 11 - Federal and State Policy Provisions*;
Article 12 - General Terms and Conditions GTC 04/2017* ; Article 13 - Definitions*;
Article 14 - Table of Forms and Documents Incorporated by Reference*

Items shown with an Asterisk (*) are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be accessed at https://agencies.csd.ca.gov/.

**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO**

| **CONTRACTOR** | | | | **California Department of General Services Approval (or exemption, if applicable)** |
|---|---|---|---|---|
| CONTRACTOR NAME *(If other than an individual, state whether a corporation, partnership, etc.)*<br>**Mariposa County Human Services Department** | | | | |
| CONTRACTOR BUSINESS ADDRESS, CITY, STATE ZIP<br>P.O. Box 99, Mariposa, CA 95338 | | | | |
| PRINTED NAME OF PERSON SIGNING<br>Miles S Menetrey | | TITLE<br>Mariposa County Board Chair | | |
| CONTRACTOR AUTHORIZED SIGNATURE<br>DocuSigned by: Miles S Menetrey B43EC70C19BE446... | | DATE SIGNED<br>2/28/2023 | | **I hereby certify that all conditions for exemption have been complied with, and the document is exempt from the Department of General Services approval.** |
| STATE OF CALIFORNIA | | | | |
| CONTRACTING AGENCY NAME<br>**Department of Community Services and Development** | | | | DS |
| CONTRACTING AGENCY ADDRESS<br>**2389 Gateway Oaks Drive, Suite 100** | CITY<br>**Sacramento** | STATE<br>**CA** | ZIP<br>**95833** | |
| PRINTED NAME OF PERSON SIGNING<br>**Chris Vail** | TITLE<br>**Chief Financial Officer** | | | Steven W. Dahlem |
| CONTRACTING AGENCY AUTHORIZED SIGNATURE<br>DocuSigned by: 5738D524A1A146B... | | DATE SIGNED<br>3/16/2023 | | DocuSigned by: Steven W. Dahlem F6A416F06B394BF... |

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# 2023 LIHEAP Contract Checklist

**General Comments and Requirements:**

Please contact your assigned Field Operations Representative immediately for assistance if this Agreement requires corrections. Agencies are required to utilize DocuSign to sign this Agreement. Please fill out and submit CSD 489 (DocuSign Contact Update Form) if you have not yet initialized DocuSign® with the California Department of Community Services and Development (CSD).

**Contract Packet:**

**The following completed documents/forms must be returned to CSD in the Agreement packet within 30 days (45 days for public agencies). Please use the checkboxes below to indicate the documents/forms are included:**

- ☐ Contract Face Sheet (STD 213) signed by individual authorized on Board Resolution
- ☐ Federal Funding Accountability and Transparency Act (FFATA) Form
- ☐ Lobbying Form
- ☐ Insurance or Self-Insurance. Please attach current evidence of insurance if not already on file with CSD
- ☐ Board resolution. (Not applicable if a general board resolution has already been submitted and is not specific to the program, program year, or contract number, and does not contain any changes.)

**Programmatic Contract Requirements (as applicable):**

- ☐ LIHEAP Production Plan (CSD 622)
- ☐ CSD 188 Agency Staff and Board Roster form (located under forms tab on the Local Agencies Portal). N/A If a general Board Roster was submitted and no changes have occurred.
- ☐ CSD 251 Public Website Update (CSD 251 located under forms tab on the Local Agencies Portal).
- ☐ CSD 143 Working Capital Advance (located under forms tab on the Local Agencies Portal). Submit the form to EARS.Reports@CSD.CA.GOV?

  **Please note**: The 2023 Agency Local Plan is due no later than 30 days after contract execution.

**Please return completed contract packets within 30 days (45 days for public agencies) to:**

All forms are located on the Local Agencies Portal at https://agencies.csd.ca.gov.

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# ALLOCATION SPREADSHEET

**State of California**
**Department of Community Services and Development**
**Total 2023 LIHEAP Contract**
**Facesheet**

| | County/Service Territory | Contract Number | Direct Services: Weatherization: Initial WX Program | Direct Services: Weatherization: Delayed WX Program | Direct Services: Weatherization: WX Program Subtotal | Direct Services: Administration/Assurance 16/ECIP/HEAP: Allowable Admin | Direct Services: Administration/Assurance 16/ECIP/HEAP: Allowable A16 | Direct Services: Administration/Assurance 16/ECIP/HEAP: ECIP/HEAP Program | Direct Services: Administration/Assurance 16/ECIP/HEAP: Admin/A16/ ECIP/HEAP Subtotal | Utility Assistance: ECIP FT/HEAP G&E Program Subtotal | Total Contract Allocation |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Alameda County - Spectrum Community Services, Inc. | 23B-5001 | 615,689 | 414,645 | 1,030,334 | 207,322 | 207,322 | 1,094,250 | 1,508,894 | 1,392,682 | 3,931,910 |
| 2 | Amador/Tuolumne Service Territory - Amador-Tuolumne CAA | | | | | | | | | | |
| | Amador County | | 35,865 | 24,154 | 60,019 | 12,077 | 12,077 | 55,050 | 79,204 | 89,819 | 229,042 |
| | Calaveras County | | 53,058 | 35,732 | 88,790 | 17,866 | 17,866 | 100,728 | 136,460 | 113,586 | 338,836 |
| | Tuolumne County | | 100,289 | 67,541 | 167,830 | 33,770 | 33,770 | 178,241 | 245,781 | 226,853 | 640,464 |
| | Service Territory Total | 23B-5002 | 189,212 | 127,427 | 316,639 | 63,713 | 63,713 | 334,019 | 461,445 | 430,258 | 1,208,342 |
| 3 | Butte County - CAA of Butte County, Inc. | 23B-5003 | 341,708 | 230,128 | 571,836 | 115,064 | 115,064 | 897,163 | 1,127,291 | 483,087 | 2,182,214 |
| 4 | Colusa Service Territory - Glenn County Community Action Department | | | | | | | | | | |
| | Colusa County | | 30,404 | 20,476 | 50,880 | 10,238 | 10,238 | 39,298 | 59,774 | 83,509 | 194,163 |
| | Glenn County | | 43,198 | 29,092 | 72,290 | 14,546 | 14,546 | 61,070 | 90,162 | 113,417 | 275,869 |
| | Trinity County | | 32,095 | 21,615 | 53,710 | 10,808 | 10,808 | 103,714 | 125,330 | 25,928 | 204,968 |
| | Service Territory Total | 23B-5004 | 105,697 | 71,183 | 176,880 | 35,592 | 35,592 | 204,082 | 275,266 | 222,854 | 675,000 |
| 5 | Contra Costa Co. - Contra Costa Employment & Human Services Dept/CSB | 23B-5005 | 527,274 | 355,101 | 882,375 | 177,550 | 177,550 | 425,961 | 781,061 | 1,703,842 | 3,367,278 |
| 6 | Del Norte County - Del Norte Senior Center, Inc. | 23B-5006 | 103,930 | 69,993 | 173,923 | 34,997 | 34,997 | 235,090 | 305,084 | 184,713 | 663,720 |
| 7 | El Dorado Service Territory - El Dorado Co. Health & Human Services Agency | | | | | | | | | | |
| | Alpine County | | 4,133 | 2,783 | 6,916 | 1,392 | 1,392 | 9,849 | 12,633 | 6,845 | 26,394 |
| | El Dorado County | | 293,355 | 197,564 | 490,919 | 98,782 | 98,782 | 699,114 | 896,678 | 485,825 | 1,873,422 |
| | Service Territory Total | 23B-5007 | 297,488 | 200,347 | 497,835 | 100,174 | 100,174 | 708,963 | 909,311 | 492,670 | 1,899,816 |
| 8 | Fresno County - Fresno County Economic Opportunities Commission | 23B-5008 | 1,216,535 | 819,293 | 2,035,828 | 409,647 | 409,646 | 737,087 | 1,556,380 | 4,176,824 | 7,769,032 |
| 9 | Humboldt Service Territory - Redwood CAA | | | | | | | | | | |
| | Humboldt County | | 256,351 | 172,643 | 428,994 | 86,322 | 86,322 | 434,898 | 607,542 | 600,573 | 1,637,109 |
| | Modoc Co. (WEATHERIZATION/ASSURANCE 16) | | 70,464 | 47,455 | 117,919 | 7,224 | 11,864 | 0 | 19,088 | 0 | 137,007 |
| | Service Territory Total | 23B-5009 | 326,815 | 220,098 | 546,913 | 93,546 | 98,186 | 434,898 | 626,630 | 600,573 | 1,774,116 |
| 10 | Imperial Service Territory - Campesinos Unidos, Inc. | | | | | | | | | | |
| | Imperial County | | 120,969 | 81,469 | 202,438 | 40,734 | 40,734 | 127,044 | 208,512 | 361,585 | 772,535 |
| | San Diego County - Area A | | 662,750 | 446,339 | 1,109,089 | 223,169 | 223,169 | 562,175 | 1,008,513 | 2,114,850 | 4,232,452 |
| | Service Territory Total | 23B-5010 | 783,719 | 527,808 | 1,311,527 | 263,903 | 263,903 | 689,219 | 1,217,025 | 2,476,435 | 5,004,987 |
| 11 | Inyo Service Territory - Inyo Mono Advocates for Community Action, Inc. | | | | | | | | | | |
| | Inyo County | | 36,424 | 24,530 | 60,954 | 12,265 | 12,265 | 107,402 | 131,932 | 39,724 | 232,610 |
| | Mono County | | 45,785 | 30,834 | 76,619 | 15,417 | 15,417 | 162,745 | 193,579 | 22,192 | 292,390 |
| | Service Territory Total | 23B-5011 | 82,209 | 55,364 | 137,573 | 27,682 | 27,682 | 270,147 | 325,511 | 61,916 | 525,000 |
| 12 | Kern County - Community Action Partnership of Kern | 23B-5012 | 1,109,164 | 746,983 | 1,856,147 | 373,491 | 373,491 | 1,030,449 | 1,777,431 | 3,449,762 | 7,083,340 |
| 13 | Kings County - Kings Community Action Organization, Inc. | 23B-5013 | 150,352 | 101,257 | 251,609 | 50,628 | 50,628 | 218,632 | 319,888 | 388,680 | 960,177 |
| 14 | Lake Service Territory - North Coast Energy Services, Inc. | | | | | | | | | | |
| | Lake County | | 147,692 | 99,465 | 247,157 | 49,733 | 49,733 | 292,318 | 391,784 | 304,249 | 943,190 |
| | Mendocino County | | 178,331 | 120,100 | 298,431 | 60,050 | 60,050 | 259,317 | 379,417 | 461,009 | 1,138,857 |
| | Napa County | | 74,031 | 49,857 | 123,888 | 24,929 | 24,929 | 110,641 | 160,499 | 188,388 | 472,775 |
| | Solano County | | 194,519 | 131,002 | 325,521 | 65,501 | 65,501 | 117,857 | 248,859 | 667,856 | 1,242,236 |
| | Sonoma County | | 311,179 | 209,568 | 520,747 | 104,784 | 104,784 | 490,206 | 699,774 | 766,732 | 1,987,253 |
| | Yolo County | | 155,360 | 104,629 | 259,989 | 52,315 | 52,315 | 200,812 | 305,442 | 426,726 | 992,157 |
| | Service Territory Total | 23B-5014 | 1,061,112 | 714,621 | 1,775,733 | 357,312 | 357,312 | 1,471,151 | 2,185,775 | 2,814,960 | 6,776,468 |
| 15 | Lassen County - Lassen Economic Development Corporation | 23B-5015 | 82,209 | 55,365 | 137,574 | 27,682 | 27,682 | 272,291 | 327,655 | 59,771 | 525,000 |
| | Los Angeles County | | | | | | | | | | |
| 16 | Area A - Maravilla Foundation | 23B-5016 | 1,978,769 | 1,332,631 | 3,311,400 | 666,315 | 666,316 | 2,957,337 | 4,289,968 | 5,035,466 | 12,636,834 |
| 17 | Area B - Pacific Asian Consortium in Employment | 23B-5017 | 1,398,785 | 942,032 | 2,340,817 | 471,016 | 471,016 | 1,130,014 | 2,072,046 | 4,520,055 | 8,932,918 |
| 18 | Area C - Long Beach Community Action Partnership | 23B-5018 | 1,220,335 | 821,852 | 2,042,187 | 410,926 | 410,926 | 788,682 | 1,610,534 | 4,140,580 | 7,793,301 |
| 19 | Madera County - Community Action Partnership of Madera County, Inc. | 23B-5019 | 162,758 | 109,612 | 272,370 | 54,806 | 54,806 | 138,059 | 247,671 | 519,364 | 1,039,405 |
| 20 | Marin County - Community Action Marin (NON WEATHERIZATION/ASSURANCE 16) | 23B-5020 | 0 | 0 | 0 | 25,555 | 25,555 | 104,052 | 155,162 | 329,499 | 484,661 |
| 21 | Mariposa County - Mariposa County Human Services Department | 23B-5021 | 82,209 | 55,365 | 137,574 | 27,682 | 27,682 | 199,237 | 254,601 | 132,825 | 525,000 |

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# ALLOCATION SPREADSHEET

**State of California**
**Department of Community Services and Development**
**Total 2023 LIHEAP Contract**
**Facesheet**

| County/Service Territory | Contract Number | Direct Services: Weatherization: Initial WX Program | Direct Services: Weatherization: Delayed WX Program | Direct Services: Weatherization: WX Program Subtotal | Direct Services: Administration/Assurance 16/ECIP/HEAP: Allowable Admin | Direct Services: Administration/Assurance 16/ECIP/HEAP: Allowable A16 | Direct Services: Administration/Assurance 16/ECIP/HEAP: ECIP/HEAP Program | Direct Services: Administration/Assurance 16/ECIP/HEAP: Admin/A16/ ECIP/HEAP Subtotal | Utility Assistance: ECIP FT/HEAP G&E Program Subtotal | Total Contract Allocation |
|---|---|---|---|---|---|---|---|---|---|---|
| 22 Merced County - Merced County CAA | 23B-5022 | 305,084 | 205,463 | 510,547 | 102,732 | 102,732 | 258,786 | 464,250 | 973,528 | 1,948,325 |
| 23 Modoc - T.E.A.C.H. Inc. (NON WEATHERIZATION/ASSURANCE 16) | 23B-5023 | 0 | 0 | 0 | 16,504 | 11,864 | 159,390 | 187,758 | 125,235 | 312,993 |
| 24 Orange County - Community Action Partnership of Orange County | 23B-5024 | 811,656 | 546,622 | 1,358,278 | 273,311 | 273,311 | 1,180,260 | 1,726,882 | 2,098,239 | 5,183,399 |
| 25 Placer Service Territory - Project GO, Inc. | | | | | | | | | | |
| Nevada County | | 196,178 | 132,119 | 328,297 | 66,059 | 66,059 | 515,069 | 647,187 | 277,345 | 1,252,829 |
| Placer County | | 231,126 | 155,655 | 386,781 | 77,828 | 77,828 | 364,097 | 519,753 | 569,484 | 1,476,018 |
| Service Territory Total | 23B-5025 | 427,304 | 287,774 | 715,078 | 143,887 | 143,887 | 879,166 | 1,166,940 | 846,829 | 2,728,847 |
| 26 Plumas Service Territory - Plumas Co. Community Development Commission | | | | | | | | | | |
| Plumas County | | 71,537 | 48,178 | 119,715 | 24,089 | 24,089 | 234,057 | 282,235 | 54,902 | 456,852 |
| Sierra County | | 10,671 | 7,187 | 17,858 | 3,593 | 3,593 | 33,621 | 40,807 | 9,483 | 68,148 |
| Service Territory Total | 23B-5026 | 82,208 | 55,365 | 137,573 | 27,682 | 27,682 | 267,678 | 323,042 | 64,385 | 525,000 |
| 27 Riverside County - Community Action Partnership of Riverside County | 23B-5027 | 1,272,782 | 857,174 | 2,129,956 | 428,587 | 428,587 | 1,131,044 | 1,988,218 | 4,010,065 | 8,128,239 |
| 28 Sacramento Service Territory - Community Resource Project, Inc. | | | | | | | | | | |
| Sacramento County | | 964,210 | 649,362 | 1,613,572 | 324,681 | 324,681 | 1,363,147 | 2,012,509 | 2,531,559 | 6,157,640 |
| Sutter County | | 85,305 | 57,450 | 142,755 | 28,725 | 28,725 | 120,600 | 178,050 | 223,970 | 544,775 |
| Yuba County | | 94,199 | 63,440 | 157,639 | 31,720 | 31,720 | 156,003 | 219,443 | 224,492 | 601,574 |
| Service Territory Total | 23B-5028 | 1,143,714 | 770,252 | 1,913,966 | 385,126 | 385,126 | 1,639,750 | 2,410,002 | 2,980,021 | 7,303,989 |
| 29 San Benito Co. - HHSA, Comm. Svcs. & Wkfs. Dev. (NON WEATHERIZATION/A16) | 23B-5029 | 0 | 0 | 0 | 19,573 | 19,573 | 56,451 | 95,597 | 275,611 | 371,208 |
| 30 San Bernardino County - Community Action Partnership of San Bernardino Co. | 23B-5030 | 1,268,095 | 854,017 | 2,122,112 | 427,009 | 427,008 | 1,587,875 | 2,441,892 | 3,534,302 | 8,098,306 |
| 31 San Diego County - Area B - Metropolitan Area Advisory Committee | 23B-5031 | 312,050 | 210,155 | 522,205 | 105,077 | 105,077 | 617,623 | 827,777 | 642,832 | 1,992,814 |
| 32 San Joaquin Co. - San Joaquin Co. Dept. of Aging & Community Services | 23B-5032 | 581,954 | 391,925 | 973,879 | 195,963 | 195,963 | 352,600 | 744,526 | 1,998,069 | 3,716,474 |
| 33 San Luis Obispo Co. - Community Action Partnership of San Luis Obispo Co., Inc. | 23B-5033 | 158,335 | 106,633 | 264,968 | 53,317 | 53,317 | 313,383 | 420,017 | 326,175 | 1,011,160 |
| 34 Santa Barbara Co. - Community Action Commission of Santa Barbara County | 23B-5034 | 257,651 | 173,519 | 431,170 | 86,759 | 86,759 | 728,507 | 902,025 | 312,217 | 1,645,412 |
| 35 Santa Clara Co. - Sacred Heart Community Service (NON WEATHERIZATION/A16) | 23B-5035 | 0 | 0 | 0 | 144,658 | 144,658 | 490,831 | 780,147 | 1,963,322 | 2,743,469 |
| 36 Santa Cruz Service Territory - Central Coast Energy Services, Inc. | | | | | | | | | | |
| Monterey County | | 328,116 | 220,974 | 549,090 | 110,487 | 110,487 | 278,323 | 499,297 | 1,047,025 | 2,095,412 |
| San Francisco County | | 294,856 | 198,575 | 493,431 | 99,288 | 99,288 | 190,560 | 389,136 | 1,000,442 | 1,883,009 |
| San Mateo County | | 254,027 | 171,078 | 425,105 | 85,539 | 85,539 | 194,956 | 366,034 | 831,128 | 1,622,267 |
| Santa Cruz County | | 196,266 | 132,178 | 328,444 | 66,089 | 66,089 | 166,482 | 298,660 | 626,291 | 1,253,395 |
| Marin County (WEATHERIZATION/ASSURANCE 16) | | 107,334 | 72,286 | 179,620 | 10,588 | 10,588 | 0 | 21,176 | 0 | 200,796 |
| San Benito County (WEATHERIZATION/ASSURANCE 16) | | 82,209 | 55,365 | 137,574 | 8,109 | 8,109 | 0 | 16,218 | 0 | 153,792 |
| Santa Clara County (WEATHERIZATION/ASSURANCE 16/EHCS) | | 619,973 | 417,530 | 1,037,503 | 64,107 | 64,107 | 50,085 | 178,299 | 0 | 1,215,802 |
| Service Territory Total | 23B-5036 | 1,882,781 | 1,267,986 | 3,150,767 | 444,207 | 444,207 | 880,406 | 1,768,820 | 3,504,886 | 8,424,473 |
| 37 Shasta/Tehama Service Territory - Self-Help Home Improvement Project, Inc. | | | | | | | | | | |
| Shasta County | | 263,352 | 177,358 | 440,710 | 88,679 | 88,679 | 563,788 | 741,146 | 499,962 | 1,681,818 |
| Tehama County | | 111,950 | 75,394 | 187,344 | 37,697 | 37,697 | 239,663 | 315,057 | 212,532 | 714,933 |
| Service Territory Total | 23B-5037 | 375,302 | 252,752 | 628,054 | 126,376 | 126,376 | 803,451 | 1,056,203 | 712,494 | 2,396,751 |
| 38 Siskiyou County - Great Northern Services | 23B-5038 | 188,986 | 127,276 | 316,262 | 63,638 | 63,638 | 404,584 | 531,860 | 358,782 | 1,206,904 |
| 39 Stanislaus County - Central Valley Opportunity Center, Incorporated | 23B-5039 | 506,027 | 340,791 | 846,818 | 170,396 | 170,396 | 367,916 | 708,708 | 1,676,061 | 3,231,587 |
| 40 Tulare County - Community Services & Employment Training, Inc. | 23B-5040 | 700,679 | 471,882 | 1,172,561 | 235,941 | 235,941 | 849,069 | 1,320,951 | 1,981,162 | 4,474,674 |
| 41 Ventura County - Community Action of Ventura County, Inc. | 23B-5041 | 322,711 | 217,335 | 540,046 | 108,667 | 108,667 | 378,020 | 595,354 | 925,498 | 2,060,898 |
| 42 Association of California Community and Energy Services (ACCES) | 22B-4042 | 0 | 0 | 0 | 0 | 0 | 34,054 | 34,054 | 0 | 34,054 |
| TOTALS | | 22,433,288 | 15,108,026 | 37,541,314 | 7,554,013 | 7,554,012 | 27,721,627 | 42,829,652 | 62,926,529 | 143,297,495 |

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# ALLOCATION SPREADSHEET

**State of California**
**Department of Community Services and Development**
**Total 2023 LIHEAP Contract**
**Facesheet**

| County/Service Territory | Initial WX Intake 8% | Initial WX Outreach 5% | Initial WX Training 5% | Approved Waiver Total WX Intake 8% | Approved Waiver Total WX Outreach 5% | Approved Waiver Total WX Training 5% | ECIP/HEAP Intake 8% | ECIP/HEAP Outreach 5% | ECIP/HEAP Training 2% |
|---|---|---|---|---|---|---|---|---|---|
| 1 Alameda County - Spectrum Community Services, Inc. | 49,255 | 30,784 | 30,784 | 82,427 | 51,517 | 51,517 | 198,955 | 124,347 | 49,739 |
| 2 Amador/Tuolumne Service Territory - Amador-Tuolumne CAA | | | | | | | | | |
| Amador County | 2,869 | 1,793 | 1,793 | 4,802 | 3,001 | 3,001 | 11,590 | 7,243 | 2,897 |
| Calaveras County | 4,245 | 2,653 | 2,653 | 7,103 | 4,440 | 4,440 | 17,145 | 10,716 | 4,286 |
| Tuolumne County | 8,023 | 5,014 | 5,014 | 13,426 | 8,392 | 8,392 | 32,408 | 20,255 | 8,102 |
| Service Territory Total | 15,137 | 9,460 | 9,460 | 25,331 | 15,833 | 15,833 | 61,143 | 38,214 | 15,285 |
| 3 Butte County - CAA of Butte County, Inc. | 27,337 | 17,085 | 17,085 | 45,747 | 28,592 | 28,592 | 110,420 | 69,013 | 27,605 |
| 4 Colusa Service Territory - Glenn County Community Action Department | | | | | | | | | |
| Colusa County | 2,432 | 1,520 | 1,520 | 4,070 | 2,544 | 2,544 | 9,825 | 6,140 | 2,456 |
| Glenn County | 3,456 | 2,160 | 2,160 | 5,783 | 3,615 | 3,615 | 13,959 | 8,724 | 3,490 |
| Trinity County | 2,568 | 1,605 | 1,605 | 4,297 | 2,686 | 2,686 | 10,371 | 6,482 | 2,593 |
| Service Territory Total | 8,456 | 5,285 | 5,285 | 14,150 | 8,845 | 8,845 | 34,155 | 21,346 | 8,539 |
| 5 Contra Costa Co. - Contra Costa Employment & Human Services Dept/CSB | 42,182 | 26,364 | 26,364 | 70,590 | 44,119 | 44,119 | 170,384 | 106,490 | 42,596 |
| 6 Del Norte County - Del Norte Senior Center, Inc. | 8,314 | 5,197 | 5,197 | 13,914 | 8,696 | 8,696 | 33,584 | 20,990 | 8,396 |
| 7 El Dorado Service Territory - El Dorado Co. Health & Human Services Agency | | | | | | | | | |
| Alpine County | 331 | 207 | 207 | 553 | 346 | 346 | 1,336 | 835 | 334 |
| El Dorado County | 23,468 | 14,668 | 14,668 | 39,274 | 24,546 | 24,546 | 94,795 | 59,247 | 23,699 |
| Service Territory Total | 23,799 | 14,875 | 14,875 | 39,827 | 24,892 | 24,892 | 96,131 | 60,082 | 24,033 |
| 8 Fresno County - Fresno County Economic Opportunities Commission | 97,323 | 60,827 | 60,827 | 162,866 | 101,791 | 101,791 | 393,113 | 245,696 | 98,278 |
| 9 Humboldt Service Territory - Redwood CAA | | | | | | | | | |
| Humboldt County | 20,508 | 12,818 | 12,818 | 34,320 | 21,450 | 21,450 | 82,838 | 51,774 | 20,709 |
| Modoc Co. (WEATHERIZATION/ASSURANCE 16) | 5,637 | 3,523 | 3,523 | 9,434 | 5,896 | 5,896 | 0 | 0 | 0 |
| Service Territory Total | 26,145 | 16,341 | 16,341 | 43,754 | 27,346 | 27,346 | 82,838 | 51,774 | 20,709 |
| 10 Imperial Service Territory - Campesinos Unidos, Inc. | | | | | | | | | |
| Imperial County | 9,678 | 6,048 | 6,048 | 16,195 | 10,122 | 10,122 | 39,090 | 24,431 | 9,773 |
| San Diego County - Area A | 53,020 | 33,138 | 33,138 | 88,727 | 55,454 | 55,454 | 214,162 | 133,851 | 53,541 |
| Service Territory Total | 62,698 | 39,186 | 39,186 | 104,922 | 65,576 | 65,576 | 253,252 | 158,282 | 63,314 |
| 11 Inyo Service Territory - Inyo Mono Advocates for Community Action, Inc. | | | | | | | | | |
| Inyo County | 2,914 | 1,821 | 1,821 | 4,876 | 3,048 | 3,048 | 11,770 | 7,356 | 2,943 |
| Mono County | 3,663 | 2,289 | 2,289 | 6,130 | 3,831 | 3,831 | 14,795 | 9,247 | 3,699 |
| Service Territory Total | 6,577 | 4,110 | 4,110 | 11,006 | 6,879 | 6,879 | 26,565 | 16,603 | 6,642 |
| 12 Kern County - Community Action Partnership of Kern | 88,733 | 55,458 | 55,458 | 148,492 | 92,807 | 92,807 | 358,417 | 224,011 | 89,604 |
| 13 Kings County - Kings Community Action Organization, Inc. | 12,028 | 7,518 | 7,518 | 20,129 | 12,580 | 12,580 | 48,585 | 30,366 | 12,146 |
| 14 Lake Service Territory - North Coast Energy Services, Inc. | | | | | | | | | |
| Lake County | 11,815 | 7,385 | 7,385 | 19,773 | 12,358 | 12,358 | 47,725 | 29,828 | 11,931 |
| Mendocino County | 14,266 | 8,917 | 8,917 | 23,874 | 14,922 | 14,922 | 57,626 | 36,016 | 14,407 |
| Napa County | 5,922 | 3,702 | 3,702 | 9,911 | 6,194 | 6,194 | 23,922 | 14,951 | 5,981 |
| Solano County | 15,562 | 9,726 | 9,726 | 26,042 | 16,276 | 16,276 | 62,857 | 39,286 | 15,714 |
| Sonoma County | 24,894 | 15,559 | 15,559 | 41,660 | 26,037 | 26,037 | 100,555 | 62,847 | 25,139 |
| Yolo County | 12,429 | 7,768 | 7,768 | 20,799 | 12,999 | 12,999 | 50,203 | 31,377 | 12,551 |
| Service Territory Total | 84,888 | 53,057 | 53,057 | 142,059 | 88,786 | 88,786 | 342,888 | 214,305 | 85,723 |
| 15 Lassen County - Lassen Economic Development Corporation | 6,577 | 4,110 | 4,110 | 11,006 | 6,879 | 6,879 | 26,565 | 16,603 | 6,641 |
| Los Angeles County | | | | | | | | | |
| 16 Area A - Maravilla Foundation | 158,302 | 98,938 | 98,938 | 264,912 | 165,570 | 165,570 | 639,424 | 399,640 | 159,856 |
| 17 Area B - Pacific Asian Consortium in Employment | 111,903 | 69,939 | 69,939 | 187,265 | 117,041 | 117,041 | 452,006 | 282,503 | 113,001 |
| 18 Area C - Long Beach Community Action Partnership | 97,627 | 61,017 | 61,017 | 163,375 | 102,109 | 102,109 | 394,341 | 246,463 | 98,585 |
| 19 Madera County - Community Action Partnership of Madera County, Inc. | 13,021 | 8,138 | 8,138 | 21,790 | 13,619 | 13,619 | 52,594 | 32,871 | 13,148 |
| 20 Marin County - Community Action Marin (NON WEATHERIZATION/ASSURANCE 16) | 0 | 0 | 0 | 0 | 0 | 0 | 34,684 | 21,678 | 8,671 |
| 21 Mariposa County - Mariposa County Human Services Department | 6,577 | 4,110 | 4,110 | 11,006 | 6,879 | 6,879 | 26,565 | 16,603 | 6,641 |

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# ALLOCATION SPREADSHEET

**State of California**
**Department of Community Services and Development**
**Total 2023 LIHEAP Contract**
**Facesheet**

| County/Service Territory | Initial WX Intake 8% | Initial WX Outreach 5% | Initial WX Training 5% | Approved Waiver Total WX Intake 8% | Approved Waiver Total WX Outreach 5% | Approved Waiver Total WX Training 5% | ECIP/HEAP Intake 8% | ECIP/HEAP Outreach 5% | ECIP/HEAP Training 2% |
|---|---|---|---|---|---|---|---|---|---|
| 22 Merced County - Merced County CAA | 24,407 | 15,254 | 15,254 | 40,844 | 25,527 | 25,527 | 98,585 | 61,616 | 24,646 |
| 23 Modoc - T.E.A.C.H. Inc. (NON WEATHERIZATION/ASSURANCE 16) | 0 | 0 | 0 | 0 | 0 | 0 | 22,770 | 14,231 | 5,693 |
| 24 Orange County - Community Action Partnership of Orange County | 64,932 | 40,583 | 40,583 | 108,662 | 67,914 | 67,914 | 262,280 | 163,925 | 65,570 |
| 25 Placer Service Territory - Project GO, Inc. | | | | | | | | | |
| Nevada County | 15,694 | 9,809 | 9,809 | 26,264 | 16,415 | 16,415 | 63,393 | 39,621 | 15,848 |
| Placer County | 18,490 | 11,556 | 11,556 | 30,942 | 19,339 | 19,339 | 74,686 | 46,679 | 18,672 |
| Service Territory Total | 34,184 | 21,365 | 21,365 | 57,206 | 35,754 | 35,754 | 138,079 | 86,300 | 34,520 |
| 26 Plumas Service Territory - Plumas Co. Community Development Commission | | | | | | | | | |
| Plumas County | 5,723 | 3,577 | 3,577 | 9,577 | 5,986 | 5,986 | 23,117 | 14,448 | 5,779 |
| Sierra County | 854 | 534 | 534 | 1,429 | 893 | 893 | 3,448 | 2,155 | 862 |
| Service Territory Total | 6,577 | 4,111 | 4,111 | 11,006 | 6,879 | 6,879 | 26,565 | 16,603 | 6,641 |
| 27 Riverside County - Community Action Partnership of Riverside County | 101,823 | 63,639 | 63,639 | 170,396 | 106,498 | 106,498 | 411,289 | 257,055 | 102,822 |
| 28 Sacramento Service Territory - Community Resource Project, Inc. | | | | | | | | | |
| Sacramento County | 77,137 | 48,211 | 48,211 | 129,086 | 80,679 | 80,679 | 311,576 | 194,735 | 77,894 |
| Sutter County | 6,824 | 4,265 | 4,265 | 11,420 | 7,138 | 7,138 | 27,566 | 17,229 | 6,891 |
| Yuba County | 7,536 | 4,710 | 4,710 | 12,611 | 7,882 | 7,882 | 30,440 | 19,025 | 7,610 |
| Service Territory Total | 91,497 | 57,186 | 57,186 | 153,117 | 95,699 | 95,699 | 369,582 | 230,989 | 92,395 |
| 29 San Benito Co. - HHSA, Comm. Svcs. & Wkfs. Dev. (NON WEATHERIZATION/A16) | 0 | 0 | 0 | 0 | 0 | 0 | 26,565 | 16,603 | 6,641 |
| 30 San Bernardino County - Community Action Partnership of San Bernardino Co. | 101,448 | 63,405 | 63,405 | 169,769 | 106,106 | 106,106 | 409,774 | 256,109 | 102,444 |
| 31 San Diego County - Area B - Metropolitan Area Advisory Committee | 24,964 | 15,603 | 15,603 | 41,776 | 26,110 | 26,110 | 100,836 | 63,023 | 25,209 |
| 32 San Joaquin Co. - San Joaquin Co. Dept. of Aging & Community Services | 46,556 | 29,098 | 29,098 | 77,910 | 48,694 | 48,694 | 188,054 | 117,533 | 47,013 |
| 33 San Luis Obispo Co. - Community Action Partnership of San Luis Obispo Co., Inc. | 12,667 | 7,917 | 7,917 | 21,197 | 13,248 | 13,248 | 51,165 | 31,978 | 12,791 |
| 34 Santa Barbara Co. - Community Action Commission of Santa Barbara County | 20,612 | 12,883 | 12,883 | 34,494 | 21,559 | 21,559 | 83,258 | 52,036 | 20,814 |
| 35 Santa Clara Co. - Sacred Heart Community Service (NON WEATHERIZATION/A16) | 0 | 0 | 0 | 0 | 0 | 0 | 196,332 | 122,708 | 49,083 |
| 36 Santa Cruz Service Territory - Central Coast Energy Services, Inc. | | | | | | | | | |
| Monterey County | 26,249 | 16,406 | 16,406 | 43,927 | 27,455 | 27,455 | 106,028 | 66,267 | 26,507 |
| San Francisco County | 23,588 | 14,743 | 14,743 | 39,474 | 24,672 | 24,672 | 95,280 | 59,550 | 23,820 |
| San Mateo County | 20,322 | 12,701 | 12,701 | 34,008 | 21,255 | 21,255 | 82,087 | 51,304 | 20,522 |
| Santa Cruz County | 15,701 | 9,813 | 9,813 | 26,276 | 16,422 | 16,422 | 63,422 | 39,639 | 15,855 |
| Marin County (WEATHERIZATION/ASSURANCE 16) | 8,587 | 5,367 | 5,367 | 14,370 | 8,981 | 8,981 | 0 | 0 | 0 |
| San Benito County (WEATHERIZATION/ASSURANCE 16) | 6,577 | 4,110 | 4,110 | 11,006 | 6,879 | 6,879 | 0 | 0 | 0 |
| Santa Clara County (WEATHERIZATION/ASSURANCE 16/EHCS) | 49,598 | 30,999 | 30,999 | 83,000 | 51,875 | 51,875 | 4,007 | 2,504 | 1,002 |
| Service Territory Total | 150,622 | 94,139 | 94,139 | 252,061 | 157,539 | 157,539 | 350,824 | 219,264 | 87,706 |
| 37 Shasta/Tehama Service Territory - Self-Help Home Improvement Project, Inc. | | | | | | | | | |
| Shasta County | 21,068 | 13,168 | 13,168 | 35,257 | 22,036 | 22,036 | 85,100 | 53,188 | 21,275 |
| Tehama County | 8,956 | 5,598 | 5,598 | 14,988 | 9,367 | 9,367 | 36,176 | 22,610 | 9,044 |
| Service Territory Total | 30,024 | 18,766 | 18,766 | 50,245 | 31,403 | 31,403 | 121,276 | 75,798 | 30,319 |
| 38 Siskiyou County - Great Northern Services | 15,119 | 9,449 | 9,449 | 25,301 | 15,813 | 15,813 | 61,069 | 38,168 | 15,267 |
| 39 Stanislaus County - Central Valley Opportunity Center, Incorporated | 40,482 | 25,301 | 25,301 | 67,745 | 42,341 | 42,341 | 163,518 | 102,199 | 40,880 |
| 40 Tulare County - Community Services & Employment Training, Inc. | 56,054 | 35,034 | 35,034 | 93,805 | 58,628 | 58,628 | 226,418 | 141,512 | 56,605 |
| 41 Ventura County - Community Action of Ventura County, Inc. | 25,817 | 16,136 | 16,136 | 43,204 | 27,002 | 27,002 | 104,281 | 65,176 | 26,070 |
| 42 Association of California Community and Energy Services (ACCES) | | | | | | | | | |
| TOTALS | 1,794,664 | 1,121,668 | 1,121,668 | 3,003,306 | 1,877,070 | 1,877,070 | 7,249,129 | 4,530,706 | 1,812,281 |

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# CERTIFICATION REGARDING LOBBYING

**DEPARTMENT OF HEALTH AND HUMAN SERVICES**
**FAMILY SUPPORT ADMINISTRATION**

**PROGRAM:** **Low-Income Home Energy Assistance (LIHEAP)**

**PERIOD:** **November 1, 2022 through June 30, 2024**

**The undersigned certifies, to the best of his or her knowledge and belief, that:**

**(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.**

**(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.**

**(3) The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.**

**This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.**

| | |
|---|---|
| Miles Menetrey | DocuSigned by: Miles S Menetrey B43EC70C19BE446... |
| **Title** | **Signature** |
| Mariposa County Board Chair | 2/28/2023 |
| **Agency/Organization** | **Date** |

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# DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete the form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

| 1. Type of Federal Action: | 2. Status of Federal Action: | 3. Report Type: |
|---|---|---|
| ☐ a. contract<br>b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance | ☐ a. bid/offer/application<br>b. initial award<br>c. post-award | ☐ a. initial filing<br>b. material change<br>For Material Change Only:<br>year _____ quarter<br>date of Last report |

| 4. Name and Address of Reporting Entity: | 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: |
|---|---|
| ☐ Prime ☐ Subawardee<br>Tier _____, *if known:*<br>Congressional District, *if known:* | Congressional District, *if known:* |
| 6. Federal Department/Agency: | 7. Federal Program Name/Description:<br>CFDA Number, *If applicable:* |
| 8. Federal Action Number, *if known:* | 9. Award Amount, *if known:*<br>$ |
| 10. a. Name address of Lobbying Entity *(if individual, last name, first, name, MI):* | b. Individuals Performing Services *(including address if different from No. 10a) (last name, first name, MI):* |

(attach Continuation Sheet(s) SF-LLL-A, *if necessary*)

| 11. Amount of Payment *(check all that apply)*: | 13. Type of Payment *(check all that apply)*: |
|---|---|
| $ _____ ☐ actual ☐ planned | ☐ a. retainer<br>☐ b. one-time fee<br>☐ c. commission<br>☐ d. contingent fee<br>☐ e. deferred<br>☐ f. other; specify: |
| 12. Form of Payment *(check all that apply)*:<br>☐ a. cash<br>☐ b. in-kind; specify: nature<br>value | |

14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s), contacted, for Payment indicated in Item 11:

(attach Continuation Sheet(s) SF-LLL-A, *if necessary*)

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

| 16 | |
|---|---|
| Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1353. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty for not less than $10,000 and not more than $100,000 for each such failure. | Signature: _____<br>Print Name: _____<br>Title: _____<br>Telephone No.: _____ Date: _____ |

| Federal Use Only: | Authorized for Local Reproductions<br>Standard Form – LLL |
|---|---|

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# DISCLOSURE OF LOBBYING ACTIVITIES

**CONTINUATION SHEET**

**Approved by OMB**
**0348-0046**

**Reporting Entity:** _____ **Page** _____ **of**

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# INSTRUCTION FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

**This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.**

1. **Identity the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.**

2. **Identify the status of the covered Federal action.**

3. **Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.**

4. **Enter the full name, address, city, state and ZIP Code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.**

5. **If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known**

6. **Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.**

7. **Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.**

8. **Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."**

9. **For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.**

10. **(a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.**

**(b) Enter the full name of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).**

11. **Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.**

12. **Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.**

13. **Check the appropriate box(es). Check all boxes that apply. If other, specify nature.**

14. **Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.**

15. **Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.**

16. **The certifying official shall sign and date the form, print his/her name, title, and telephone number.**

**Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budgets. Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.**

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Department of Community Services and Development
CSD 279 (Rev. 4/2022)

**Community Services and Development**
**Federal Funding Accountability and Transparency Act Report Form**

# Return with the Contract

As of October 1, 2010, CSD is required to comply with sub-award reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA). CSD must file the FFATA sub- award report by the end of the month following the month in which CSD awards funds greater than or equal to $25,000 to any agency/service provider. In accordance with terms of the CSD agreement, agencies are required to provide the information requested in this form on or beforethe above due date. Failure to timely submit the completed form may result in "high-risk" designation and/or imposition of additional special terms and conditions on the agency's eligibility for CSD funds.

Please e-mail completed report form to the program e-mail address listed below:

**Department of Energy Weatherization Assistance Program**: Wx@csd.ca.gov

**Community Services Block Grant**: csbg.div@csd.ca.gov

**Low Income Home Energy Assistance Program:** Wx@csd.ca.gov

**AGENCY/SUB-AWARDEE INFORMATION**

| | | |
|---|---|---|
| Agency Name | County of Mariposa | |
| Program Type **(Check One)** | ☐**CSBG** ☐**LIHEAP** ☐**DOE WAP** ☐**OTHER** LIHEAP | |
| Contract Number | 23B-5021 | |
| Performance Period(s) (mm/dd/yy - mm/dd/yy) | 11/01/22 - 6/30/24 | |
| Agency Unique Entity ID (SAM.gov) **NEW** | 71859607 | |
| Agency Primary Contact Information *(person responsible for completing thisform)* | Name: | Lori Norman |
| | Title: | Senior Administrative Analyst |
| | E-Mail: | lnorman@mariposacounty.org |
| | Phone: | 209-742-0851 |
| Location of Agency | Mailing Address: | P.O. Box 99, Mariposa |
| | State: | California |
| | Zip + 4 Digits (+4 digit is required) | 95338-0099 |
| | U.S. Congressional District: | 4th District |
| | State Assembly District: | District 5 |
| | State Senate District: | District 8 |

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Department of Community Services and Development
CSD 279 (Rev. 4/2022)

| | | |
|---|---|---|
| Place of Performance *(where program funds are primarily spent, if different from agency location above)* | Mailing Address: | 5362 Lemee Lane, Mariposa |
| | State: | California |
| | Zip + 4 Digits (+4 digit is required) | 95338 |
| | U.S. Congressional District: | 4th District |
| | State Assembly District: | District 5 |
| | State Senate District: | District 8 |

| | | | |
|---|---|---|---|
| Agency (Sub-Awardee) Executive Compensation Reporting | Is more than 80% of your agency's annual gross revenue from the Federal government?<br><br>(If YES, continue to the next question. **If NO, you are now finished completing this form.)** | ☐ Yes | ☒ No NO |
| | Does your agency's total annual federal funding exceed $25 million?<br><br>(If YES, continue to the next question. **If NO, you are now finished completing this form.)** | ☐ Yes | ☐ No |
| | Is your agency one of the entities described below?<br><br>▪ A tax-exempt nonprofit entity required to file an annual Form 990 return with the Internal Revenue Service (IRS).<br><br>▪ A publicly owned corporation required to file annual reports with the Securities and Exchange Commission (SEC). | ☐ Yes | ☐ No |
| | (If NO, please list the names and compensation of your agency's top five highest compensated employees in the spaces below. If YES, you are now finished completing this form.) | | |

| | | |
|---|---|---|
| Five Highest Compensated Executives/Employees | Name | |
| | Compensation | |
| | Name | |
| | Compensation | |
| | Name | |
| | Compensation | |
| | Name | |
| | Compensation | |
| | Name | |
| | Compensation | |

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## Description of Information Requested

Place of Performance

Address represents where the prime recipient is performing the majority of work funded. If the award fundsmultiple projects in different locations, then an address such as a city hall or county seat may be the most appropriate if it represent where the majority of funds are being used.

Agency/Sub-Awardee Executive Compensation Reporting

Sub-awardees must report the total compensation and names of the top five executives in the organization if:

a) More than 80% of the annual gross revenues are from the Federal government, and those revenues aregreater than $25 million annually; and

b) Compensation information is not readily available through reporting to the to the IRS on a Form 990 (section6104 of the Internal Revenue Code of 1986), or through reporting to Securities and Exchange Commission (SEC).SEC reporting is required for publicly owned/traded corporations.

Exemptions: Refer to 2 CFR
Part 170 for exemption criteria. http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-part170.pdf

## Additional Resources

| | |
|---|---|
| **Unique Entity ID (UEI Number)** | |
| On April 4, 2022, the D-U-N-S® Number will be removed and the Unique Entity ID (SAM) will be the authoritative identifier. This ID is used within SAM.gov and other government award and financial systems to identify a unique entity. The transition to the Unique Entity ID (SAM) is a federal governmentwide initiative. | https://sam.gov/content/home<br>https://gsa.gov/entityid |
| **Zip Code + 4 Digit Zip** | |
| Use the United States Postal Service website to identify your +4 digit zip | https://tools.usps.com/go/ZipLookupAction!input.action |
| **Congressional District** | |
| Use the following sites to identify your congressional district | |
| U.S. Congressional District | http://www.house.gov/representatives/find/ |
| State Assembly and Senate District | http://findyourrep.legislature.ca.gov/ |
| **Reporting Requirement Regulations** | |
| The Federal Funding Accountability and Transparency Act of 2006 | http://www.gpo.gov/fdsys/pkg/PLAW-109publ282/html/PLAW-109publ282.htm |
| FFATA Subaward Reporting System (FSRS) website | https://www.fsrs.gov/ |

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# Conflict of Interest / Non-Disclosure Statement

## CSD Consultants and Vendors

I certify that I have no personal or financial interest based on present or past employment that is incompatible with my participation in any activity related to the planning or procurement process for the Department of Community Services and Development (CSD). I further certify that neither my spouse nor dependent child(ren) have a personal or financial interest based on present or past employment or activity that is incompatible with my participation in any activity related to the planning, procurement, or project process for CSD. For the duration of my involvement in the project or performance pursuant to a CSD contract, I agree not to accept any gift, benefit, gratuity, or consideration, or begin a personal or financial relationship with any party who is bidding or in association with a bid on the project. I certify that I can give my full, fair, and impartial consideration to this project.

I further certify that I will hold the strictest confidence and will not copy, disclose or give access to any person, who has not signed a copy of the Conflict of Interest/Non-Disclosure Statement, any information or data concerning the planning, design, development, processes, procedures, correspondence, working papers or any other information, in any form, that is made available to, or is accessible by me as part of my participation in the project. I fully understand that any disclosure of project information may be a basis for civil or criminal penalties and/or disciplinary action, including termination of the contract or dismissal.

I understand that if my service ends before the end of the project, I must continue to keep confidential all project information which has been made available to me as part of my duties and participation with the project. I agree to follow any instruction provided by CSD relating to the confidentiality of the project information.

**WHEREAS** the parties hereto desire to engage in discussions related to, and may enter into, one or more business transactions (the “Subject Matter”).

**WHEREAS** it is contemplated that such discussions and any business transactions entered into in connection therewith will require the disclosure by CSD to Contractor of confidential information (as hereinafter defined).

**WHEREAS**, both parties recognize the value of the confidential information and agree it is in their mutual interests to maintain the confidential, proprietary, and secret nature of the confidential information.

**NOW, THEREFORE**, in consideration of the above premises, and in further consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**1. CONFIDENTIAL INFORMATION**

Confidential information shall include, but not be limited to documents, records, information and data (whether in verbal, electronic or written form), drawings, models, apparatus, sketches, designs, schedules, product plans, marketing plans, technical procedures, manufacturing

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processes, analyses, compilations, studies, software, prototypes, samples, formulas, methodologies, formulations, patent applications, know-how, experimental results, specifications and other business information, relating to CSD's business, assets, operations or contracts, furnished to Contractor and/or Contractor's affiliates, employees, officers, owners, agents, consultants or representatives hereinafter referred to collectively as "Contractor", in the course of their work contemplated in this Conflict of Interest/Non-Disclosure Statement, regardless of whether such confidential information has been expressly designated as confidential or proprietary. Confidential information also includes all analyses, compilations, work product, studies and other data or material prepared by or in the possession or control of the Contractor, which contain, include, refer to or otherwise reflect or are generated from any confidential information. Contractor acknowledges that no representation or warranty, express or implied, has been or is made by or on behalf of CSD as to the accuracy or completeness of any of the confidential information furnished to the Contractor.

**2. FORM OF DISCLOSURE**

Confidential information may be written, electronic, oral, or by demonstration, or in some other form not permanently recorded, and shall be considered confidential information regardless of whether such information has been expressly designated as confidential or proprietary.

**3. PERIOD OF CONFIDENTIALITY AND NON-USE**

Contractor shall maintain in strict confidence for a period of five (5) years from the Effective Date of this Conflict of Interest/Non-Disclosure Statement and not disclose any confidential information it receives from CSD to any third party or use the confidential information for its own or any other party's benefit, except in furtherance of its obligations to CSD pursuant to any business transaction it may enter with CSD. Contractor shall use, as a minimum, the same degree of care to avoid disclosure or use of the confidential information as it employs with respect to its own confidential, proprietary, and secret information of like importance, but in any case, using no less than a reasonable degree of care. Contractor shall limit access to all confidential information to only those of Contractor's personnel, agents and representatives who need to know such information for carrying out Contractor's obligations to CSD pursuant to any business transaction with CSD, and the confidential information will be used only for carrying out Contractor's obligations to CSD pursuant to any business transaction it may enter into with CSD. Contractor shall insure those who are given access to the confidential information by or on behalf of Contractor shall be bound by and shall comply with the terms of this Conflict of Interest/Non-Disclosure Statement.

**4. EXCLUSIONS**

Information shall not be deemed confidential information, and Contractor shall have no obligation of confidentiality or restriction against use with respect to any information which:

4.1. was known, in the possession of and documented by Contractor through no wrongful act of Contractor prior to CSD's disclosure of such information to Contractor; or

4.2. is or becomes publicly known through no act or omission of Contractor and/or through no breach of any obligation to CSD; or

4.3. is rightfully received from an independent third party who is not subject to restrictions on the use and disclosure of such information in favor of CSD; or

4.4. is approved for release by written authorization from CSD; provided that, unless notice of said prior knowledge and possession or receipt from a third party is given to CSD within thirty (30) days of receipt of the information from CSD or from a third party, respectively, it shall be conclusively presumed that the said information was not previously in the Contractor's knowledge and possession or received from a third party.

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**5. DISCLOSURES REQUIRED BY LAW**

In the event Contractor is requested or required by a government or court order, or similar process, to disclose any confidential information supplied to it by CSD, Contractor shall provide CSD with prompt notice of such request so that CSD may seek an appropriate protective order and/or waive Contractor's compliance with the provisions of this Conflict of Interest/Non-Disclosure Statement.

**6. INDEMNIFICATION**

Contractor shall reimburse, indemnify and hold harmless CSD and its employees, officers, directors, agents and representatives from any damage, loss, penalty, cost or expense incurred by Contractor as a result of or in connection with the use or disclosure of the confidential information contrary to the terms of this Conflict of Interest/Non-Disclosure Statement by Contractor or any others to whom such confidential information has been disclosed by any such persons or entities which directly or indirectly control, are controlled by, or are in common control with such party to this Conflict of Interest/Non-Disclosure Statement. As used herein, the term "control" shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through of securities, by contract or otherwise).

**7. NO PUBLIC COMMENT**

Contractor shall not directly or indirectly make any public comment, statement, or communication with respect to, or otherwise disclose or permit the disclosure to any third party of any confidential information or of any matter relating to the Subject Matter or purpose or any transactions contemplated by the parties in connection therewith, without the prior written consent of CSD.

**8. NOTICE OF UNAUTHORIZED USE OR DISCLOSURE**

Contractor shall notify CSD immediately upon discovery of any unauthorized use or disclosure of confidential information or any other breach of this Conflict of Interest/Non-Disclosure Statement by Contractor or any third party and will cooperate with CSD in every reasonable way to help CSD regain possession of the confidential information and prevent its further unauthorized use or disclosure.

**9. OWNERSHIP AND RETURN OF CONFIDENTIAL INFORMATION**

All confidential information disclosed to Contractor shall remain the exclusive property of CSD. Within ten (10) days after CSD's written request, or upon expiration of this Conflict of Interest/Non-Disclosure Statement, Contractor shall promptly return all confidential information (including all originals, copies, reproductions, and summaries of such confidential information), or destroy the confidential information (including all originals, copies, reproductions, and summaries of such confidential information).

**10. NO LICENSE**

Nothing contained in this Conflict of Interest/Non-Disclosure Statement shall be construed as granting or conferring to Contractor any rights or license or otherwise, either expressly or by implication to any confidential information disclosed by CSD to Contractor as a result of this Conflict of Interest/Non-Disclosure Statement, including, without limitation, rights or license under any present or future patent, patent application, copyright, trademark, service mark, trade secret or other proprietary information owned, licensed or controlled by CSD.

**11. SURVIVAL**

Contractor's obligations of confidentiality and non-disclosure pursuant to the terms of this Conflict of Interest/Non-Disclosure Statement shall survive until all confidential information has been returned to CSD or destroyed and the destruction thereof has been certified to CSD in writing.

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**12. RELATIONSHIP**
This Conflict of Interest/Non-Disclosure Statement shall not be construed as a joint venture, pooling arrangement, partnership, teaming effort or agency arrangement. The Contractor, unless otherwise stated in a separate Conflict of Interest/Non-Disclosure Statement, shall have no ownership interest whatsoever in the confidential information being handed over to them.

**13. NO WAIVER**
Neither party waives any rights in invention or development lawfully possessed by it at the time of signing this Conflict of Interest/Non-Disclosure Statement. In addition, this Conflict of Interest/Non-Disclosure Statement does not imply any waiver of any rights or action under the patent, trademark, copyright, trade secret, unfair competition, fair trade, or related laws. Failure to enforce any provision of this Conflict of Interest/Non-Disclosure Statement shall not constitute a waiver of that provision, or any other provision hereof.

**14. BINDING CONFLICT OF INTEREST/NON-DISCLOSURE STATEMENT**
This Conflict of Interest/Non-Disclosure Statement shall be binding upon Contractor and its subsidiaries, successors, assigns, legal representatives, and all corporations controlling Contractor or controlled by Contractor and shall inure to the benefit of CSD and its subsidiaries, successors, legal representatives, and all agencies controlling CSD or controlled by CSD.

**15. INJUNCTIVE RELIEF**
Contractor understands and agrees that any use or dissemination of confidential information in violation of this Conflict of Interest/Non-Disclosure Statement will cause CSD irreparable harm, and that monetary damages may not be a sufficient remedy for unauthorized use or disclosure of confidential information, and that CSD may be left with no adequate remedy at law; therefore, CSD shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction. Such remedies shall not be deemed to be the exclusive remedy for any breach of this Conflict of Interest/Non-Disclosure Statement but shall be in addition to all other remedies available at law or in equity.

**16. GOVERNING LAW**
This Conflict of Interest/Non-Disclosure Statement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflict or choice of laws, and Contractor consents to venue and jurisdiction in and by the state and federal courts in the jurisdiction of the CSD.

**17. ASSIGNMENT**
This Conflict of Interest/Non-Disclosure Statement may not be assigned by Contractor without the prior written consent of CSD.

**18. ENTIRE CONFLICT OF INTEREST/NON-DISCLOSURE STATEMENT**
This Conflict of Interest/Non-Disclosure Statement contains the entire understanding between the parties relative to the protection of confidential information and supersedes all prior and collateral communications, reports, and understanding between the parties in respect thereto. No change, modification, alteration, or addition to any provision shall be binding unless it is in writing and signed by an authorized representative of both parties.

**19. SEVERABILITY**
If a court of competent jurisdiction makes a final determination that any provision of this Conflict of Interest/Non-Disclosure Statement (or any portion thereof) is invalid, illegal or unenforceable for any reason whatsoever, and all rights to appeal the determination have been exhausted or the period of time during which any appeal of the determination may be perfected has been exhausted, (I) the validity, legality, and enforceability of the remaining provisions of this Conflict of Interest/Non-Disclosure Statement shall not in any way be affected or impaired thereby; and

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(ii) to the fullest extent possible, the provisions of this Conflict of Interest/Non-Disclosure Statement shall be construed so as to give effect to the intent manifested by the provisions held invalid, illegal or unenforceable.

**20. HEADINGS**
The headings in this Conflict of Interest/Non-Disclosure Statement are for reference purposes only and shall not limit or otherwise affect the meaning of the provisions.

**21. COUNTERPARTS**
This Conflict of Interest/Non-Disclosure Statement may be executed in one or more counterparts including signing a facsimile copy. Each counterpart shall be deemed an original and all counterparts together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized representatives to execute this Conflict of Interest/Non-Disclosure Statement as of the dates written below. The Contractor has read and understands the Conflict of Interest/Non-Disclosure Statement and by signing below, agrees to comply with all the provisions contained therein.

| | |
|---|---|
| _____ | _____ |
| CSD Representative Name | Contractor Representative Name |
| _____ | _____ |
| Title | Title |
| _____ | _____ |
| CSD Signature | Contractor Signature |
| _____ | _____ |
| Date | Date |

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# Local Service Provider Security Addendum

## Addendum B

Whereas the Local Service Provider (LSP) desires to enter into this Security Addendum to the Contract Agreement with the Department of Community Services and Development (CSD); now, therefore, for consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The following shall be inserted as Addendum A of the Contract Agreement. Protection of personal data where the LSP processes personal data on behalf of CSD in connection with the performance of this Contract Agreement, it shall:
    a. process such personal data in accordance with all applicable state and federal and regulations and CSD information security policies, only for purposes reasonably necessary for the performance of its obligations under this Contract Agreement and in accordance with the documented written instructions of CSD.
    b. treat such personal data as confidential information of CSD.
    c. where such personal data is collected by the LSP, not transfer such personal data to any location outside the LSP (except to CSD).
    d. considering the state of the art, the costs of implementation and the nature, scope, context, and purposes of the data processing as well as the likelihood and severity of any risk, implement appropriate technical and organizational measures to protect such personal and confidential data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure, or access. Without limitation to the foregoing, such measures shall comply with prevailing industry standards but in no case consist of less than reasonable care.
    e. co-operate fully with CSD to enable it to adequately discharge its responsibility under applicable laws (including assisting with data subject access or erasure requests).
    f. immediately notify CSD of any actual or suspected data breach and provide all available information.
    g. not allow any third party to process such personal data on its behalf except with CSD's prior written consent.
    h. delete or (at CSD's choice) deliver to CSD all records of such personal data upon termination of this Agreement or (if earlier) upon the data no longer being required for the purposes referred to in subsection (a) above.
    i. CSD shall have the right, on reasonable notice, to review, inspect and/or audit the LSP's information security program, technical environment and business continuity arrangements and its compliance with the other state and federal requirements.
    j. General Security Controls

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i. Information Security Training - LSP shall instruct all employees, agents, and subcontractors with access to the CSD Confidential, Sensitive and Personal (CSP) regarding:
    1. The confidential nature of the information;
    2. The civil and criminal sanctions against unauthorized access, use, or disclosure found in the California Civil Code Section 1798.55, Penal Code Section 502 and other state and federal laws;
    3. CSD procedures for reporting actual or suspected information security incidents - Information Security Incidents and/or Breaches; and
    4. That unauthorized access, use, or disclosure of CSD CSP is grounds for immediate termination of this Agreement with CSD and the LSP and may be subject to penalties, both civil and criminal.

ii. Workstation/Laptop Encryption. All LSP-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CSD CSP must be encrypted using a FIPS 140-2 certified algorithm which is 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the CSD Information Security Office.

iii. Data Encryption. Any CSD CSP shall be encrypted at rest when stored on network file shares or document repositories.

iv. Servers containing unencrypted CSD CSP must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

v. Minimum Necessary. Only the minimum necessary amount of the CSD CSP required to perform necessary business functions may be copied, downloaded, or exported.

vi. Removable Media Devices**.** All electronic files that contain the CSD CSP must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart phone, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128 bit or higher, such as AES.

vii. Antivirus Software. All LSP-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CSD CSP must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

viii. Security Patch Management. To correct known security vulnerabilities, LSP shall install security patches and updates in a timely manner on all LSP-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CSD CSP as appropriate based on LSP's risk assessment of such security patches and updates, the technical requirements of LSP's systems, and the

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vendor's written recommendations. If patches and updates cannot be applied in a timely manner due to hardware or software constraints, mitigating controls will be implemented based upon the results of a risk assessment.

ix. User IDs and Password Controls. All users must be issued a unique username for accessing CSD CSP. LSP's password policy must be based on information security best practices for password length, complexity, and reuse.

x. Data Destruction. Upon termination of the Agreement, all CSD CSP not returned to CSD must be sanitized in accordance with NIST Special Publication 800-88, Guidelines for Media Sanitization.

k. System Security Controls

i. System Timeout. The system providing access to the CSD CSP must provide an automatic timeout, requiring re-authentication of the user session after no more than thirty (30) minutes of inactivity for applications, and fifteen (15) minutes of inactivity for desktops and laptops.

ii. Warning Banners. All systems (servers, desktops, laptops, etc.) containing CSD CSP must display a warning banner at login stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

iii. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CSD CSP, or which alters CSD CSP. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If CSD CSP is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least one (1) year after occurrence.

iv. Access Controls**.** The system must use role-based access controls for all user authentications, enforcing the principle of least privilege.

v. Transmission Encryption. All data transmissions of CSD CSP by LSP outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end-to-end at the network level, or the data files containing CSD CSP can be encrypted. This requirement pertains to any type of CSD CSP in motion such as website access, file transfer, and email.

vi. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting CSD CSP that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

l. Audit Controls

i. System Security Review. All systems processing and/or storing CSD CSP must have at least an annual system risk assessment/security

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review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.

ii. Log Reviews. All systems processing and/or storing CSD CSP must have a routine procedure in place to review system logs for unauthorized access.

iii. Change Control. All systems processing and/or storing CSD CSP must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity, and availability of data.

2.

a. LSP's shall delete all CSD's information within its custody or control, including, but not limited to, completed project data, email addresses and all other personal data processed on behalf of CSD upon the earliest of:

i. termination of this Contract Agreement.

ii. written request by CSD.

iii. the personal data is no longer being required for the performance of the Services.

3. This Information Security Addendum is governed by the Agreement. The terms of this Addendum supersede provisions in the Agreement only to the extent that the terms of this Addendum and the Agreement expressly conflict. However, nothing in this Addendum should be interpreted as invalidating the Agreement, and provisions of the Agreement will continue to govern relations between the Parties insofar as they do not expressly conflict with this Addendum A. This Addendum may be executed in counterparts and by facsimile, each of which shall be deemed an original and both of which shall constitute one and the same document.

4. IN WITNESS WHEREOF, the Parties have executed this Addendum (as of date first written).

Information owned by the California Department of Community Services and Development (CSD) including but not limited to information systems, files and data, laptops and tablets, smartphones, and removable storage devices are strategic assets intended for official business use and are entrusted to state personnel in the performance of their job-related duties.

Inappropriate use of CSD information and assets could negatively affect the confidentiality, integrity, or availability of the data, information systems, or other information assets of CSD or the State of California. Consequently, it is important for all CSD employees and affiliates to access and utilize information assets in a responsible, ethical, and legal manner that safeguards the data and information. Additionally, the appropriate use of information assets benefits the State and CSD by strengthening the

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protection of its personnel and business partners from illegal or potentially damaging activities.

The scope of this policy extends to all information and assets owned or operated by the CSD and to all employees or affiliates authorized to use these assets.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



# SUBVENTION CONTRACT

## Contents

**PREAMBLE 1**
**ARTICLE 1 -SCOPE OF WORK..... 1**
1.1 General..... 1
1.2 Service Area..... 1
1.3 Term and Amount of Contract..... 2
1.4 Service Area Expenditure Requirements..... 2
1.5 Program Authorities – Requirements, Standards and Guidance..... 2
1.6 Duplication of Services..... 5
**ARTICLE 2 -CONTRACT ADMINISTRATION AND PROCEDURE..... 6**
2.1 State Contracting Requirements – "General Terms and Conditions, GTC 04/2017"..... 6
2.2 Contractor's Option of Termination..... 6
2.3 Budget Contingencies..... 6
2.4 Miscellaneous Provisions..... 8
**ARTICLE 3 -CONTRACT CHANGES..... 9**
3.1 Amendment..... 9
3.2 Minor Modifications..... 9
**ARTICLE 4 -ADMINISTRATIVE POLICIES AND PROCEDURES..... 10**
4.1 Board Roster, By Laws, Resolution, and Minutes..... 10
4.2 Internal Controls Requirements..... 10
4.3 Record Retention Requirements..... 11
4.4 Insurance and Fidelity Bond..... 11
4.5 System Security Requirements..... 14
4.6 Travel and per diem..... 16
4.7 Conflict of Interest..... 17
4.8 Procurement Standards..... 18
4.9 Use and Disposition of Vehicles and Equipment..... 20
4.10 Subcontracts..... 20
4.11 Complaint Management Policies and Procedures..... 22
4.12 Fair Hearing Process for Applications for Denial of Benefits by Contractor..... 22
4.13 Fraud, Waste, and Abuse..... 23

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



## SUBVENTION CONTRACT

**ARTICLE 5 - ADMINISTRATIVE AND PROGRAM EXPENDITURES REQUIREMENTS ..... 24**
5.1 Budget Guidelines ..... 24
5.2 Utility Assistance Expenditure Requirements ..... 25
5.3 Working Capital Advance and Major Purchase Advances ..... 26
5.4 Program Income ..... 28
5.5 Wood, Propane and Oil Returned Payments ..... 29
5.6 Allowable Costs ..... 30
5.7 Service Area Expenditures Requirements ..... 36
5.8 Reimbursement Guidelines ..... 38
**ARTICLE 6 - REPORTING POLICIES AND PROCEDURES ..... 50**
6.1 Reporting Requirements ..... 50
**ARTICLE 7 - PROGRAM POLICIES AND PROCEDURES ..... 54**
7.1 LIHEAP Agency Local Plan ..... 54
7.2 Program Standards and Regulatory Requirements ..... 54
7.3 Prioritization of Services ..... 56
7.4 Service Priority Guidelines ..... 57
7.5 Outreach and Intake Activity Guidelines ..... 57
7.6 Assurance 16 Activity Guidelines ..... 59
7.7 Leveraging Activities ..... 61
7.8 Record-Keeping Responsibilities ..... 62
**ARTICLE 8 - PROGRAM IMPLEMENTATION ..... 69**
8.1 HEAP/WPO Activity Guidelines ..... 69
8.2 Weatherization Activity Guidelines ..... 70
8.3 Energy Crisis Intervention Program (ECIP) Services Activity Guidelines ..... 82
8.4 ECIP Fast Track and HEAP Electric and Gas Pledge Guidelines ..... 88
8.5 SWEATS Activity Guidelines ..... 88
8.6 Quality Assurance ..... 89
**ARTICLE 9 - TRAINING, LICENSING AND CERTIFICATIONS ..... 94**
9.1 Training Requirements ..... 94
9.2 Contractor Licensing ..... 97
9.3 Special Licensing - Weatherization ..... 97
9.4 Environmental Protection Agency (EPA) Certifications ..... 98
9.5 Mandatory Training ..... 98
**ARTICLE 10 - COMPLIANCE POLICIES AND PROCEDURES ..... 99**

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



10.1 Right to Monitor, Audit, and Investigate ..... 99
10.2 Auditing Standards and Reports ..... 99
10.3 Compliance Monitoring ..... 102
10.4 Enforcement Process - Noncompliance with Requirement of this Contract ..... 105
10.5 Service Delivery and Expenditure Requirements ..... 111
**ARTICLE 11 - FEDERAL AND STATE POLICY PROVISIONS ..... 114**
11.1 Certifications ..... 114
11.2 Provisions for Federally Funded Grants ..... 115
11.3 Federal Certifications Regarding Debarment, Suspension, and Related Matters 116
11.4 Affirmative Action Compliance ..... 118
11.5 Nondiscrimination Compliance ..... 118
11.6 Contractor Fair Hearing - Civil Rights Act Violation ..... 118
11.7 Specific Assurances ..... 119
**ARTICLE 12 - GENERAL TERMS AND CONDITIONS GTC 04/2017 ..... 121**
**ARTICLE 13 - DEFINITIONS ..... 122**
**ARTICLE 14 - TABLE OF FORMS AND DOCUMENTS INCORPORATED BY REFERENCE ..... 132**
14.1 Forms to be returned with signed contract: ..... 132
14.2 The following documents are hereby incorporated by this reference: ..... 132
14.3 The following CPA's and CPN's are hereby incorporated by reference: ..... 132

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



# SUBVENTION CONTRACT

## PREAMBLE

This subvention contract, for the implementation of the Low-Income Home Energy Assistance Program (LIHEAP) in program year 2023 ("Contract"), is entered into between the Department of Community Services and Development ("CSD" or "Department") and the contractor named on Form STD. 213, the face sheet of this document ("Contractor") and shall be enforceable on the date last signed.

NOW THEREFORE, in consideration of the promises and of the mutual agreements and covenants hereinafter set forth, CSD and Contractor hereby agree as follows:

## ARTICLE 1 - SCOPE OF WORK

### 1.1 General

1.1.1 Contractor shall provide Weatherization (WX) assistance, Home Energy Assistance Program (HEAP) assistance, and Energy Crisis Intervention Program (ECIP) assistance to eligible participants residing in the service area described in Section 1.2, pursuant to all applicable federal and state statutes and regulations, including the Low-Income Home Energy Assistance Act of 1981 (42 USC §§ 8621 et seq., as amended) (the Act) and California Government Code Section 16367.5 et seq., as amended. Contractor shall provide crisis services and activities to the low-income community within its service area through at least March 15, 2023. Contractor shall administer LIHEAP services to eligible low-income households in accordance with both need and the Contractor's service delivery plan approved by CSD. Contractor shall ensure that the highest level of assistance will be furnished to those households which have the lowest incomes and the highest energy costs or needs in relation to income, and that the services and activities funded by this Contract shall also meet all other assurances specified in Section 8624 of the Act.

1.1.2 The LIHEAP Catalog of Federal Domestic Assistance number is 93.568. The award is fully funded through the United States Department of Health and Human Services (HHS).

### 1.2 Service Area

1.2.1 The services shall be performed in the Service Territory comprised of the following service area(s):

The 2023 LIHEAP Contract Numbers, Contractors, and Service Territories listing may be accessed at under the Supporting Documents section at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx.

1.2.2 Contractors that provide services in Los Angeles and San Diego counties shall refer to the ZIP Codes listing located at under the Supporting Documents section

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx to determine the zip codes for their respective area.

### 1.3 Term and Amount of Contract

1.3.1 The term of this Contract shall be for the period represented on the face sheet (Form STD 213). Contractor shall perform all work under this contract prior to, or up to December 31, 2023, in accordance with Article 10.5 section 10.5.2, regardless of the contract term end date.

1.3.2 The contract amount as represented on Form STD. 213 consists of Contractor's total allocation to include the "Direct Services" and "Utility Assistance" portions attributable to Contractor's service area(s).

1.3.3 Direct Services and Utility Assistance funding, as defined in Article 13, Definitions, that are allocated to Contractor, shall be expended, reported and accounted for in accordance with the provisions of this Contract.

### 1.4 Service Area Expenditure Requirements

Contractor shall be subject to special expenditure requirements as provided in Article 5, Section 5.7 of the Contract, if any of the following pertain:

1.4.1 This Contract involves funding for LIHEAP services provided by Contractor in multiple counties or service areas; or

1.4.2 Contractor has additional contracts with CSD for the provision of LIHEAP or United States Department of Energy, Weatherization Assistance Program (DOE WAP) services in counties or service areas other than the county or service area to which this Contract applies.

### 1.5 Program Authorities – Requirements, Standards and Guidance

1.5.1 All services and activities are to be provided in accordance with applicable federal, state, and local laws and regulations, which may be amended from time to time, including but not limited to, the following:

1.5.1.1 The Low-Income Home Energy Assistance Act of 1981 (42 USC §§ 8621 et seq.), and the Low-Income Home Energy Assistance Program regulations (45 CFR Part 96, Subpart H);

1.5.1.2 The California Government Code (Cal. Gov. Code) §§ 16367.5 et seq., as amended, and Low-Income Home Energy Assistance Program Regulations (Title 22 of the California Code of Regulations (CCR) §§ 100800 et seq.); and

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



1.5.1.3 The Single Audit Act (31 USC §§ 7501 et seq.), and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

1.5.2 *Conflict of Laws.* Contractor shall comply with all of the requirements, standards, and guidelines contained in the authorities listed below, as they may be amended from time to time, regarding procurement, administrative, and other costs claimed under this Contract, including those costs incurred pursuant to subcontracts executed by Contractor, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the requirements, standards, or guidelines in this Contract directly conflict with any State law or regulation at Government Code §§16367.5 et seq. or 22 CCR §§100800 et seq., or any provision of this Contract, then federal law or regulation or provision shall take precedence, and then state law; unless, under specified circumstances, a provision of federal law applicable to block grants, such as 45 CFR § 96.30, allows for the application of state law.

1.5.2.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75); and

1.5.2.2 Contractor further agrees to abide by all requirements in California Contractor Certification Clauses 04/2017 (CCC-04/2017).

1.5.3 CSD shall provide Contractor with specific program guidance which shall be binding on the Contractor as a condition of the Contractor's participation in LIHEAP, and as a condition of receipt of funds under the program, PROVIDED:

1.5.3.1 That such guidance shall be issued by CSD in writing in the form of "CSD Program Notice (CPN) No. XX-XX" posted at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx;

1.5.3.2 That such guidance shall be issued by CSD in writing in the form of "CSD Program Advisory (CPA) No. XX-XX posted at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx;

1.5.3.3 That such guidance shall be issued by CSD in the most timely and expeditious manner practicable;

1.5.3.4 That such guidance shall be reasonably necessary to realize the purposes of LIHEAP;

1.5.3.5 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

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either the Contractor or CSD shall be subject to an amendment to this Contract;

1.5.3.6 Contractor shall notify CSD within 10 business days of issuance of a CPN or CPA, if Contractor is unable to fulfill its obligations under the new guidance;

1.5.3.7 That the parties' failure to execute a mutually acceptable amendment or CPN or CPA, as contemplated in subsection 1.5.3.5 and 1.5.3.6, in a reasonable period of time, shall result in this Contract being without force and effect subject only to such provisions contained herein as are intended to survive the Contract in accordance with the express and implied provisions of applicable federal and state law; and

1.5.3.8 That upon CSD's good faith determination, delivered to the Contractor by written notice that this Contract between the parties to any necessary amendment CPN, or CPA as contemplated in subsection 1.5.3.5 and 1.5.3.6 cannot be achieved, then this Contract shall be "closed out" and the funds disposed in accordance with established CSD procedure and policy and as required under federal and state law.

1.5.4 The federal and state laws, regulations and other authorities referenced in this Section are hereby incorporated by reference into this Contract. Copies may be accessed for reference at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

1.5.5 Contract Elements Integral to Contract and Enforceability Conditions

1.5.5.1 Contractor shall provide the following documents, satisfactory to CSD in form and substance, together with an executed copy of this Contract before CSD executes and returns the Contract to Contractor for implementation:

1.5.5.1.1 Federal Funding Accountability and Transparency Act Report (CSD 279);

1.5.5.1.2 Certification Regarding Lobbying/Disclosure of Lobbying Activities;

1.5.5.1.3 Contractor Certification Clauses (CCC-04/2017);

1.5.5.1.4 Current Insurance or Self-Insurance Authority Certification;

1.5.5.1.5 Board Resolution authorizing execution of this Contract;

1.5.5.1.6 Agency Local Plan (referenced in Article 7.1);

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



1.5.5.1.7 LIHEAP Production Plan (CSD 622) (referenced in Article 5.7); and

1.5.5.1.8 Agency Staff and Board Roster (CSD 188).

1.5.5.2 The Agency Local Plan and forms must be completed by Contractor before CSD will execute the Contract and Contractor is authorized to commence work. CSD may execute this Contract pending its review and final approval of Contractor's submission, provided Contractor acts in good faith to rectify any outstanding issues associated with the documents submitted pursuant to Section 1.5.5.1. All documents submitted pursuant to Section 1.5.5.1 shall become part of this Contract.

1.5.6 Contractor's signature shall constitute a certification that to the best of Contractor's ability and knowledge it will, unless exempted, comply with the provisions set forth in Article 11, Section 11.1, "Certifications" of this Contract.

## 1.6 Duplication of Services

Dwellings that have received Low Income Weatherization Program (LIWP) funded energy efficiency measures do not qualify for additional energy efficiency measures under this Contract, except for the following:

1.6.1 Assessment and installation of Health and Safety measures not installed through LIWP;

1.6.2 Reweatherization in accordance with LIHEAP requirements;

1.6.3 Call-backs in accordance with LIHEAP requirements; or

1.6.4 Emergency Heating and Cooling Services in accordance with the LIHEAP requirements.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9





## ARTICLE 2 - CONTRACT ADMINISTRATION AND PROCEDURE

### 2.1 State Contracting Requirements – "General Terms and Conditions, GTC 04/2017"

In accordance with State contracting requirements, specified contracting terms and conditions are made a part of this Contract. The provisions in their entirety are found in Article 12 of this Contract and are fully binding on the parties in accordance with state law.

### 2.2 Contractor's Option of Termination

2.2.1 Notwithstanding the provisions of Section 1.5.3, Contractor may, at Contractor's sole option, elect to terminate this Contract rather than adhere to the procedures set out in Section 1.5.3, should Contractor determine that any subsequent program guidance or proposed amendment to the Contract is unjustifiably onerous or otherwise counter to Contractor's legitimate business interests and ability to implement the Contract in an effective and reasonable manner, PROVIDED:

2.2.1.1 The notice of termination is in writing, delivered by U.S. Certified Mail, Return Receipt Requested, and will be effective 30 calendar days after receipt by CSD; and

2.2.1.2 The notice contains a statement of the reasons for termination with reference to the specific provision(s) in the program guidance or proposed amendment in question.

2.2.2 Contractor shall be entitled to reimbursement for all allowable costs incurred prior to termination of the contract. Such reimbursement shall be in accordance with the program guidance and contract provisions in effect at the time the cost was incurred.

2.2.3 Contractor shall, within 60 calendar days of termination, close-out the contract in accordance with contractual close-out procedures.

2.2.4 CSD may at its option procure a temporary replacement provider, and may at its option, designate a permanent replacement provider for Contractor's service area in accordance with federal and state law.

### 2.3 Budget Contingencies

2.3.1 Federal Budget Contingency

2.3.1.1 Because of uncertainty in the federal budget process, this Contract may be executed before the availability and amounts of federal funding can be ascertained, in order to minimize delays in the provision of services and the distribution of funds. The obligations of the parties under this Contract

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are expressly contingent on adequate funding being made available to CSD by the United States government.

2.3.1.2 If federal funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, CSD shall at its sole discretion have the option either to terminate this Contract upon written notice to Contractor or, in the alternative, to offer an amendment addressing the reduced funding. If the parties fail to reach an agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract close-out obligations and final settlement.

2.3.1.3 If federal funding authorities condition funding on any obligations, restrictions, limitations, or conditions not in existence when this Contract was executed, this Contract shall be amended by mutual agreement for compliance with such obligations, restrictions, limitations or conditions. Failure of the parties to reach an agreement on such amendment shall render this Contract without force and effect.

2.3.1.4 Subject to the provisions of subsection 2.3.1.2, CSD shall authorize expenditures of funds under this Contract based on any Continuing Resolution appropriations that are adequate for the purpose. CSD shall notify the Contractor in writing of authorized interval funding levels.

2.3.2 State Budget Contingency

2.3.2.1 If funds are not appropriated for implementation of LIHEAP through the State budget process or otherwise, whether in the current year and/or any subsequent year covered by this Contract, this Contract shall be of no further force and effect. Upon written notice to Contractor by CSD that no funds are available for contract implementation, the Contract shall be terminated, and CSD shall have no obligation to pay Contractor or to furnish other consideration under this Contract and Contractor shall not be obligated for performance.

2.3.2.2 If program funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, CSD shall at its sole discretion have the option either to terminate this Contract upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach an agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract close-out obligations and final settlement.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



## 2.4 Miscellaneous Provisions

2.4.1 Assignment. Neither this Contract nor any of the rights, interests, or obligations under this Contract shall be assigned by any party without the prior written consent of the other parties, except in the case where responsibility for program implementation and oversight may be transferred by CSD to another State agency. In the event of such transfer, this Contract is binding on the agency to which the program is assigned.

2.4.2 Merger/Entire Contract. This Contract (including the attachments, documents and instruments referred to in this Contract) constitutes the entire Contract and understanding of the parties with respect to the subject matter of this Contract and supersedes all prior understandings and contracts, whether written or oral, among the parties with respect to such subject matter.

2.4.3 Severability. If any provision of this Contract is found to be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Contract will not be in any way impaired and shall remain in full force and effect.

2.4.4 Notices. Unless otherwise provided herein, notice given by the parties shall be in writing, delivered personally, by United States mail, or by overnight delivery service (with confirmation). Certain reporting and other communications may be delivered electronically as specified by CSD or as is customary between the parties. Notice shall be delivered as follows:

2.4.4.1 To Contractor’s address of record; and

2.4.4.2 To CSD at:
Department of Community Services and Development
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9





# ADMINISTRATIVE REQUIREMENTS

## ARTICLE 3 - CONTRACT CHANGES

### 3.1 Amendment

3.1.1 Changes to this Contract shall be made by formal amendment with exceptions specified in Article 1 subsection 1.5.3 and in Section 3.2, below.

3.1.2 Contractor shall notify CSD in writing when any proposed amendment or change will significantly impact Contractor's Program Budget and/or Operations. CSD will afford Contractor a reasonable opportunity and sufficient time in which to phase-in the mandated change.

### 3.2 Minor Modifications

3.2.1 Contractor may request modifications to make minor adjustments during the contract term. Minor Modifications shall not affect the Maximum Amount payable under this Contract.

3.2.2 Minor Modifications shall not alter the maximum limits established for specific budget line items, e.g., administrative costs, Assurance 16, intake, outreach, and training and technical assistance costs, except as otherwise provided herein.

3.2.3 Allowable modifications to this Contract include the minor budget modifications and expenditure requirements, specified in Article 5.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



## ARTICLE 4 - ADMINISTRATIVE POLICIES AND PROCEDURES

### 4.1 Board Roster, By Laws, Resolution, and Minutes

4.1.1 Contractor shall submit to CSD an Agency Staff and Board Roster form (CSD 188) listing the current Agency Staff and roster of members of its governing board, including contact information for each board member at a location other than the Contractor's offices, and the most recent version of the organizational bylaws. Contractor is responsible to notify CSD of any changes to the Executive Director, Program Manager, Chief Financial Officer and board roster within 30 calendar days of such occurrence.

4.1.2 Contractor's governing board must authorize the execution of this Contract. Contractor has the option of demonstrating such authority by the signature of a Board member, affixed to the signature page of this Contract, or by any lawful delegation of such authority that is consistent with Contractor's bylaws.

4.1.3 Where Contractor elects to delegate the signing authority to the chief executive officer or designated officials, CSD will accept either a resolution specific to this Contract or a resolution passed by the governing board that applies to any contract entered into by Contractor. Where Contractor provides a general resolution, Contractor shall maintain documentation that the chief executive officer provided timely and effective communication of the execution and terms of this Contract to the Board. Either a specific or current general resolution must be on file with CSD before execution of this Contract by CSD.

4.1.4 If the Contractor's board is both tripartite and advisory to the elected members governing a local government, the Contractor shall submit to CSD the approved minutes from any meeting of the elected officials where matters relating to this Contract are heard, including but not limited to discussions about or decisions affecting LIHEAP. Such minutes shall be submitted to CSD no later than 30 calendar days after the related meeting.

### 4.2 Internal Controls Requirements

Contractor shall ensure the establishment and maintenance of a system of internal accounting and administrative control. This responsibility includes documenting the system, communicating system requirements to employees, and assuring that the system is functioning as prescribed and is modified, as appropriate, for changes in conditions. The system of internal accounting and administrative control shall be attested to within the Contractor's independent audit conducted pursuant to this Contract and shall include:

4.2.1 Segregation of duties appropriate to safeguard state assets;

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



4.2.2 Limited access to agency assets to authorized personnel who require these assets in the performance of their assigned duties;

4.2.3 Authorization and recordkeeping procedures adequate to provide effective accounting controls over assets, liabilities, revenues, and expenditures;

4.2.4 Established practices to be followed in the performance of duties and functions;

4.2.5 Personnel of a quality commensurate with their responsibilities; and

4.2.6 Effective internal reviews.

## 4.3 Record Retention Requirements

4.3.1 All records maintained by Contractor shall meet the requirements contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

4.3.2 Contractor shall maintain all records pertaining to this Contract for a minimum period of three years after submission of the final report or until resolution of all related audit or monitoring findings, enforcement actions, including cost disallowance, legal proceedings or other pending matters, whichever is later.

4.3.3 Contractor shall retain and secure all employee and client/applicant records and information in compliance with the Federal Privacy Act of 1974, as amended (5 USC § 552a) and Information Practices Act of 1977, as amended (Civ. Code §§ 1798 et seq.).

4.3.4 To the extent Contractor maintains records in an electronic format, Contractor shall ensure that all records are "backed-up" or copied, utilizing appropriate, secure technology and operational procedures in order to avoid unauthorized access, permanent loss or destruction, occasioned by theft, accident, willful acts or negligence, or by fire, flood, earthquake or other natural disaster.

## 4.4 Insurance and Fidelity Bond

4.4.1 General Requirements

4.4.1.1 Contractor agrees that the required insurance policies and bonds, specified below, shall be in effect at all times during the term of this Contract.

4.4.1.2 Contractor shall provide CSD with written notice at least 30 calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Contract and, prior to any lapse or reduction in coverage, provide CSD with documentation, as specified in subsection

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4.4.1.3, showing substitute coverage has been obtained or alternative measures have been taken to ensure compliance with the requirements of this Contract.

4.4.1.3 In the event insurance coverage expires during the term of this Contract Contractor agrees to provide within 30 calendar days of the expiration date, a new Certificate of Insurance (ACORD 25) for not less than the remainder of the term of this Contract. The new Certificate of Insurance (ACORD 25) shall evidence no lapse in coverage. The Certificate of Insurance (ACORD 25) shall identify and name CSD as the Certificate Holder.

4.4.1.4 New Certificates of Insurance are subject to review for content and form by CSD.

4.4.1.5 In the event Contractor fails to keep in effect at all times the specified insurance and bond coverage as herein provided, CSD may, in addition to any other remedies it may have, suspend this Contract.

4.4.1.6 With the exception of workers' compensation and fidelity bond, CSD shall be named as an additional insured on all certificates of insurance required under this Contract.

4.4.1.7 The issuance of other CSD contracts, as well as reimbursement payments, to the Contractor may be suspended until evidence of the required current insurance coverage has been submitted to CSD.

4.4.1.8 Should Contractor utilize a subcontractor(s) to provide services under this Contract, Contractor shall indemnify and hold CSD harmless against any liability incurred by that subcontractor(s).

4.4.2 Self-Insurance

4.4.2.1 When Contractor is a self-insured governmental entity, CSD, upon receipt of satisfactory proof of the entity's self-insurance authority, may waive the insurance requirements. A duly authorized county or city risk manager shall provide signed certification of the governmental entity's ability to cover any potential losses under this Contract.

4.4.2.2 Governmental contractors shall specify in writing a list of which coverage(s) will be self-insured under this Contract and shall list all applicable policy numbers, expiration dates, and coverage amounts for coverage which is not self-insured.

4.4.2.3 If a governmental contractor's self-insurance coverage does not contain

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



any changes from the prior year, CSD will accept a certified letter signed by authorized personnel, stating that no changes have occurred from the previous year. This letter is due at the time of contract execution or within 30 calendar days of coverage.

4.4.3 Workers' Compensation Insurance

4.4.3.1 During the term of this Contract Contractor shall maintain legally sufficient workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.

4.4.3.2 Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD either a Certificate of Insurance (ACORD 25) or a Certificate of Consent to Self-Insure, issued by the Director of the Department of Industrial Relations, as evidence of compliance with the workers' compensation insurance requirement.

4.4.4 Commercial or Government Crime Coverage (Fidelity Bond)

4.4.4.1 Contractor shall maintain commercial crime coverage. If Contractor is a public entity that elects to self-insure, Contractor shall make provision for adequate coverage to insure against crime risks. The commercial crime policy or government crime self-insurance coverage (hereinafter "fidelity bond") shall include the following coverage or the substantial equivalent: Employee Dishonesty/Theft, Forgery or Alteration, and Computer Fraud.

4.4.4.2 Contractor's fidelity bond coverage limits shall not be less than a minimum amount of 4% of the total contract amount, excluding Utility Services, as set forth under this Contract.

4.4.4.3 Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD an applicable Certificate of Insurance (ACORD 25) as evidence of compliance with the fidelity bond requirement.

4.4.5 General Liability Insurance

4.4.5.1 Contractor shall maintain for the term of this Contract general liability and property damage insurance for a combined single limit of not less than $500,000 per occurrence.

4.4.5.2 Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD an applicable Certificate of Insurance (ACORD 25), designating CSD as an additional insured as evidence of

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



compliance with general liability insurance requirements.

4.4.6 Vehicle Insurance

4.4.6.1 Contractor shall maintain for the term of this Contract vehicle insurance in the amount of $500,000 for each person and each accident for bodily injury and in the amount of $500,000 for each person and each accident for property damage.

4.4.6.2 When employees use their own vehicles to perform duties within the scope of their employment, Contractor shall have and maintain for the term of this Contract non-owned and hired-auto liability insurance in the amount of $500,000 for each person and each accident for bodily injury and $500,000 for each person and each accident for property damage. Driving to and from work shall not be considered to be within the scope of employment.

4.4.6.3 Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD an applicable Certificate of Insurance (ACORD 25), designating CSD as an additional insured, to CSD as evidence of compliance with the stated vehicle insurance requirements.

## 4.5 System Security Requirements

Contractor shall, in cooperation with CSD, institute measures, procedures, and protocols designed to ensure the security of data and to protect information in accordance with the Information Practices Act of 1977 (Civ. Code §§1798 et seq.), and such other State and Federal laws and regulations as may apply. In the event there are different system security standards that may be applied to this Article, Contractor shall endeavor to use the strictest security standard that complies with state and federal requirements. The parties hereto agree to the following requirements, obligations, and standards in accordance with regulations set in the State Administrative Manual (SAM) and Statewide Information Management Manual (SIMM):

4.5.1 Data Protection

4.5.1.1 Data exchanged between CSD and Contractor must be limited to the data fields included on Data Transfer Rules (DTR) documents posted at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx. No personal financial information, e.g., credit card, bank account numbers, shall be stored or exchanged in the data exchange sessions.

4.5.1.2 Access to the above-mentioned data included in the DTR must only be given to authorized personnel to complete essential duties. Authorized personnel are to log into these systems using their own assigned

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



credentials (i.e., no login account sharing). Upon departure of personnel with assigned credentials, the Contractor will remove the employee's access to the systems as soon as possible.

4.5.1.3 To the extent Contractor utilizes tablet or other internet-based or mobile devices for client intake and application purposes ("Electronic Intake") in lieu of paper forms and documents, Contractor shall comply with all federal and state information security requirements and with such guidance and protocols as CSD may from time to time issue for the purpose of ensuring the integrity of Electronic Intake, including, but not limited to, the use of electronic signatures, data privacy, security, transfer, and retention requirements.

4.5.1.4 Data exchanged between CSD and Contractor via email communication must have all personally identifying information (PII) and other sensitive information redacted before the document is sent. Alternately, Contractor must encrypt any attachments that have sensitive data using encryption tools and configurations as required by CSD.

4.5.2 Contractor Systems Security

4.5.2.1 The physical location of the computing and data storage devices (e.g., servers) shall be within access-controlled facilities. Individual users may not have access to the data except through their systems that are specifically credentialed for Contractor business. All access will be controlled by authentication methods to validate the approved users.

4.5.2.2 Standards for secure transmission may be accomplished through such means as certificates, secure socket layer, etc., and storage of the data with encryption.

4.5.2.3 Both CSD and Contractor shall keep security patches and anti-virus and anti-malware software up to date on all systems on which data may be used.

4.5.2.4 Contractor shall securely destruct data by sanitizing media prior to disposal.

4.5.3 Trusted Behavior Expectations

CSD's application system and users shall protect Contractor's application system/data and the Contractor's application system and users shall protect CSD's application system/data in accordance with the Privacy Act of 1974 (5 USC § 552a), Trade Secrets Act (18 USC § 1905), and the Stored Communications Act (18 USC §§ 2701 et seq.). Technology and systems code and functionality are owned by the respective

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



parties and may not be shared with anyone else or used without written consent of the owner.

4.5.4 Incident Reporting

Any party discovering a security incident shall report it in accordance with its incident reporting procedures. Contractor shall, within 24 hours of discovery, report to CSD's Information Security Office at ISO@csd.ca.gov any security incident contemplated herein. Examples include, but are not limited to, stolen or lost equipment, malware/ransomware detection, suspected hacking, etc. Contractor further agrees CSD shall have the right to participate in the investigation of a security incident involving CSD's data, and to cooperate fully with CSD and other relevant State entities during independent investigation of the security incident.

4.5.5 Audit Trail Responsibilities

Both parties are responsible for auditing application processes and user activities. Activities that will be recorded include event type, date and time of event, user identification, workstation identification, success or failure of access attempts, and actions taken by system administrators.

4.5.6 Data Sharing Responsibilities

Contractor shall ensure that all primary and delegated secondary organizations that share, exchange, or use personal, sensitive, or confidential data, pursuant to this Contract and subcontracts issued by Contractor, shall adhere to these security requirements and applicable state and federal law, in addition to further data sharing guidance as may be issued by CSD during the term of this Contract. If data sharing is accomplished via interconnectivity of an application system, then data sharing must be certified to be secure by both parties.

## 4.6 Travel and per diem

4.6.1 Contractor's employee travel costs and per diem reimbursement rates shall be reimbursed in accordance with Contractor's written policies and procedures not to exceed federal per diem requirements and are subject to the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75, including 45 CFR § 75.474).

4.6.2 Contractor shall complete the Out-of-State Travel Form (CSD 536) and keep on file with back up documentation for compliance monitoring. Out-of-State travel is limited to two staff per event, unless otherwise indicated on the Out-of-State-Travel Form CSD 536. Contractor must seek pre-approval, prior to travel, for non-preapproved

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



conferences when more than two staff are attending.

4.6.3 In the absence of a written travel reimbursement policy, Contractor shall receive reimbursement rates not to exceed federal per diem limits.

## 4.7 Conflict of Interest

4.7.1 Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts or subcontracts. No employee, officer, or agent of the Contractor shall participate in the selection, award, or administration of a subcontract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or parties to sub-contracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipients.

4.7.2 Contractor shall not pay Federal funds received from CSD to any entity in which it or one of its employees, officers, or 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 the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75, including 45 CFR §§ 75.112 & 75.327).

4.7.3 Contractor shall ensure that its employees and the officers of its governing body do not engage in actual or potential conflicts of interest and that no officer or employee who has responsibility for any activity or function with respect to LIHEAP and the implementation of this Contract shall have any personal financial interest in such activity or function or otherwise personally benefit or gain from the activity or function.

4.7.4 Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

4.7.5 Contractor shall not provide LIHEAP services or benefits in situations where an actual or perceived conflict of interest exists, unless the activity is explicitly allowed under Contractor's conflict of interest policies and procedures that are compliant with

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



federal requirements. If Contractor provides program services to owner-occupied or rental dwellings that are owned or managed by the Contractor, its employees, or officers, Contractor shall submit the Property Certification form (CSD 678), in advance of providing weatherization and Energy Heating and Cooling Services (EHCS). Contractor shall ensure that other recipients or potential eligible recipients of services are not prejudiced or adversely affected by the receipt of services by Contractor.

4.7.6 Contractor must demonstrate that it will:

4.7.6.1 Follow all client eligibility and prioritization requirements of the federal and State LIHEAP programs, as applicable to each service or activity;

4.7.6.2 Comply with all dwelling eligibility requirements of this Contract, including but not limited to the prohibition against rent increases after service delivery and multiple dwelling restrictions;

4.7.6.3 Substantiate the need for weatherization and EHCS by completing a dwelling assessment for each individual dwelling unit served; and

4.7.6.4 Consent to any further conditions required by CSD. Failure to obtain prior written approval by CSD may result in costs being disallowed.

## 4.8 Procurement Standards

4.8.1 Contract Administration

4.8.1.1 *Maintenance of written procurement procedures.* Contractor shall administer this Contract in accordance with all federal and state rules and regulations governing LIHEAP block grants pertaining to procurement, including the Code of Federal Regulations' Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards and amendments thereto, consistent with the general Code of Federal Regulations compliance requirement in Section 1.5, Article 1 of this Contract, 45 CFR Part 75, and pursuant to CPA-A-12-01. Contractor shall establish, maintain, and follow written procurement procedures consistent with the procurement standards in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75) or any subsequent amendments to these standards, and the applicable provisions in this Contract, including but not limited to a code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open and free competition.

4.8.1.2 *Eligible Bidders.* Contractor shall not permit any organizational conflicts

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subcontractor performance and eliminate unfair competitive advantage, individuals or firms that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall only award a subcontract to the bidder or offer or whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors relevant to the procurement. Contractor's solicitations shall clearly set forth all requirements that the bidder or offer or must fulfill in order for the bid or offer to be adequately and fairly evaluated by the recipient.

4.8.1.3 All supplies, materials, equipment, or services purchased or leased with funds provided pursuant to this Contract shall be used solely for the activities allowed under this Contract, unless the fair market value for such use is charged to the benefiting program and treated as program income earned under this Contract.

4.8.1.4 Contractor shall provide for an open and free competition, to include a cost analysis, in accordance with federal and state law, for the procurement of materials, supplies, equipment, or services.

4.8.1.5 *Non-Competitive bid justification.* If a service or product is of a unique nature, is in response to a public exigency or emergency, or more than one potential vendor/provider cannot reasonably be identified, Contractor shall document adequate justification for the absence of competitive bidding. "Adequate justification" must include but is not limited to:

4.8.1.5.1 Explanation of why the acquisition of goods or services is limited to one vendor or supplier;

4.8.1.5.2 Description of sole vendor/supplier's unique qualifications to provide the goods or services in question; and

4.8.1.5.3 Analysis of cost(s) to demonstrate reasonability.

4.8.1.6 *CSD Lease/Purchase Pre-Approval Requirements*. To ensure that significant procurement transactions are conducted in an open and freely competitive manner, Contractor shall obtain prior written approval from CSD of capital expenditures for vehicles and equipment with a unit cost of $10,000 or more through the submission of a Request for Purchase/Lease Pre-Approval (CSD 558) to CSD at least 15 calendar days prior to executing transaction. Transactions without CSD's prior written approval may be disallowed.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



4.8.1.7 In all procurements, whether requiring CSD pre-approval or not, Contractor is solely responsible for maintaining adequate procurement records demonstrating compliance with Federal and State requirements.

4.8.1.8 Noncompliance with any of the provisions in this section may result in a disallowance of costs related to the procurement transaction.

## 4.9 Use and Disposition of Vehicles and Equipment

4.9.1 To ensure compliance with the requirements for vehicles and equipment, Contractor shall comply with Uniform Administrative Requirement, Cost Principles, and Audit Requirements for HHS Awards governing the acquisition of equipment with federal funds set forth in 45 CFR Part 75 (including 45 CFR §§ 75.320 & 75.439).

To ensure compliance with the requirements for equipment, vehicles, and the maintenance of equipment and vehicle records, Contractor shall adhere to CPN-A 17-01 or as revised. Contractor shall include information relevant to any purchase/lease pre-approval documented in the CSD 558 submitted to, and approved by, CSD, including the date the request was sent to CSD, the item(s) requested, and date of CSD approval in Contractor's property records.

4.9.2 Contractor shall provide the information specified in CPN-A-17-01, including any supporting documents, to CSD upon request.

4.9.3 *Limitation on Use of Funds.* Contractor shall assure that funds received under this Contract shall not be used for the purchase or improvement of land or for the purchase, construction, or permanent improvement of any building or other facility other than low-income weatherization or energy-related home repairs.

## 4.10 Subcontracts

4.10.1 Contractor may enter into subcontract(s) to provide services pursuant to this Contract in the service area(s) specified in Section 1.2 of Article 1. Subcontracts must require that parties comply with all applicable provisions of this Contract. Such requirement shall not relieve Contractor from any performance obligation created herein, nor from liability for a subcontractor's failure of performance.

4.10.2 If Contractor elects to subcontract for services, the Contractor's Board authorization and approval must be obtained and communicated to CSD in writing together with notice of execution of the subcontract as provided in Section 4.10.3. Contractor's Board, through a resolution or other official documentation, may elect to delegate the signing authority for the approval of subcontractors to the Chief Executive Officer or designated authority unless such delegation is set forth in the bylaws of the agency and a copy of the provision is communicated to CSD.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



4.10.3 Within 60 calendar days of the execution of any subcontract, Contractor shall provide written notification to CSD of the execution of the subcontract as well as identifying information, to include the name of the subcontractor entity, its address, telephone number, contact person, contract amount, and program description of each subcontractor activity to be performed by the subcontractor.

4.10.4 Notification of subcontract execution shall contain certification by Contractor that to the best of Contractor's knowledge, the subcontractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency. For purposes of this certification of subcontractor eligibility, Contractor may rely on information available at https://www.sam.gov/SAM/pages/public/index.jsf.

4.10.5 If CSD determines that Contractor has executed a subcontract with an individual or entity listed as disbarred, suspended, or otherwise ineligible on the Excluded Parties List System as of the effective date of the subcontract, costs Contractor has incurred under the subcontract may be disallowed.

4.10.6 Contractor must ensure that funds expended pursuant to this Contract are allowable and allocable. Contractor must adopt fiscal control and accounting procedures sufficient to enable the tracing of funds paid to any subcontractor to a level of expenditure adequate to establish that such funds have not been used in violation of this Contract. Contractor shall ensure that any subcontracts under this Contract contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor may achieve this through detailed invoices, by periodic monitoring of subcontractor's program activities and fiscal accountability, by retaining a right of reasonable access to the subcontractor's books and records, or by any other method sufficient to meet Contractor's responsibility to substantiate costs required by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

4.10.7 Contractor shall notify subcontractor(s) in writing within five business days of such action in the event CSD suspends, terminates, and/or makes changes to services to be performed that materially alter the obligation of the subcontractor under this Contract.

4.10.8 Contractor is liable for the failure of performance of the terms, conditions, assurances, and certifications of this Contract, without recourse against CSD over matters involving subcontracts entered into for the implementation of this Contract, including but not limited to disputes, claims, or other legal action for breach of contract, negligence, torts, or criminal acts and other misconduct.

4.10.9 Nothing in this Contract creates or implies a contractual relationship between CSD and any subcontractor or creates any obligation by CSD to any subcontractor. Contractor is liable to CSD for damages to CSD for the acts and omissions of its

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subcontractors that occur in connection with the implementation of this Contract. Contractor's obligation to pay its subcontractors is independent of any obligation of CSD to pay Contractor, and Contractor shall not represent to subcontractors any such obligation of CSD to pay or ensure payments to subcontractors.

4.10.10 All subcontractors shall be subject to applicable training requirements and shall maintain records of completion and certification in accordance with record-keeping provisions in this Contract. In addition, subcontractors whose training is provided at Contractor's expense will be subject to a retention contract, as indicated in Section 9.1.4.

## 4.11 Complaint Management Policies and Procedures

4.11.1 Contractor shall establish and maintain policies and procedures for handling complaints and provide applicants an opportunity to register a complaint based on their experience with attempts to obtain services under LIHEAP. The policies and procedures shall be in writing and Contractor shall provide the complaint process to interested individuals upon request.

4.11.2 Contractor shall ensure that all formal complaints are documented and include the date, time, client name and address, and nature of the complaint and the actions undertaken by the Contractor to resolve the issue. For purposes of this section, "formal complaint" means a written complaint filed with the Contractor by the complainant.

4.11.3 If the Contractor's efforts did not result in a resolution, the Contractor may refer the applicant or client to CSD. The Contractor shall contact CSD and explain the issue, actions taken to resolve the issue, and provide CSD with all supporting documentation that indicates the nature and extent of Contractor's effort to resolve the issue.

4.11.4 CSD shall immediately be notified if the Contractor has reason to believe that the complainant will contact the media, a State or Federal oversight agency, or the Governor's Office regarding the complaint.

## 4.12 Fair Hearing Process for Applications for Denial of Benefits by Contractor

4.12.1 Contractor shall establish a written appeals process to enable applicants who are denied benefits or services, or who receive untimely response or unsatisfactory performance, the right to appeal the decision or performance to the Contractor. Contractor's process shall include, at a minimum, all of the requirements of 22 CCR § 100805 (b) plus:

4.12.1.1 Provisions that ensure that each applicant is notified in writing of the right to appeal a denial of or untimely response to an application, or to appeal

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unsatisfactory performance. At the time the applicant applies for services, applicant shall be informed of appeal rights and appeal procedures, to include the right to appeal to both the Contractor and to CSD;

4.12.1.2 Provisions that ensure that Contractor will make a good faith effort to resolve each appeal;

4.12.1.3 Provisions that ensure that Contractor shall notify the applicant in writing of the Contractor's final decision within 15 business days after the appeal is requested. If the appeal is denied, the written notification shall include instructions on how to appeal the decision to CSD. Whenever Contractor notifies an applicant of a denial of an appeal, Contractor shall at the same time provide a copy of the final decision to the Manager of CSD's Energy Services Division; and

4.12.1.4 Provisions to track information on denials and appeals.

4.12.2 Upon receipt of an applicant's appeal of a Contractor's denial of benefits or services, CSD may conduct a hearing in accordance with established procedures. CSD's decision following the appeal and hearing shall be final.

## 4.13 Fraud, Waste, and Abuse

4.13.1 Contractor shall submit a written report to CSD within 30 calendar days of discovery of incidents and activities, or suspected incidents and activities, involving fraud, waste, and abuse of LIHEAP funds by Contractor's employees, subcontractors, clients, or other parties affiliated with Contractor. Incidents and activities subject to reporting under this section include, but are not limited to, criminal acts and other violations of law constituting a misuse of funds that could result in cost disallowance. Contractor shall inform CSD within 30 calendar days of any reports or complaints submitted to law enforcement officials by Contractor, Contractor's employees, subcontractors, clients, or other parties affiliated with Contractor, concerning the misuse of LIHEAP funds.

4.13.2 Contractor shall provide employees, subcontractors, clients, and other parties affiliated with the Contractor the information necessary to report fraud, waste, and abuse to the U.S. Department of Health and Human Services Office of Inspector General Fraud hotline.

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**SUBVENTION CONTRACT**

# FINANCIAL REQUIREMENTS

## ARTICLE 5 - ADMINISTRATIVE AND PROGRAM EXPENDITURES REQUIREMENTS

### 5.1 Budget Guidelines

5.1.1 Budget and Allocation Forms

5.1.1.1 Upon execution of this Contract, CSD shall release at least 50% of the anticipated annual allocation as reflected in the allocation spreadsheet. The remaining allocation shall be released when CSD receives funds from HHS.

5.1.1.2 If the LIHEAP annual grant award is yet to be determined and CSD must fund this Contract based on Continuing Resolution appropriations, CSD shall amend the Contract and update the allocation spreadsheet to reflect the Final allocation.

5.1.2 Minor Modifications

If Contractor intends to request a minor modification to this Contract, Contractor shall submit a Request for Amendment/Modification Energy (CSD 509), by completing a CSD 509 with a justification supporting the fund transfer or change request. Contractor may submit the signed request for amendment/modification to CSD via email, fax, or hard copy with signature via Mail.

Minor modifications which Contractor may propose for approval by CSD include the following:

5.1.2.1 Transferring funds to increase or decrease the Utility Assistance total allocation;

5.1.2.2 Transferring funds to increase or decrease the Wood, Propane and Oil (WPO) total allocation (ECIP WPO or HEAP WPO);

5.1.2.3 Transferring funds between target service areas, which shall be conditioned upon Contractor meeting its target service areas expenditure requirements, as stated in Article 5.7, Section 5.7.3; or

5.1.2.4 Changes to the Agency Local Plan.

5.1.3 Fund Transfer Requirements

Subject to CSD approval, Contractor may elect to transfer funds between each of the

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LIHEAP components, e.g., Weatherization and ECIP EHCS.

5.1.3.1 Funding transfers that would increase amounts available for Weatherization above the 25% maximum are prohibited.

5.1.3.2 Fund Transfer in Service Territory with Multi-Service Areas

If Contractor transfers funds from Administrative, Intake, Outreach, and other Support costs to Direct Services and/or Utility Assistance for a specific service area, then later transfer funds from the remaining service areas to replenish the Administrative, Intake, Outreach, or other Support costs such transfer of funds should not unduly impair the equitable provision of services or otherwise disadvantage potential recipients of benefits in any Service Area.

Subsequent transfer of funds to replenish the Support line(s) with Direct Service(s) and/or Utility Assistance funds shall be limited to fund transfer from Service Area(s) that benefited from the preceding transfer.

5.1.4 Sufficient Funds for Crisis Services

Contractor must allocate sufficient funds to offer crisis services through at least March 15, 2023 and in accordance with the Agency Local Plan.

5.1.5 Weatherization Waiver

Unless and until HHS grants CSD a weatherization waiver, Contractor may not expend or be reimbursed for costs in excess of the amount reflected in the initial WX Program Column of the allocation spreadsheet. If the weatherization waiver is granted, Contractor may, upon written notification from CSD, expend and will be reimbursed for expenditures up to 100% of the available allocation, as reflected in the WX Program Subtotal Column of the allocation spreadsheet.

## 5.2 Utility Assistance Expenditure Requirements

5.2.1 The Utility Assistance portion of Contractor's grant shall be retained by CSD to enable CSD to make direct utility assistance payments to clients and/or to utility companies. Contractor's Administrative and Assurance 16 budget line item shall be based on Contractor's total allocation, including Utility Assistance.

5.2.1.1 Energy Crisis Intervention Program (ECIP): Electric and Gas (Fast Track)

The total amount allocated to the ECIP Fast Track Program shall be administered by Contractor in accordance with the terms of this Contract, with payments to recipients issued by CSD.

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5.2.1.2 Home Energy Assistance Program (HEAP): Electric and Gas Allocation

The total amount allocated to the HEAP Electric and Gas Program shall be administered by Contractor in accordance with the terms of this Contract, with payments to recipients issued by CSD.

5.2.2 ECIP Payments - Electric and Gas (Fast Track)

Payment for applicant's electric and/or gas energy bills shall be made by CSD directly to the utility company or in the form of a dual-party warrant, payable to the applicant and the utility company. All payments shall be deducted from Contractor's Utility Assistance allocation.

5.2.3 HEAP Payments - Electric and Gas

Payment for applicant's electric and/or gas energy bills shall be made by CSD directly to the utility company or in the form of either a dual-party warrant, payable to the applicant and utility company; or, in the case where the cost of energy is included in applicant's rent, a single-party warrant shall be issued, payable to the applicant. All payments shall be deducted from Contractor's Utility Assistance allocation.

## 5.3 Working Capital Advance and Major Purchase Advances

5.3.1 Working Capital Advance (WCA)

Contractor may, in accordance with applicable law, receive WCA payments of allowable program costs per this Contract, provided Contractor complies with the provisions of this section and guidance issued by CSD as is needed to implement this section. In order to receive a WCA, Contractor's financial management systems shall be compliant with the provisions of this Contract, WCA Requirements, applicable CPNs and CPAs, and the standards for fund control and accountability as established in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

5.3.1.1 WCA Requirements include the following standards:

5.3.1.1.1 The WCA shall be for the minimum amounts necessary, timed in accordance with Contractor's immediate cash requirements, which will enable Contractor to carry out the purposes of this Contract;

5.3.1.1.2 WCA Requirements issued by CSD to Contractor, while conforming to the requirements of this Section 5.3.1, shall take into account the practical requirements and limitations of

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efficient administration and the effective implementation of this Contract by both Contractor and the CSD;

5.3.1.1.3 Interest on Advances. Contractor shall deposit all advances in an interest-bearing account. Interest earned, up to $500 per year, may be retained by Contractor for administrative expenses. The account shall be sufficiently segregated to enable the tracking and accounting of WCA funds issued by CSD. Any interest earned on LIHEAP advances shall be accounted for and expended pursuant to 2 CFR § 200.305(b)(9) (45 CFR § 75.305(b)(9)); and

5.3.1.1.4 Non-advance Payments and Offsets. If Contractor elects not to request a WCA, payment for allowable expenses under this Contract shall be made upon approval by CSD of Contractor's monthly Expenditure Activity Report. If Contractor owes CSD any outstanding balances for overpayments under any contract, current or previous, the balance may be offset, based on arrangements made with the Contractor.

5.3.1.2 Contractor shall adhere to the WCA Requirements outlined in CPN-E-19-001, which is available online at: https://agencies.csd.ca.gov/home/Energy/Pages/CPNCPA-Energy.aspx.

5.3.1.3 Major Purchase Advances

In the event Contractor needs significant cash outlay for large purchases, a special advance may be requested at any time during the contract term. To request a Major Purchase Advance, the following requirements apply:

5.3.1.3.1 Request must be completed via the Major Purchase Advance Request (CSD 144);

5.3.1.3.2 Limited to purchase of items in excess of $10,000;

5.3.1.3.3 No advance will be issued until the Request for Pre-approval of Purchase/Lease (CSD 558) has been approved by CSD;

5.3.1.3.4 Procurements must comply with the open and competitive bid process, which must be documented through the Request for Pre-approval of Purchase/Lease (CSD 558);

5.3.1.3.5 Advance repayment for major purchases will be liquidated upon the first expenditure reporting period following the date of the purchase of the item or items identified in the Request

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for Pre-approval of Purchase/Lease (CSD 558). An Advance Request (CSD 144) must reflect 100% liquidation in the month following the expected date of purchase;

5.3.1.3.6 Major Purchase Advance requests will not be granted until such time as no less than 50% of the current WCA has been repaid. The combined total amount of the WCA and Major Purchase advance cannot exceed 25% percent of the Contract or the remaining contract balance, whichever is less; and

5.3.1.3.7 Interest on Major Purchase Advances. Contractor should deposit all major purchase advances in an interest-bearing account. Interest earned, up to $500 per year, may be retained by Contractor for administrative expenses. The account shall be sufficiently segregated to enable the tracking and accounting of Major Purchase Advances funds issued by CSD. Any interest earned on LIHEAP advances shall be accounted for and expended pursuant to 2 CFR § 200.305(b)(9) (45 CFR § 75.305(b)(9)).

5.3.2 WCA and Major Purchase Advance Limits

Pursuant to 22 CCR § 100840 (a) the total amount advanced to Contractor at any time, whether in the form of a WCA or Major Purchase Advance, shall not exceed 25% of Contractor's total contract amount, excluding the Utility Assistance allocation amount. If the WCA or Major Purchase Advance request exceeds the remaining balance, then CSD shall only provide Contractor with the amount of the remaining balance. Advance amounts repaid by Contractor may be replaced by additional advances at any time as allowed in this Section 5.3 and corresponding guidance.

## 5.4 Program Income

5.4.1 Contractor shall maintain records of the receipt and disposition of all "program income" defined in 22 CCR § 100855(c) and pursuant to CPN-A-18-01, as income that is generated or earned as a result of LIHEAP activities.

5.4.2 Determining Net Program Income

5.4.2.1 Except as provided below in Section 5.4.2.2, any costs Contractor incurs in generating program income may be deducted from gross program income to determine net program income.

5.4.2.2 Contractor shall not deduct from gross program income any allowable program expenses for which Contractor has been, or will be, reimbursed from the LIHEAP grant award.

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5.4.3 Expenditure, Reporting, and Rollover of Program Income

5.4.3.1 Program income must be expended in accordance with the requirements for expenditure of regular LIHEAP funds, for allowable program purposes.

5.4.3.2 Contractor may expend program income during the term of this Contract. Contractor shall report all such expenditures, along with remaining unexpended program income, at the close-out of this Contract or at such other time(s) as CSD reasonably requires.

5.4.3.3 Contractor's unexpended program income at the close-out of this Contract shall roll over to subsequent LIHEAP contract(s).

5.4.3.4 If Contractor has generated program income with leveraged funding source(s) in addition to LIHEAP, the LIHEAP portion of rollover program income must be tracked by Contractor and can be used for allowable LIHEAP expenditures.

## 5.5 Wood, Propane and Oil Returned Payments

5.5.1 Contractor shall maintain a tracking-log of returned payments, including Supplemental WPO payments referenced in CPA-E-21-04, for services provided. Returned payments must not be entered into the Expenditure Activity Reporting System (EARS) or CSD's Combined Outcome Reporting Engine (CORE). Upon receipt of the returned payment Contractor shall make the following attempts to contact client:

5.5.1.1 Make every reasonable attempt to contact client within five business days of receiving the returned payment during the contract term. The following shall constitute a reasonable effort and be maintained in the client file:

5.5.1.1.1 One phone call attempt stating the client has the option to reclaim the returned payment and provide Contractor with the updated vendor information to reissue the returned payment amount; or

5.5.1.1.2 One letter to the client stating the option to reclaim the repayment and provide Contractor with the updated vendor information to reissue the returned payment amount.

5.5.1.2 Hold the returned payment for the client for 10 business days subsequent to all attempts to contact the client.

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5.5.1.3 If the client does not contact Contractor within the above time frames the returned payment shall be added to the current WPO allocation tracking log.

5.5.1.4 If Contractor is unable to identify the client of the returned payment the payment can be added to the current WPO allocation tracking log.

5.5.2 Contractor may expend returned payments on WPO services during the term of this Contract. Contractor shall report all such expenditures, along with remaining unexpended returned payments, at the close-out of this Contract or at such other time(s) as CSD reasonably requires.

5.5.3 Contractor's unexpended returned payments at the close-out of this Contract shall be returned to CSD.

5.5.4 Returned payments received after the close-out of the contract shall be promptly returned to CSD.

5.5.5 If Contractor is unable to determine whether the returned payment is funded from the current contract, the returned payment shall be promptly returned to CSD.

**5.6 Allowable Costs**

5.6.1 Cost Reporting

5.6.1.1 All costs shall be reported using a "modified accrual" or "accrual" method of accounting.

5.6.1.2 Pursuant to the federal block grant and applicable regulations, Contractor may only claim reimbursements for actual, allowable, and allocable direct and indirect costs.

5.6.1.3 Contractor shall report all expenditures at actual cost and shall maintain records and source documentation in such a manner as to substantiate all costs reported.

5.6.2 Administrative

5.6.2.1 General

5.6.2.1.1 Administrative costs shall not exceed the amounts as set forth in allocation spreadsheet.

5.6.2.1.2 Administrative Costs shall mean actual costs for auxiliary functions such as salaries, wages, workers compensation, and

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fringe benefits for administrative staff, as well as for facilities, utilities, equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, and like services necessary to sustain the direct effort involved in administering a grant program or an activity providing services to the grant program.

5.6.2.2 Contractor shall use Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75) as a guide for determining administrative costs.

5.6.2.3 Administrative Equipment More Than $10,000—Acquisition Costs

5.6.2.3.1 Acquisition costs shall mean the actual costs associated with the purchase of equipment over $10,000 per unit used for administrative purposes.

5.6.2.3.2 CSD pre-approval is required for the purchases or lease-purchase option of equipment with a total value greater than $10,000 utilizing the Request for Pre-approval of Purchase/Lease (CSD 558).

5.6.2.4 Administrative Out-of-State Travel

Administrative out-of-state travel costs shall mean cost incurred for out-of-state meeting, conferences or training that is critical to administering and/or maintaining LIHEAP. Travel expenses are limited to transportation, subsistence and related items incurred by traveling on official business on behalf of Contractor.

5.6.3 Program Costs

5.6.3.1 General

Program costs are all allowable costs other than Administrative Costs. Program costs include those actual costs that are directly attributable to the performance of this Contract and that are reasonable and necessary as determined by CSD for the purpose of delivering services.

5.6.3.2 Assurance 16

Assurance 16 costs shall not exceed the total amount set forth in the allocation spreadsheet.

5.6.3.3 Intake

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Intake shall be allocated at 8% of the Weatherization Budget and 8% of the ECIP/HEAP Direct Services/Utility Assistance Budget based on the Interim Allocations and/or subsequently the Final Allocation. Reimbursement shall be limited to actual cost up to 8% of Final Allocation. Intake in excess of 8% may be charged as an administrative cost not to exceed allowable administrative cost maximum.

5.6.3.4 Outreach

Outreach shall be allocated at 5% each of the Weatherization, ECIP/HEAP and Direct Service/ Utility Assistance, Assistance budgets based on the Interim Allocations and/or subsequently the Final Allocation. Reimbursement shall be limited to actual cost up to 5% of Final allocation.

5.6.3.5 Training and Technical Assistance

Training and technical assistance shall be allocated up to 5% of the total Weatherization allocation and up to 2% of the total ECIP/HEAP allocation based on the Interim Allocations and/or subsequently the Final Allocation. Training and technical assistance shall not exceed these limits and shall be reimbursed at actual cost. Reimbursement shall be limited to actual cost up to 5% of Weatherization allocation, and 2% of ECIP/HEAP allocation.

5.6.3.5.1 If Contractor determines that an increase in the allowable allocation for training and technical assistance is needed to cover the cost of the software database collection system or related automation training as specified below, then Contractor must submit a request to, and obtain prior approval from, CSD.

5.6.3.5.2 Associated training and technical assistance costs may include costs related to travel, admission, materials, and actual salaries/wages. Subcontractor training costs are limited to travel, admission, and materials.

5.6.3.5.3 Training and technical assistance shall include costs associated with the completion of weatherization-related training as specified in the Training Requirement of Section 9.1 of this Contract. Training may include, but not limited to, internal contractor training, safety training, attendance of weatherization-related training to include the software database collection system or other forms of training to aid in the development and skill of staff in utilizing and supporting internal program automation systems, and/or weatherization-related workshops sponsored by utility companies, Department

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of Energy (DOE), or CSD training. CSD training may include Local Service Provider's Meetings and Association of California Community and Energy Services Roundtable Meetings, and/or other organizations offering a component of weatherization training, and/or is necessary to carry out the direct delivery of services.

5.6.3.5.4 Training for job corps and workforce development trainees shall be limited to required CSD health and safety training sessions, unless otherwise approved by CSD.

5.6.3.5.5 Contractor staff out-of-state travel costs shall mean cost incurred for out-of-state meeting, conferences, or trainings that are critical to carrying out LIHEAP. Travel expenses are limited to transportation, subsistence, and related items incurred by traveling on official business on behalf of the Contractor.

5.6.3.6 Acquisition Costs

5.6.3.6.1 Minor Vehicle and Field Equipment Less Than $10,000 – Acquisition Costs.

Minor Vehicle and Field Equipment costs under $10,000 per unit must follow all federal and state rules and regulations governing LIHEAP pertaining to procurement standards.

5.6.3.6.2 Major Vehicle and Field Equipment costs $10,000 or Greater – Acquisition Costs Must Be Pre-Approved

CSD pre-approval is required for the purchases or lease-purchase option of vehicles and field office equipment with a total value of $10,000 or greater, utilizing the Request for Pre-approval of Purchase/Lease (CSD 558).

5.6.3.7 Other Program Costs:

5.6.3.7.1 Other Program Costs

Other Program Costs shall mean the actual costs associated with field staff wages, program management and support wages, ancillary supplies, disposal fees, and Historic Preservation review costs, lodging and per diem, vehicle and equipment repair, maintenance, and fuel, waste breakage, and solar water heating maintenance.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



5.6.3.7.2 Workers' Compensation

Workers' Compensation shall mean those actual costs associated with workers' compensation coverage for program staff whose salaries and wages are chargeable under program costs.

5.6.3.8 Liability Insurance

Liability Insurance shall mean those actual costs allocated for insurance bonds, general liability, vehicle insurance, and pollution occurrence insurance (if applicable).

5.6.3.9 General Operating Costs

General Operating Costs may be charged to the program and are for costs that are directly allocable to those activities defined as related facilities, office and computer equipment, office supplies, telephone, travel, and materials and activities to prevent exposure related to COVID-19 as allowable program costs.

5.6.3.10 Automation Costs

5.6.3.10.1 Contractor can expend funds to the Automation Costs (AC) in an amount not to exceed $50,000, to be used to meet contract program startup requirements such as IT automation needs to comply with updated or new Expenditure Activity Reporting System, Weatherization Database and Core ("CSD System") requirements or contractual reporting requirements programmatic in nature, related to CSD System IT expenses, and with ongoing programmatic IT expenses. AC funds are not limited exclusively to CSD System-related IT expenditures but any IT expense related to CSD System costs incurred including necessary training on upgrades to Contractor's system.

5.6.3.10.2 If Contractor expended funds in a prior year for a system and now wants to purchase a new system with AC funds, Contractor must utilize unrestricted funds and bear the full cost of the conversion to such an alternative system. Contractor may be granted a variance from this requirement provided Contractor's AC plan is appropriately revised and CSD gives its written approval of the plan and request for variance.

5.6.3.10.3 Contractor shall report all automation and IT expenditures related to compliance with the reporting requirements under this Contract in the Automation Costs line item. Such

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expenditures may include, but is not limited to, computer and IT equipment; approved front-end database acquisition and ongoing subscription costs; IT security implementation costs; and IT systems training. All costs reported in this line item must be directly related to program functions. IT costs related to administrative functions shall be reported as administrative costs pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards (45 CFR Part 75).

5.6.3.10.4 Contractors with multiple LIHEAP contracts for the same contract year are limited to reimbursement up to $50,000 per contract. Contractor shall allocate costs among contracts when permitted and may not charge the same costs to more than one contract.

5.6.3.10.5 CSD System-related IT costs charged to the AC shall be submitted for reimbursement in accordance with CSD's normal reporting and accounting procedures.

5.6.3.10.6 CSD System-related IT costs that exceed the maximum AC amount of $50,000 may not be reimbursed by CSD.

5.6.3.10.7 Contractors that remain in contract with their front-end vendor are not required to conduct a procurement for ongoing maintenance, updates or process improvements performed by the front-end vendor.

5.6.3.10.8 Upon approval by CSD, Contractor may procure, from CAP 60 ©, Hancock™ or ServTraq©, a new automated reporting system with supplemental functionality beyond basic CSD System reporting requirements. The following provisions apply to CAP 60 ©, Hancock™ and ServTraq© System Users:

5.6.3.10.8.1 If Contractor elects to procure a new automated IT reporting system, it is the Contractor's obligation to ensure that the system procured is fully compliant with CSD System requirements. CSD's responsibility is limited to providing Contractor or its vendor with the applicable system specifications, interface and security protocols;

5.6.3.10.8.2 If Contractor expended funds in a prior year for a system and now wants to purchase a new system with AC funds, Contractor must utilize unrestricted funds, to bear the full cost of the conversion to such an alternative system. Similarly, Contractor may not use future annual AC funding for such conversion. Any alteration to this provision requires prior written approval from CSD and must include the submission of a revised AC plan; and

5.6.3.10.8.3 Systems and services procured by Contractor in order

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to obtain and implement CAP 60 ©, Hancock™ or ServTraq© system shall be conducted in compliance with Contractor's procurement policy and with all applicable LIHEAP contract requirements and the provisions of federal and state law. Contractor may, at Contractor's option, participate in a consortium of local service providers to procure jointly an automated reporting system from CAP 60 ©, Hancock™ or ServTraq©, provided Contractor's procurement policy is not violated in such a manner as to render the process flawed or unfair. Contractor may rely on any local service provider subject to this Amendment to conduct the procurement on Contractor's behalf provided, however, that: 1) Contractor shall not be absolved from fulfilling applicable procurement obligations and requirements; 2) Contractor shall review all pertinent procurement documentation for sufficiency; and 3) make such documentation available to CSD upon request.

5.6.3.11 Weatherization Program Activities

Weatherization Program Activities shall mean those costs associated with the installation of measures to those dwellings weatherized and reported as completed, to include but not limited to, assessment, diagnostic testing, labor, materials, subcontractors, environmental inspections, permits, Home Energy Rating System (HERS Raters), and Environmental Hazard Work weatherization materials.

5.6.3.12 ECIP Emergency Heating and Cooling Services (EHCS)

ECIP EHCS shall mean those costs associated with emergency heating and cooling repair and replacement services and other related costs, including costs associated with labor, materials, subcontractors, permits, HERS Raters, Environmental Hazard Work weatherization materials, and diagnostics all as further defined by the ECIP Policy and Procedures, and the Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy. The ECIP Policy and Procedures is hereby incorporated by reference to this Contract and available on the CSD Local Agencies Portal at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

## 5.7 Service Area Expenditures Requirements

5.7.1 For purposes of this section the following definitions apply:

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"Service Area" means the geographical area for which Contractor receives a discrete grant allocation, whether in a contract pertaining to that geographical area alone, or in a contract covering multiple geographical areas, as for example, multiple counties.

"Service Territory" means the totality of Contractor's Service Area(s), whether: 1) a single county; 2) a portion of a single county; 3) multiple counties; or 4) a single county in combination with a portion of another county. Accordingly, the single Service Area or combined Service Areas for which Contractor provides services constitutes Contractor's Service Territory.

"Target Allocation" means the sum of money from the LIHEAP state grant designated by CSD for expenditure in a designated Service Area.

"Target Service Area" means the service area for which a grant allocation has been designated on the LIHEAP Allocation Spreadsheet attached to this Contract.

Note: If Contractor provides only some LIHEAP services to a Service Area, e.g., weatherization services only or utility assistance services only and another contractor provides other LIHEAP services in the same Service Area, the contractors are co-service providers with respect to the Service Area in question and each is responsible for that portion of the grant allocation applicable to the services it provides. Contractor's Service Territory includes a Service Area in which the grant allocation is split with another contractor.

5.7.2 This section shall apply to Contractor if any of the following pertain:

5.7.2.1 This Contract involves funding for LIHEAP services provided by Contractor in multiple Service Areas;

5.7.2.2 Contractor provides only some of the LIHEAP services in multiple Service Areas under the terms of this Contract; or

5.7.2.3 Some combination of 5.7.2.1 and 5.7.2.2 above.

5.7.3 The Target Allocation(s) specified in this Contract shall be used either: a) to provide services within the geographical boundaries of Target Service Area(s) to which the allocation applies; or b) on behalf of the recipients of benefits who reside within the Target Service Area(s), thereby ensuring that the low-income persons in each Target Service Area receive their appropriate share of the grant award and that direct program funds designated for a particular Target Service Area are not expended for services in another Service Area without good cause.

5.7.3.1 Contractor is required to expend at least 90% of the applicable Target Allocation(s) in each Target Service Area(s).

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5.7.3.2 Contractor shall, as requested by CSD, submit a LIHEAP Production Plan estimating the number of households served by the designated allocation for each Target Service Area and the Agency Local Plan explaining how Contractor will conduct targeted outreach activities, identify service needs in Target Service Areas and track expenditures.

5.7.3.3 At the time of close-out, Contractor shall submit a report comparing Contractor's production estimates, by Service Area, to actual expenditures, what lessons were learned, and what changes in operations are anticipated in coming years.

5.7.3.4 Contractor may, subject to CSD's written approval, expend a portion of a Target Allocation in another service area in which Contractor provides services pursuant to this Contract, under the following circumstances:

5.7.3.4.1 When there is no acute need or ready opportunity for full expenditure of direct program funds in the Target Service Area; and

5.7.3.4.2 When Contractor can readily expend direct program funds in an alternate service area to avoid under expenditure or a loss of funding.

5.7.4 Notwithstanding the provisions of Section 5.7.3, Contractor is authorized under the terms of this Contract to combine the Administrative, Intake, Outreach, Assurance 16, and other program support costs, including liability insurance, workers' compensation, and general operating portion of grant allocations for multiple Service Areas for purposes of efficiency and effective contract implementation, provided such combining of funds does not unduly impair the equitable provision of services or otherwise disadvantage potential recipients of benefits in any Service Area.

## 5.8 Reimbursement Guidelines

5.8.1 Claims for Reimbursement

Pursuant to the federal block grant and applicable regulations, Contractor may only claim reimbursements for actual, allowable, and allocable direct and indirect costs. Contractor shall report actual costs incurred for actual expenditures up to any applicable maximum amounts set by this Contract.

5.8.2 Assurance 16

5.8.2.1 Assurance 16 costs and its related services include those actual costs that are directly attributable to the performance of this Contract and that are

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reasonable and necessary as determined by the CSD for the purpose of delivering services. Assurance 16 costs shall include needs assessment, client education, budget counseling, and coordination with utility companies.

5.8.2.2 Contractor may claim Assurance 16 costs for client education only once when LIHEAP and DOE funds and services are provided concurrently in the same residential dwelling unit.

5.8.3 Wood, Propane, and Oil Assistance

5.8.3.1 HEAP WPO

Contractor may claim reimbursement for HEAP WPO expenditures and activities expenditures as required in accordance with the terms of this Contract.

5.8.3.2 ECIP WPO

Contractor may claim reimbursement for ECIP WPO expenditures as required in accordance with the terms of this Contract.

5.8.4 Weatherization and EHCS Specific

5.8.4.1 Contractor may claim reimbursement for Weatherization-related activities under the terms of this Contract as documented on the CSD Dwelling Assessment Form (CSD 540) or approved Contractor's equivalent for each eligible household not previously weatherized.

5.8.4.2 Contractor shall ensure that duplicate billings for the same product or service do not occur.

5.8.4.3 All service completed dwellings unit shall be submitted for payment within 90 calendar days of completion or by the due date of the last reporting period of this Contract, whichever is less. A service completed unit shall not be carried over into another contract period, except when there are insufficient funds to cover a portion or the entire cost of rendered services. In the event a completed unit is billed in the subsequent contract, the Contractor must also ensure that the applicant meets the income eligibility requirements.

5.8.4.4 Contractor may claim reimbursement for labor and material expenses associated with Environmental Hazard Work activities intended to assure the health, safety, and well-being of workers and dwelling occupants during the performance of in-home Weatherization and EHCS services

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under this Contract. Environmental Hazard Work activities include activities to prevent exposure related to the disturbance of asbestos, lead paint and the COVID-19 virus. Materials shall include items that are disposable or have temporary use, such as Tyvek suits, hand sanitizer, cleaning supplies, disposable face masks, HEPA vacuum cleaner bags/filters, etc. Labor shall include those activities related to prepping and cleaning within the workspace to prevent contamination.

5.8.4.5 For emergency ECIP EHCS provided outside Contractor's normal business hours of operations, Contractor may exceed the maximum cost limits allowed for repair and replacement services. Contractor shall not request reimbursement for more than one heating and/or cooling unit repaired or replaced per household.

5.8.4.6 Measure Reimbursement

5.8.4.6.1 Measure Maximums

5.8.4.6.1.1 For those Weatherization and EHCS measures that have an established maximum rate, the reimbursement amount shall be equal to the actual labor costs of Weatherization or EHCS crew members and the actual cost of the materials, subcontracted services not to exceed the maximum reimbursement allowable.

5.8.4.6.1.2 Weatherization or EHCS measure costs exceeding the maximum reimbursement limit cannot be offset by charging the cost difference to another weatherization measure or another CSD program.

5.8.4.6.1.3 When costs for a measure exceed the maximum reimbursement allowed, Contractor shall obtain prior written approval from CSD to exceed the maximum cost reimbursement and/or quantity limit for weatherization and ECIP HCS measures as described in Reimbursement Rates for Weatherization and ECIP EHCS Activities located in Article 13. Otherwise, at the Contractor's discretion, Contractor may elect to not provide the weatherization measure/service in the event the total cost exceeds the maximum cost reimbursement.

5.8.4.6.2 Assessments and Diagnostics

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



5.8.4.6.2.1 Contractor may claim reimbursement for dwelling assessment for each eligible household.

5.8.4.6.2.2 Contractor may claim reimbursement for dwelling assessment for each eligible unit not previously weatherized.

5.8.4.6.2.2.1 For dwellings weatherized under this Contract, Contractor may claim reimbursement for a modified dwelling assessment, as defined in Article 13, to perform reweatherization or callback services during the useful life period of the initial dwelling assessment.

5.8.4.6.2.2.2 Once the useful life term has expired for the initial or last performed dwelling assessment, Contractor may claim a full dwelling assessment to perform reweatherization services.

5.8.4.6.2.3 If a dwelling was previously weatherized under a nonfederal program, the dwelling and occupant eligibility must be recertified; therefore, Contractor may claim reimbursement for assessment of dwelling.

5.8.4.6.2.4 In the case of an un-weatherized dwelling where the installation of measures was not feasible, and/or the dwelling was not accessible to install measures, Contractor may claim reimbursement for any related assessments and/or diagnostic checks that were performed.

5.8.4.6.2.5 Contractor may claim reimbursement for dwelling assessment only once when LIHEAP and DOE funds are used concurrently in the same unit.

5.8.4.6.2.6 HERS Rater and permit fees are acceptable expenses and may be charged only once per dwelling to ECIP EHCS or LIHEAP weatherization or DOE weatherization per weatherized dwelling. HERS Rater fee and permit reimbursement include subcontractor cost, staff time on job site, and fees that will be reimbursed based on the actual cost.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



5.8.4.6.3 Labor Reimbursement

5.8.4.6.3.1 Contractor shall bill the number of actual labor hours and actual labor cost incurred by weatherization crew members or other persons associated with the installation, assessment and inspection of weatherization measures, removal of debris and appliances, the procurement of permits and services performed by HERS Raters.

5.8.4.6.3.2 Contractor must be able to substantiate all actual labor hours and labor costs charged.

5.8.4.6.3.3 Actual labor hours and costs for weatherization and EHCS services shall not exceed the cumulative number of hours on the job site and shall be substantiated with client file documentation, job schedules, and payroll time records.

5.8.4.6.3.4 When the installation of a measure is subcontracted and there are billable labor hours for weatherization and/or Contractor's crew members who participate in the installation of that subcontracted measure, Contractor may bill, in addition to the subcontracted expenditure, the actual labor hours and labor costs incurred by Contractor's crew members.

5.8.4.6.3.5 Labor expenses for weatherization service delivery shall exclude labor expenses associated with training, travel to weatherization job sites, staff time not associated with the direct installation and/or performance of weatherization services and activities on the job site, downtime and general operating expenses as provided in subsection 5.8.4.6.5 Other Program Costs.

5.8.4.6.3.6 Lead Safe Weatherization

Contractor may claim reimbursement for renovator certification, defined as field-related labor costs associated with performing lead renovator certification for ensuring lead paint safety on weatherized dwellings built prior to 1978.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



5.8.4.6.4 Heating and Cooling Services (HCS/EHCS)

5.8.4.6.4.1 If, during the course of repairing a defective unit, additional problems are found that would increase the cost of repairs to an amount beyond the established limits for repairs, Contractor may claim reimbursement for incurred costs related to the repair in addition to those costs associated with the replacement of the heating/cooling appliance.

5.8.4.6.4.2 Dwellings in which a single appliance has been both repaired and replaced within the same Weatherization and/or ECIP EHCS component, or under a call-back, Contractor may claim reimbursement for both the repair and the replacement of the appliance. Contractor shall report the single appliance as both a repaired and replaced appliance.

5.8.4.6.4.3 For multi-unit dwellings with a common system (water heater, heating and/or cooling), Contractor shall prorate the cost of each common system among all dwelling units within that building envelope.

5.8.4.6.4.4 Duct repairs and replacements can only be charged to ECIP EHCS when provided in conjunction with emergency heating/cooling services performed under EHCS.

5.8.4.6.5 Other Program Costs

5.8.4.6.5.1 Wages—Field Staff

Contractor may request reimbursement for the actual labor costs including benefits related to weatherization supervisors, assessors, inspectors, and crew members that are allocable to the program but not associated with the direct installation and/or performance of weatherization services/activities on the job site and training, including, but not limited to: job scheduling, job preparation, travel time, disposal of appliances and materials, building and prepping of weatherization materials away from the job site and downtime in accordance with any

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



guidance issued by CSD.

5.8.4.6.5.2 Wages – Program Management and Support

5.8.4.6.5.2.1 Contractor may request reimbursement for the actual labor costs related to program management and support staff directly responsible for the direct management and oversight over the LIHEAP Weatherization and EHCS program activity or providing direct support to ensure the successful delivery of weatherization services.

5.8.4.6.5.2.2 Reported costs may include labor costs associated with performing direct support in coordinating the delivery and tracking of LIHEAP Weatherization and EHCS program activity, including but not limited to: job scheduling, collating and aggregating of weatherization activities and materials, staff time associated with Historic Preservation Review activities, obtaining permits, and coordination of subcontracted services.

5.8.4.6.5.3 Lodging and Per Diem

Contractor may claim reimbursement for lodging and per diem related to the installation of weatherization measures subject to travel and per diem as described in the Travel and Per Diem Section Article 4.6 of this Contract.

5.8.4.6.5.4 Disposal Fees

Disposal fees are acceptable expenses and may be charged only once to ECIP EHCS, or LIHEAP Weatherization per appliance and building material waste. Disposal fee reimbursement is limited to the actual cost of the fee.

5.8.4.6.5.5 Vehicle and Equipment Repair, Maintenance and

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



Fuel

5.8.4.6.5.5.1 Contractor may claim reimbursement for expenses related to upkeep and maintenance of vehicles and equipment used in the direct delivery of weatherization services and EHCS. Allowable costs shall be limited to expenditures associated with the maintenance of the vehicles and equipment, fuel and oil.

5.8.4.6.5.5.2 Contractor shall maintain records for fuel expenditures, vehicle maintenance and vehicle usage to substantiate allowable travel costs related to and allocable to LIHEAP weatherization.

5.8.4.6.5.6 Historic Preservation Reviews

Historic Preservation Reviews means those expenses that are subcontracted to a third-party to perform the collection and reporting of potential weatherization properties subject to Historic Preservation Review requirements.

5.8.4.6.5.7 Waste Breakage

Waste breakage are those expenses associated with weatherization materials that have been damaged and are part of Contractors' inventory or special-order materials that are allocated to CSD programs. The cost of weatherization materials that are damaged and benefit multiple programs must be prorated accordingly. Costs must be directly associated to net changes in inventory and not associated with materials chargeable to another measure line item. Reimbursement for waste breakage is not allowable for subcontractors.

5.8.4.6.5.8 Ancillary Supplies

Ancillary supplies are additional low-cost materials or supplies (such as nuts, bolts, screws, and washers) necessary to install a weatherization

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



measure and not easily identifiable to a specific measure or dwelling. Costs of ancillary supplies that benefit multiple programs must be prorated accordingly. Costs must be directly associated to net changes in inventory and not associated with materials chargeable to another measure line item. Reimbursement for ancillary supplies is not allowable for subcontractors.

5.8.4.6.5.9 Solar Water Heating Maintenance

Solar Water Heating (SWH) Maintenance are scheduled maintenance service, as established by the manufacture, in order to maintain the SWH system in good working condition.

5.8.4.7 Dwelling Status

5.8.4.7.1 Completed Units

5.8.4.7.1.1 Except as otherwise provided in the CSD Technical Reference Manual (TRM), Contractor shall not report a weatherized dwelling as completed nor shall Contractor request reimbursement for a weatherized dwelling until all weatherization measures identified as feasible during the dwelling assessment have been installed, and inspected by a Quality Assurance Inspector, and all inspection fails have been resolved.

5.8.4.7.1.2 Contractor shall not bill for incomplete units or prematurely close a unit with outstanding, unfinished weatherization measures in order to receive reimbursement for work completed. If there are measures found to be non-feasible by crew members after the initial assessment, the reason for the non-feasibility shall be documented in the client file and, the job shall be reported as completed in accordance with subsection 5.8.4.7.1.1.

5.8.4.7.1.3 Contractor shall reimburse CSD for all costs associated with the delivery of weatherization services covered under this Contract to dwellings occupied by household's ineligible for weatherization assistance at the time such services

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



were provided.

5.8.4.7.1.4 ECIP EHCS

Dwelling units receiving services under ECIP EHCS may be reported as completed and billed immediately upon the completion of ECIP EHCS measures regardless of the completion status of weatherization measures installed in the same dwelling.

5.8.4.7.1.5 If Contractor is not able to complete weatherization or ECIP EHCS direct services during the Contract term, Contractor may complete the dwelling in the next contract year. If Contractor completes the dwelling in the next contract year, Contractor must verify the client meets the income eligibility requirements for the following year in order for the measures and dwelling to be eligible for reimbursement.

5.8.4.7.2 Building Permits

5.8.4.7.2.1 Contractor shall obtain all required permits in accordance with the TRM, prior to the commencement of all work performed, unless work is performed as a result of an emergency requiring immediate action where there is an imminent danger and requesting a permit would hinder the Contractor's ability to resolve the emergency. If an emergency is remedied, Contractor shall apply for a permit as soon as reasonably possible.

5.8.4.7.2.2 Penalties or fines imposed on Contractor or subcontractor by the local authority or building department are not allowable costs.

5.8.4.7.3 Previously Weatherized Dwellings

If the previous weatherization was performed under a nonfederal program or under this Contract, the occupant eligibility must be verified, and Contractor may seek reimbursement for the associated outreach and intake costs.

5.8.4.7.4 Leveraging Funds

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



Contractor may perform services and install energy conservation measures in a qualified dwelling as provided herein and in accordance with requirements of any other CSD program and compatible non-CSD funded program, if in the best interest of the client, provided:

5.8.4.7.4.1 Reimbursement for Weatherization or EHCS activities is claimed only once when LIHEAP and DOE, or any other funding source, are used concurrently in the same unit;

5.8.4.7.4.2 Contractor may divide materials and labor cost of a single measure among LIHEAP, DOE, or other CSD programs when the single measure in question is installed in a dwelling where Weatherization or EHCS services are provided concurrently under these programs; and

5.8.4.7.4.3 Contractor shall not bill multiple funding sources for the same product or service unless costs are allocated in such a manner that billing is not duplicative and Contractor receives no more than the total cost of the products and services provided. In accordance with TRM Appendix E Energy Audit/Priority List Protocol, individual measure leveraging of Audit Driven Measures (ADM) involving the use of DOE and LIHEAP grant funds is allowable under the following conditions:

5.8.4.7.4.4 The package of measures, including the full cost of the measure to be partially leveraged, must have an ADM Package SIR ≥ 1.0. Measures that are not included in this package do not qualify for partial measure leveraging;

5.8.4.7.4.5 Measures must have an SIR < 1.0, but ≥ 0.5, to qualify for partial measure leveraging. The amount billed under both LIHEAP and DOE cannot exceed the total cost of the installation for the measure.

5.8.5 SWEATS

5.8.5.1 Reimbursement shall be in accordance with CPN-E-20-01 SWEATS Policy.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



5.8.5.2 Public Safety Power Shut-Off Preparedness (PSPS) reimbursement shall be in accordance with CPN-E-20-02 PSPS Emergency Preparedness Pilot Policy and CPN-E-20-02M3.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



## ARTICLE 6 - REPORTING POLICIES AND PROCEDURES

### 6.1 Reporting Requirements

6.1.1 General

6.1.1.1 Contractor shall submit required client/job detailed data for Weatherization and ECIP EHCS activities to CSD's Weatherization Database on a monthly basis, for the period in which the service activity occurred and for which reimbursement for the service activity is requested.

Similarly, adjustments shall be submitted for the monthly period in which services occurred.

6.1.1.2 Contractor shall request reimbursement for expenditures associated with all Contract activities (excluding ECIP Fast Track and HEAP Electric and Gas) by reporting in the EARS, in accordance with CPN-E-19-002 Energy Reimbursement Policies and Procedures.

6.1.1.2.1 Expenditures for Admin, Assurance 16, Intake, ECIP WPO, HEAP WPO, ECIP EHCS, SWEATS, and EHA-16 program costs shall be reimbursed through the LIHEAP Monthly EHA 16 Expenditure Activity Report via EARS.

6.1.1.2.2 Expenditures for Weatherization Program Costs and Activities shall be reimbursed through the LIHEAP Monthly Weatherization Expenditure Activity Report via EARS.

6.1.1.2.3 Contractor shall submit adjustments in accordance with CPN-E-19-002.

6.1.1.2.4 Payment to Contractor for any given month shall be contingent upon receipt and approval by CSD of the preceding monthly submission.

6.1.1.3 Contractor shall ensure that the data reported in the Weatherization Database and the request for reimbursement reported in EARS, reconcile in accordance with CPA-E-18-005.

6.1.1.4 Contractor shall submit client details electronically to CORE for ECIP Fast Track, HEAP Electric and Gas, ECIP WPO, and HEAP WPO.

Contractor shall submit to CORE, applications that have received a pledge for ECIP Fast Track or HEAP Electric and Gas to CORE, within the

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



timeframe specified in the Direct Pay Utility Pledge Timeframe document located on the contract page of the CSD Local Agencies Portal.

6.1.1.5 Contractor shall submit requested client files, records, and documents to the File Transfer Protocol (FTP) Server as requested by CSD. CSD shall use Contractor submitted documents to perform an in-house desk review to verify compliance with financial, administrative, and programmatic requirements.

6.1.1.6 Reporting System Requirements

6.1.1.6.1 CSD will provide Contractor with specifications of minor IT reporting changes or other minor changes, and upon receipt of the specifications, Contractor shall implement system changes in their local system within 30 calendar days. Minor changes are those that are routine in nature to begin performance under the Contract such as but not limited to adjustments to the Expenditure Activity Report layout, adding or deleting measures and adjusting eligibility guidelines.

6.1.1.6.2 Major reporting changes, upon receipt of the specifications, shall be implemented in Contractor's local system as negotiated by CSD. Major IT system changes are those changes made to the business rule validations as listed in the most current Weatherization DTR and/or new field lines as outlined in the Data Transfer Reference Document (Schema-Breakdown). The most current Weatherization DTR and Data Transfer Reference Document (Schema-Breakdown) are located on the CSD Local Agencies Portal on the System Specification website page.

6.1.2 Solar Warranty and Maintenance Reporting

Contractors participating in the Solar Water Heating (SWH) Project shall report to CSD whenever warranty work and/or maintenance are required on any Solar Water Heating Systems installed under the SWH Program and CSD's Low-Income Weatherization Program (LIWP). The SWH Warranty and Maintenance Report shall include a written description of the following:

6.1.2.1 Dwelling address at which warranty and/or maintenance work was provided;

6.1.2.2 Reason for warranty and/or maintenance work (what was the problem);

6.1.2.3 The date (or dates) on which warranty and/or maintenance work was

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



provided; and

6.1.2.4 List of the costs charged to the LIHEAP contract for the warranty and/or maintenance work.

The SWH Warranty and Maintenance Report shall be submitted no later than 30 calendar days after the month in which reimbursement for the warranty and/or maintenance work is requested.

The SWH Warranty and Maintenance Report shall be submitted, via email, to wx@csd.ca.gov with the words "SWH Warranty and Maintenance Reports" in the Subject line.

Contractor shall retain all warranty and maintenance reports for the life of the warranty.

6.1.3 CSD Review and Approval of Reports

6.1.3.1 CSD shall review and approve Contractor's monthly reimbursement/activity reports before offsets to advances or reimbursement payments are issued. CSD will conduct an ongoing evaluation of Contractor's performance related to program and fiscal operations and its demonstrated ability to effectively utilize all funds available under this Contract.

6.1.3.2 The issuance of other CSD contracts, including reimbursement payments to the Contractor, shall be contingent upon timely receipt of the required reports and/or compliance with the material requirements of this Contract.

6.1.4 Close-out Report

6.1.4.1 Contractor shall submit on appropriate CSD forms, a close-out report, verifying all actual, allowable, and allocable costs earned during the term of this Contract and return all excess reimbursement and unexpended funds to CSD within 90 calendar days of the expiration of this Contract. If Contractor fully expends funds prior to the end of the contract term, all appropriate CSD close-out forms shall be submitted within 90 calendar days of final expenditure.

6.1.4.1.1 Administrative costs, outreach, intake, Assurance 16, Training and Technical Assistance shall not exceed the maximum allowable amounts.

6.1.4.1.2 Administrative and Assurance 16 costs shall remain proportionate to the cumulative allowable program

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



expenditures for Direct Services and Utility Assistance. Any Administrative and Assurance 16 costs that exceed these limits shall be disallowed.

6.1.4.1.3 Subsequent payments, including advance payments, for LIHEAP or other CSD contracts may be withheld, absent timely receipt of the close-out report of this Contract.

6.1.4.2 The issuance of other CSD contracts, and reimbursement and advance payments for existing contracts, may be withheld, absent receipt of the close-out report which is due no later than 90 calendar days after Contractor fully expends or the end of the Contract term.

6.1.4.3 The close-out report shall include the following:

6.1.4.3.1 Close-out checklist with authorized signature (CSD 733);

6.1.4.3.2 Interest and Program Income Earned Reconciliation Report (CSD 733F);

6.1.4.3.3 Report comparing production estimates, by Service Area, to actual expenditures, what lessons were learned, and what changes in operations and service delivery are anticipated in coming years; and

6.1.4.3.4 Equipment Inventory Schedule (CSD 733G).

6.1.4.4 Interest and Program Income-Earned

Contractor shall use a CSD 733F, LIHEAP Interest and Program Income Earned Close-out Reconciliation, to report actual costs and/or interest income earned and expended. Pursuant to 22 CCR § 100855 and in accordance with CPN-A-18-01 Program Income, program income earned and expended are subject to the expenditure and reimbursement guidelines for the program year in which expenditures occurred.

6.1.4.5 Any weatherization materials purchased with the funds under this Contract and remaining at the Contract expiration shall be credited against Contractor's weatherization materials expenditures under this Contract and charged to whatever other weatherization program Contractor may have in effect. If Contractor has no other weatherization program in effect, CSD shall determine how the materials will be disposed and what, if any, financial adjustments are required.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



# SUBVENTION CONTRACT

# PROGRAMMATIC REQUIREMENTS

## ARTICLE 7 - PROGRAM POLICIES AND PROCEDURES

### 7.1 LIHEAP Agency Local Plan

7.1.1 Contractor shall submit an annual LIHEAP Agency Local Plan to CSD by a date as determined by CSD. The LIHEAP Agency Local Plan is intended to systematize the gathering of planning information to assist CSD with its obligations under federal statute to provide programmatic assurances to the Secretary of the U.S. Department of Health and Human Services under the LIHEAP block grant and to enable the Contractor to plan and propose an annual budget that is consistent with the purposes of the Low-Income Home Energy Assistance Program and reflective of the needs of the local low-income population.

7.1.2 CSD will review the annual LIHEAP Agency Local Plan to ensure compliance with federal and state laws and departmental requirements.

If the LIHEAP Agency Local Plan documents do not indicate that the Contractor's proposed services and activities are in compliance with federal and State law governing the LIHEAP block grant, CSD may require Contractor to amend or supplement the responses or documentation, prior to execution of this Contract by CSD.

7.1.3 CSD's approval of the LIHEAP Agency Local Plan documents submitted by Contractor shall not be construed as approval of any costs expended under this Contract. The approval of all expenditures remains subject to the federal and state requirements that the actual costs be allowable and allocable in accordance with applicable statutes, regulations, and the provisions of this Contract.

### 7.2 Program Standards and Regulatory Requirements

7.2.1 Program Standards

7.2.1.1 Contractor shall adhere to all CSD program standards pursuant to the following documents which have been incorporated by reference and made part of this Contract as if attached hereto:

7.2.1.1.1 CSD Technical Reference Manual (TRM);

7.2.1.1.2 ECIP Policy and Procedures;

7.2.1.1.3 Official State and Federal Program Notices and Guidance Documents;

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



7.2.1.1.4 Current Eligibility and Verification Guide;

7.2.1.1.5 Weatherization DTR; and

7.2.1.1.6 Utility Assistance Data Transfer Business Rules.

7.2.1.2 Upon signing the CSD contract, Contractor is acknowledging receipt of all current technical manuals, policies, and protocols.

7.2.1.3 In the event of inconsistencies between policies and field protocols contained within the TRM and/or the Weatherization Policies and Procedures and this Contract, Contractor shall abide by the terms of this Contract.

7.2.2 Regulations

7.2.2.1 Standards contained in the most current Uniform Building Code and local city and county codes shall take precedence over the CSD TRM if the code requirement is not included in the manual and/or is more stringent.

7.2.2.2 All work performed by Contractor shall be in compliance with the most current and applicable provisions of the California Energy Commission Building Energy Efficiency Standards, Alterations under Title 24, Part 6, of the California Code of Regulations, California Home Energy Rating System (HERS) Program regulations.

7.2.2.3 Services provided to all covered pre-1978 dwellings shall be in compliance with the most current Environmental Protection Agency rules in 40 CFR Part 745 et seq., Lead-Based Paint Poisoning Prevention in Certain Residential Structures, and the Housing and Urban Development rules in 24 CFR Part 35 et seq., and Lead-Based Paint Poisoning Prevention in Certain Residential Structures.

7.2.2.4 All materials utilized for weatherization and ECIP EHCS purposes shall be in conformance with the Department of Housing and Human Services rules in 45 CFR Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.

7.2.2.5 All materials used must be in compliance with TRM material specifications for LIHEAP.

7.2.3 Title 24

7.2.3.1 Contractor shall, when required by its local jurisdiction, obtain a building permit when additions or alterations of existing residential buildings are

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performed or when a component, system, or equipment of an existing building breaks, cannot be repaired and must be replaced.

7.2.3.2 Title 24 requirements are applicable only to energy conservation measures and Health and Safety replacement of heating, cooling, and water heating appliances performed in dwellings located within specific California Energy Commission (CEC) Climate Zone areas. Requirements to be applied are those specific to the California Energy Commission (CEC) Climate Zone where the dwelling is located. For a listing of the CEC climate zones, refer to the CSD Local Agencies Portal website at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

7.2.3.3 Contractor shall obtain the services of a qualified HERS Rater when required to perform required field verification and diagnostic testing on applicable weatherization measures and building alterations performed under this Contract.

7.2.3.4 The HERS Rater shall be an independent entity from the builder or subcontractor performing the building alteration and/or energy-efficiency improvement being tested and verified and shall have no financial interest in the work performed.

7.2.4 Pre-1978 Dwellings

7.2.4.1 Lead-based paint is presumed to be present in all pre-1978 units unless the dwelling unit has previously been certified by a California Certified Inspector/Risk Assessor to be lead-free.

7.2.4.2 HUD units not previously certified to be lead free, built prior to 1978, and receiving weatherization services in which painted surfaces exceeding de minimis levels are disturbed, require the successful achievement of lead-safe standards after the completion of weatherization services. Contractor shall assure that a third-party California Certified Inspector/Risk Assessor performs the clearance inspection after the completion of weatherization services and that the Assessor deems the weatherized HUD unit as lead-safe.

7.2.4.3 Contractor shall document notification to tenants of multi-unit housing of weatherization and/or renovation activities in common areas using the Notice of Weatherization/Renovation (CSD 320) or approved Contractor's equivalent and Record of Tenant Notification Procedures (CSD 322) or approved Contractor's equivalent.

## 7.3 Prioritization of Services

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



7.3.1 Contractor assures that ECIP, HEAP, and Weatherization activities are conducted in accordance with the Agency Local Plan in Article 14.

7.3.2 Activities shall be designed to provide assistance to low-income households in meeting their home energy costs, particularly those with the lowest incomes that pay a high proportion of household income for home energy, and that such methods to be utilized, and shall assure that eligible households, particularly those households with elderly individuals, disabled individuals, or children five years and under are made aware of the assistance available under this Contract.

## 7.4 Service Priority Guidelines

7.4.1 Contractor shall give first priority for services to those households with the lowest income and highest energy burden. In addition, Contractor shall factor into its first priority for services those households with the following vulnerable populations: young children (ages five years or under), disabled, and elderly persons (ages 60 years or older), in accordance with the Agency Local Plan.

7.4.2 Contractor may give first priority for services to those households whose members have life-threatening emergencies.

For the ECIP Fast Track, HEAP Electric and Gas, ECIP WPO and HEAP WPO program components, Contractor shall assign prioritization points consistent with the Agency Local Plan in Article 14.

7.4.3 Due to limited funding, contractors are discouraged from providing either:

7.4.3.1 Energy assistance benefits to households with substantial credit(s) on its utility bills; and/or

7.4.3.2 Weatherization services to dwellings previously weatherized under LIHEAP within the past four years. Contractors shall prioritize services to previously weatherized dwellings in accordance with the Agency Local Plan in Article 14.

7.4.4 Equitable Treatment

Contractor shall ensure that owners and renters receive equitable treatment under this program.

## 7.5 Outreach and Intake Activity Guidelines

7.5.1 Outreach

Contractor shall perform appropriate outreach activities to ensure that households in

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



the service area(s) are informed about all LIHEAP services and have an opportunity to apply for such services.

7.5.2 Intake

Contractor shall use intake program funds for determining eligibility of applicants seeking LIHEAP services. Services include the process of completing an intake application and reviewing applicant documentation. Contractor shall:

7.5.2.1 Establish reasonable hours whereby applicants will have access during regular business hours to seek program information with an assurance that the Contractor shall respond to the applicant's request within a reasonable amount of time;

7.5.2.2 Ensure applicants have access to applications, whether in hardcopy, electronic format, during regular business hours. Contractors whose offices are not staffed Monday through Friday must arrange for alternative points of access to LIHEAP applications. Contractor may satisfy this requirement by posting their application for download on their website or post a link directing applicants to an application posted at CSD's website at www.csd.ca.gov or at alternate location(s) or by mailing applications;

7.5.2.3 Accept applications for assistance during regular business hours;

7.5.2.4 Accept applications for ECIP Fast Track and WPO at sites that are geographically accessible to all households in the area served by Contractor;

7.5.2.5 Provide low-income individuals who are physically infirm with the means to submit applications for HEAP and ECIP without leaving their residences;

7.5.2.6 All sites where intake is conducted must be accessible to the disabled;

7.5.2.7 Contractor shall utilize the Energy Intake Form (CSD 43), or approved Contractor's equivalent, as a multipurpose form for referrals to the LIHEAP Weatherization program, the ECIP EHCS program, HEAP program, and DOE program; and

7.5.2.8 If Contractor opts to "pre-screen" applicants for benefits by discussing eligibility criteria and by counseling potential clients in advance of their completing and submitting an Energy Intake Form (CSD 43) or approved Contractor's equivalent, Contractor must apply income guidelines and Contractor's Priority Plan when prescreening applicants. If the applicant appears to be ineligible, Contractor must so inform the applicant but must

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



nevertheless notify prescreened applicants of the right to apply for benefits upon changes in the prescreened applicant's circumstances and status. Energy Intake Form (CSD 43) or approved Contractor's equivalent must be provided to a potential client upon request, whether or not a prescreening process is employed.

7.5.3 Applicant Written Notification of Benefits

Within 15 business days of receiving an application Contractor shall provide the applicant written or electronic notification of the application status, indicating whether the application has been approved, denied, deemed incomplete, or is still pending review.

7.5.3.1 If approved, the notice shall indicate the nature and an approximate timeframe in which the utility assistance payment will be provided and when weatherization services may be scheduled or if a referral was made to for weatherization services. The name of the utility company and the amount of the benefits also shall be included in the notification for Utility Assistance.

7.5.3.2 If denied, the notice shall indicate the reason for the denial and information regarding the appeal process.

7.5.3.3 If incomplete, the notice shall indicate what additional information or documentation is required.

7.5.3.4 If pending review, the notice shall provide a revised estimate of when the status of the application will be determined. Contractor must follow-up with a notification when a determination has been made.

7.5.3.5 If added to the waitlist for weatherization and the application is not processed, the notice shall provide the amount of time the application will be kept on file, disclaimer that the applicant is not guaranteed services and how applications are prioritized for services.

## 7.6 Assurance 16 Activity Guidelines

Assurance 16 program funds shall be used for services that encourage and enable households to reduce their home energy needs and thereby the need for energy assistance such as needs assessment, client education and budget counseling, and coordination with utility companies. These funds may not be used to identify, develop, and/or demonstrate leveraging programs.

7.6.1 Needs Assessment

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



Contractor must conduct a needs assessment for each client who submits an application that shall include computing the energy burden of each applicant's household and prioritizing households in accordance with Agency Local Plan in Article 14.

7.6.2 Client Education/Budget Counseling – General Requirements

Contractor shall provide all recipients of energy assistance under this Contract with applicable energy conservation information and budget counseling in accordance with the Contractor's approved Agency Local Plan in Article 14. As a minimum Contractor shall include the following:

7.6.2.1 Information regarding the importance of applying for energy assistance prior to falling behind in utility payments and information concerning various utility company budget payment plan(s) and other forms of energy assistance offered within the State;

7.6.2.2 Written information that describes energy-saving behavioral adjustments that will decrease the energy consumption of the household; and

7.6.2.3 Resource information, referral, family, and budget counseling in order to assist clients in achieving self-sufficiency.

7.6.3 Client Education/Budget Counseling – Weatherization and ECIP EHCS Specific

7.6.3.1 In addition to the above provisions, Contractor shall place in the client's file the Client Education Confirmation of Receipt (CSD 321) or approved Contractor's equivalent that substantiates that the client was provided with energy conservation, budget counseling, lead-based paint safe, mold and moisture, radon, and asbestos education.

7.6.3.2 Contractor shall provide the EPA pamphlet, "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools."

7.6.3.3 Contractor shall provide to all clients the EPA pamphlet, "A Brief Guide to Mold, Moisture, and Your Home."

7.6.3.4 Contractor shall provide the client with a description of the benefits that the client can expect to receive as a result of the weatherization measures installed and diagnostic tests performed in the dwelling.

7.6.3.5 Contractor shall provide the client with an explanation of the effect of each measure in terms of preventing air infiltration or the escape of heated or cooled air from the dwelling and how to maximize the effect of such

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



measures.

7.6.3.6 Contractor shall provide all clients with the EPA pamphlet, "A Citizen's Guide to Radon: The Guide to Protecting Yourself and Your Family from Radon."

7.6.3.7 The California Department of Public Health fact sheet FAQs "About Asbestos in the Home and Workplace".

7.6.4 Coordination

7.6.4.1 Contractor shall refer all potentially eligible applicants, including HEAP applicants, to the LIHEAP Weatherization Program, ECIP EHCS, California Alternative Rates for Energy Program (CARE), Reduced Rate Program (RRP), Arrearage Management Payment (AMP) Plan, DOE, or other energy or conservation programs. Contractor shall coordinate its activities with other federal, state, or local energy conservation programs with the goal of conserving energy, improving thermal efficiency, or defraying energy costs of low-income households.

7.6.4.2 Contractor shall provide assistance in coordinating the payment of client's energy/utility bill with the appropriate energy vendor or utility company. Contractor may also perform other coordinative activities with energy vendors/utility companies to provide input relative to the energy assistance needs of California's low-income households and a proactive educational concept in serving clients. This includes attending the California Public Utilities Commission's Low-Income Oversight Board Committee meetings.

## 7.7 Leveraging Activities

7.7.1 When ECIP EHCS services are provided Contractor shall refer, schedule or recommend a subsequent weatherization assessment, in accordance with the CSD TRM.

7.7.2 Leveraging weatherization funds may be used to install feasible measures in accordance with the CSD TRM. Client files shall be documented accordingly.

7.7.3 If Contractor is leveraging with non-CSD funded programs to meet CSD program requirements, then Contractor shall ensure that any non-CSD leveraged-funded activity performed in conjunction with the Weatherization and/or the ECIP EHCS program, is in conformance with weatherization guidelines. If permitted by the leveraged-funding source, Contractor shall document within the Weatherization and/or ECIP client file the activity performed, date of the activity performed, and the source of the leveraged funds. If the leveraged-funding source prohibits the disclosure

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



of such information, Contractor shall as a minimum make reference to the leveraged activity within the weatherization and/or ECIP client file.

7.7.4 If Contractor is leveraging with DOE, all DOE requirements shall apply.

7.7.5 CSD may use information about leveraged activities paid for with funds from leveraged-funding source for the purpose of verifying the delivery of services. CSD may review and verify or use a third-party inspector to review and verify that the leveraged-funded activities conform to applicable LIHEAP standards and practices.

## 7.8 Record-Keeping Responsibilities

7.8.1 Contractor shall maintain client intake/needs assessment form(s) for Weatherization, HEAP, and ECIP, together with appropriate supporting documentation and shall maintain separate client files containing supporting documents related to disqualifications, denials, and appeals for each applicant who is not certified as being eligible to receive assistance.

7.8.2 Contractor shall ensure that the ECIP Home Energy Supplier Assurance (CSD 416) or approved Contractor's equivalent is completed by each nonregulated utility company, e.g., propane suppliers, wood suppliers, etc., providing services to clients of this Contract.

7.8.3 Contractor shall make a reasonable effort to collect the completed Client/Customer Consent Form and Authorization to collect energy usage data when the client applying for services is not the person listed as the account holder of the utility bill. Client services shall not be denied if the client or bill account holder refuses to sign the consent form.

7.8.4 All Client Files – General Requirements

Contractor shall maintain a separate file for each applicant by either a hard copy or electronic file, or a combination of both. Contractor must ensure that the method selected to maintain files does not impose unreasonable effort in CSD's ability to review any files. These files shall include, the following documentation, when applicable:

7.8.4.1 For Public Agencies only: Statement of Citizenship, Alienage and Immigration Status for Public Benefits, (CSD 600), and supporting documents;

7.8.4.2 Energy Intake Form (CSD 43) or approved Contractor's equivalent. Priority points must be written in the designated space on the Intake form;

7.8.4.3 Multi-Family Property Intake Form (CSD 43 MFP) or approved

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



Contractor's Equivalent;

7.8.4.4 Utility/energy bill(s) for all sources of energy used by qualified households;

7.8.4.5 Documentation supporting eligibility in accordance with the Eligibility and Verification Guide;

7.8.4.6 Client Education Confirmation of Receipt (CSD 321) or approved Contractor's equivalent that substantiates that the client was provided services in accordance with Assurance 16 requirements;

7.8.4.7 Client denial or approval notification; and

7.8.4.8 Client/Customer Consent Form and Authorization (CSD 081) – Only requested when the client is not the account holder of the utility bill.

7.8.5 Client Files - ECIP Fast Track, ECIP WPO, HEAP, and WPO

Contractor shall maintain the following documents for each applicant receiving cash assistance services, as applicable:

7.8.5.1 Documentation that substantiates the requested ECIP Fast Track supplemental payment including the total amount due (at the time of intake) to the utility company, reconnection fees, and any other assessed utility fees/surcharges; it shall provide the condition(s) that establishes eligibility for benefits in accordance with ECIP Fast Track Benefit Determination Section 8.3 in subsection 8.3.3.3; and

7.8.5.2 Documentation that substantiates the requested ECIP WPO and WPO payment and supplemental payment in accordance with CPA-E-21-04 and CPA-E-21-04E WPO Benefit Formula Policy.

7.8.5.3 Documentation substantiating the portion of rent that is allocated toward energy costs.

7.8.6 Client Files - Weatherization and/or ECIP EHCS Specific

Contractor shall maintain the following documents for each applicant receiving weatherization and/or ECIP EHCS services, if applicable:

7.8.6.1 CSD Dwelling Assessment (CSD 540 series which includes: 540 Dwelling Assessment, 540A Weatherization Mold Assessment and Release, 540B Optional Customer Assessment Summary, 540C Whole-Dwelling Ventilation Calculation Worksheet, 540D Mechanical Ventilation

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



Assessment, and 540E Refrigerator SIR Calculation Sheet) or approved Contractor's equivalent;

7.8.6.2 Combustion Appliance Safety Inspection (CASIF) (CSD CASIFs 700 or CSD 702 series);

7.8.6.3 Shell Leakage Data Sheet (CSD 704);

7.8.6.4 Duct Test Data Sheet (CSD 706);

7.8.6.5 CSD Weatherization Deferral (CSD 542) and other source documentation supporting deferrals and appeals;

7.8.6.6 Notice of Weatherization/Renovation (CSD 320) or approved Contractor's equivalent;

7.8.6.7 ECIP EHCS Assessment (CSD 57);

7.8.6.8 Record of Tenant Notification Procedures (CSD 322) or approved Contractor's equivalent;

7.8.6.9 Energy Service Agreement for Occupants (CSD 515A) or approved Contractor's equivalent;

7.8.6.10 Energy Service Agreement for Rental Property Owners (CSD 515B) or Contractor's equivalent;

7.8.6.11 Contractor Post-Weatherization Inspection Report (CSD 611);

7.8.6.12 Multi-Unit Dwelling Unit Eligibility Certification (CSD 75P) or approved Contractor's equivalent;

7.8.6.13 Client confirmation of work completed;

7.8.6.14 Required building permits or buildings permit applications, or documentation of permit cost; and documentary evidence of final permit;

7.8.6.15 Copy of lead clearance inspection by a California Certified Inspector/Risk Assessor for applicable pre-1978 HUD units;

7.8.6.16 Waivers from CSD to exceed maximum costs of weatherization measures;

7.8.6.17 Documentation that substantiates all actual labor hours including a time and activity log associated with each job;

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



7.8.6.18 Documentation of weatherization measures installed and leveraged with other CSD and non-CSD weatherization program funds;

7.8.6.19 Documentation that substantiates the criteria and basis for replacement of gas and electric appliances, including results of required diagnostic tests, and the non-feasibility of Mandatory Measures not performed or installed;

7.8.6.20 Documentation indicating the manufacturer, manufacture date, make, and model and metering information for all refrigerator replacements;

7.8.6.21 Documentation referring to CSD or non-CSD weatherization;

7.8.6.22 Documentation of HERS inspection report and a copy of the invoice from the HERS Rater, in addition to the Residential Compliance Form (CF-1R, CF-4R and CR-6R);

7.8.6.23 Documentation providing evidence that the client receiving disaster-related services was a victim of a natural disaster;

7.8.6.24 All Historic Preservation Online (HPO) review documentation, including copies of the printed Project Description sheet (PDS) and HPO site e-mails;

7.8.6.25 Photographic documentation as required by the CSD TRM;

7.8.6.26 Building File Report (BFR) and Improvement Analysis Report (IAR) in each client file and retention of electronic audit file;

7.8.6.27 Documentation of attempts to schedule post-weatherization inspection appointments if inspection could not be performed;

7.8.6.28 Lead Safe Weatherization and Lead Renovation, Repair and Painting Compliance Report (CSD 708);

7.8.6.29 Notice of Survey by Electrical Contractor (CSD 543);

7.8.6.30 REM Energy Audit Entry Form (CSD 544);

7.8.6.31 Insulation Certificate (CSD 610); and

7.8.6.32 REM/Design Multi-Family Input Sheet (CSD 808).

7.8.7 Client Files – SWEATS Specific

Contractor shall maintain the required documents for each applicant receiving

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



services under SWEATS in accordance with CPN-E-20-01 SWEATS Policy.

7.8.8 Translation of Forms

Contractor shall use a certified translator deemed qualified by the Contractor when translating CSD forms that require a client/customer signature into a foreign language.

7.8.9 Weatherization and ECIP EHCS Specific

7.8.9.1 Labor and Materials

7.8.9.1.1 Contractor shall maintain documentation in such a manner that include job references and total labor hours so that actual costs and actual labor hours billed to the weatherization and ECIP EHCS programs can be substantiated.

7.8.9.1.2 Contractor shall document all costs expended under this Contract with purchase orders, inventory records, and payroll records identifying the funding source.

7.8.9.1.3 Contractor shall maintain documentation in such a manner to prove that materials used under this program conform to the requirements contained within the CSD TRM and state, county, or local regulations.

7.8.9.2 Training

Contractors who perform weatherization and ECIP EHCS services are required to input, update, and maintain employee data in the CSD Training Database. The Training Database is located and maintained on the CSD Local Agencies Portal and is a repository for Contractor and their subcontractors to track and monitor employees' completed trainings as they progress through the CSD training curriculum. The Training Database shall also document all training received for each employee and shall include for each training session/course the source/location, type/content, and completion date.

7.8.9.2.1 CSD shall maintain all training records in the Training Database for trainings completed through the CSD Online Weatherization Training Center, CSD-approved Training Centers, and field or classroom training provided by CSD or its agents.

7.8.9.2.2 Contractors shall maintain all training records in the Training

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



Database for trainings provided by third parties for OSHA 10, OSHA 30, and EPA Renovator certifications as designated by CSD.

7.8.9.2.3 Contractors shall be responsible for maintaining the required training records in the same manner for their subcontractors.

7.8.9.2.4 Contractors shall update the Training Database employee information on or before the first day of each subsequent month.

7.8.9.3 Equipment

7.8.9.3.1 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.

7.8.9.3.2 Contractor and subcontractors who perform shell leakage testing and duct leakage diagnostic tests shall maintain the Manometer Calibration Log (CSD 786) documenting the calibration of all manometers as required.

7.8.9.3.3 Contractor and subcontractors who keep an inventory of portable appliances for the SWEATS program shall maintain a log documenting the location of all portable appliances on loan and in reserve. The log shall document the retirement or loss of the equipment.

7.8.9.4 Energy Audits

7.8.9.4.1 Contractor shall maintain electronic records generated from the REM/Design audit software for the required period of three years from submission of final report or until resolution of all related audit or monitoring findings, enforcement action, including cost disallowance, legal proceedings or other pending matters, whichever is later in accordance with Section 4.3.

7.8.9.4.2 Contractor shall make all records generated from the REM/Design audit software accessible to CSD, or a third-party inspector acting on CSD's behalf, for the purpose of a third-party inspections or monitoring.

7.8.9.4.3 Contractor shall submit all REM audits through the CSD Energy Audit Submittal System, including the initial audit

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



submittal and resubmittals reflecting changes based on CSD feedback. A final audit shall also be submitted to address one or more of the following:

7.8.9.4.3.1 Changes in measure cost; input of final duct or shell leakage readings, in lieu of estimated leakage used for initial improvement analysis;

7.8.9.4.3.2 Changes to the final scope of work; any decisions related to full or partial measure leveraging.

7.8.10 Automation

7.8.10.1 Contractor shall use an automated application system capable of supporting LIHEAP's (Weatherization, ECIP EHCS, ECIP WPO, and HEAP WPO) data collection, reporting requirements, and client data transmission to CSD. No database transfer will be accepted prior to the completion of successful data file transfer testing to CSD. Contractor shall submit the data in accordance with CSD's Weatherization DTR layout found at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx. Contractor shall exercise best practice and perform a daily backup of all client data/application systems that capture LIHEAP service detail. Contractor shall assure that adequate files are maintained as required in Section 7.8.

7.8.10.2 Contractor shall also be responsible for monitoring the CORE online reports and for resolving payment issue(s) related to the delivery of benefits. The Agency Allocations/System Maintenance screen shall display historical and current detail level of program allocation information, summarizing Contractor's annual program allocation, expenditures, and returned benefits eligible for reissuance, if any. The Variance Report shall display the detail level of benefit information whereby the eligible benefit amount differs from the paid benefit amount. For resolution of partial credit returns, Contractor shall be responsible for following up with the client to resolve payment issue(s) and for providing CSD with the necessary information to reissue benefit(s). For full credit returns and warrant redeposits, Contractor shall be responsible for resolving and updating client data in CORE to reissue benefit(s).

7.8.10.3 Utilizing reporting options available within the CORE On-Line System, Contractor shall be responsible for generating HEAP and ECIP (Fast Track) reports to attain data specific to the following: rejected records, intake data, client and payment status, expenditures and current allocation balance, returned benefits, summarized county energy costs and burden, and a year-to-date goal status.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



# SUBVENTION CONTRACT

## ARTICLE 8 - PROGRAM IMPLEMENTATION

### 8.1 HEAP/WPO Activity Guidelines

8.1.1 Applicant Eligibility

8.1.1.1 Assistance shall be available only to households with incomes that do not exceed an amount equal to 60% of the State median income.

8.1.1.2 Income verification must be for one month. For acceptable types of documentation and processing timeframes, refer to the current LIHEAP Eligibility and Verification Guide at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx.

8.1.1.3 Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for WPO to determine the client's energy burden.

8.1.2 Eligible households may receive only one ECIP Fast Track/WPO, or HEAP/WPO payment per program year. However, Contractor can use program income to provide a supplemental ECIP Fast Track/WPO or HEAP/WPO for clients experiencing an extenuating circumstance. In addition to receiving one ECIP (Fast Track/WPO) or HEAP/WPO payment and/or supplemental program income benefit payment, eligible households may receive ECIP EHCS services and/or other weatherization services.

8.1.3 Contractor must ensure that the issuance of HEAP WPO benefits are in accordance with CPA-E-21-04 WPO Benefit Formula Implementation.

8.1.4 Contractor must exercise due care to ensure that duplication of ECIP Fast Track/WPO or HEAP/WPO payments does not occur at any time during the term of this Contract.

8.1.5 Once applicants meet the eligibility and prioritization criteria and funds are available:

8.1.5.1 Contractor shall complete the ECIP/HEAP Payment Request Confirmation (CSD 415) or approved Contractor's equivalent form or approved Contractor's equivalent process that confirms payment was made to the client's account. If the client does not have an account, confirmation of the delivery of the benefit to the client is required;

8.1.5.2 Contractor shall make payments directly to energy vendors on behalf of clients whose energy sources are wood, propane, or oil;

8.1.5.3 CSD will not make payments to clients for WPO assistance; and

8.1.5.4 Before paying energy vendors, Contractor shall verify that charges for the

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



services and goods provided are reasonable and within fair market value.

8.1.6 Contractor shall notify the applicant of the recipient household, in writing, when payments are made directly to an energy vendor for wood, propane, or oil on their behalf.

8.1.7 Contractor shall forward payments for WPO on behalf of applicants to corresponding energy vendor within 60 calendar days from the date obligation was incurred, unless a formal contract, approved by CSD, between Contractor and vendor provides for other terms.

## 8.2 Weatherization Activity Guidelines

8.2.1 Applicant Eligibility

8.2.1.1 Assistance shall be available only to households with incomes that do not exceed an amount equal to 60% of the State median income.

8.2.1.2 Income verification must be for one month. For acceptable types of documentation, refer to the current LIHEAP Eligibility and Verification Guide at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx.

8.2.1.3 Contractor shall certify a household's income eligibility prior to the delivery of energy program services.

8.2.1.4 The income certification shall remain in effect for a period of 120 days from the date applicants are deemed eligible for services.

8.2.1.5 Contractor shall recertify household's income eligibility by obtaining updated income verification documentation if the dwelling assessment has not been completed within 120 days from the income certification date.

8.2.1.6 In the event the Contractor is unable to perform all weatherization services within the 180 days from dwelling assessment date, Contractor shall obtain updated income verification documentation to recertify the household's income eligibility.

8.2.1.7 Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for wood, propane, and oil to determine the client's energy burden.

8.2.2 Dwelling Eligibility

8.2.2.1 Contractor shall perform the assessment of weatherized dwellings within 120 days of the income certification date to receive weatherization

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



assistance services.

8.2.2.2 Contractor shall complete the post-combustion appliance safety test within 60 days from the date of the pre-combustion appliance safety test. In the event the Contractor is unable to perform the work associated with the combustion appliance safety testing and the post-combustion appliance safety test within the 60-day period, Contractor shall perform another pre-test for the dwelling prior to commencing the delivery of any form of weatherization assistance services.

8.2.2.3 Contractor shall complete weatherization services within 180 days from the date of the original assessment of a dwelling.

8.2.2.4 Permission to Provide Services

8.2.2.4.1 Contractor shall obtain written permission of the owner-occupied dwelling from the tenant and the owner (or owner's agent) to perform any weatherization services. Such permission shall be recorded on the Energy Service Agreement for Occupant (CSD 515A) or approved Contractor's equivalent or the Service Agreement for Rental Property Owner (CSD 515B) or approved Contractor's equivalent.

8.2.2.4.2 If during the course of performing weatherization services in a dwelling, Contractor identifies that significant structural and/or engineering changes may occur, Contractor shall re-obtain written permission of the owner-occupant dwelling from the owner of a rental unit prior to continuing with the scheduled work.

8.2.2.5 Rent Increase Restrictions

8.2.2.5.1 For a period of two years after weatherization work has been completed on a dwelling containing a unit occupied by an eligible household, the tenants in that unit (including households paying for their energy through their rent) will not be subjected to rent increases unless those increases are demonstrably related to matters other than the weatherization work performed.

8.2.2.5.2 Tenants shall be given a written summary of these conditions with the current telephone number of the Contractor with instructions on how to file a complaint should these conditions not be met. Contractor shall investigate all complaints filed and shall forward a copy of all written complaints to CSD or, if a

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



verbal complaint has been made, contact CSD with the details of the complaint-including date complaint was made, date investigations began, and results.

8.2.2.5.3 CSD will evaluate the merits of the complaint and all supporting documentation. If CSD determines a complaint is valid, CSD may pursue collection activities against the landlord in the amount equal to the weatherization work performed on that unit and/or building.

8.2.2.6 Multi-Unit Dwellings

8.2.2.6.1 In accordance with 10 CFR § 440.22(b) (2), Contractor may weatherize the whole building containing rental dwelling units when 66% (50% for duplexes and four-unit buildings) or more of the dwelling units in the building are income eligible:

8.2.2.6.1.1 Are eligible dwelling units, or

8.2.2.6.1.2 The dwelling units will become eligible (occupied by eligible low-income tenants) within 180 days under a federal, state, or local government program for rehabilitating the building or making similar improvement to the building.

8.2.2.6.2 If dwelling units are qualified for services through a federal, state, or local government rehabilitation program, documentation to verify participation in the rehabilitation program is required in the master job file.

8.2.2.6.3 Contractor shall complete a Multi-Unit Dwelling Unit Eligibility Certification (CSD 75P) or approved Contractor's equivalent for each building and shall maintain a copy in each individual client file.

8.2.2.6.4 Contractor shall certify unit eligibility by completing Energy Intake Form (CSD 43) or approved Contractor's equivalent for each dwelling unit in each building. Certification of eligibility by the owner/manager of the occupants of the building is not acceptable.

8.2.2.6.5 No undue or excessive enhancement shall occur to the value of the dwelling units.

8.2.2.7 Previously Weatherized Dwellings

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



8.2.2.7.1 Once a dwelling has been submitted to CSD for reimbursement as a completed unit, any subsequent weatherization services provided to the dwelling shall be considered reweatherization, unless the work performed is for a call-back as specified in 8.2.2.8 below.

8.2.2.7.2 A previously applied measure may be reinstalled during its useful life term, as described in the Reimbursement Rates for Weatherization and EHCS Activities, due to premature failure or if the measure was destroyed by the prior-occupying household. Justification for the replacement must be documented in the client file.

8.2.2.7.3 Unoccupied multi-unit dwellings previously weatherized in accordance with this Contract and which receive appliance repair and/or replacement services upon occupation by an eligible tenant, shall be deemed re-weatherized dwellings.

8.2.2.7.4 If a dwelling has been previously weatherized under a CSD or another federal or non-federal program, Contractor may provide previously unapplied mandatory and optional measures within the dollar limits of this Contract.

8.2.2.8 Call-back

Services provided in a previously weatherized dwelling to correct a previously installed measure within the warranty period or as a result of a CSD inspection finding is a call-back and is allowable. Demographics for a callback are not included for reporting purposes.

8.2.2.9 Ineligible Dwellings

8.2.2.9.1 Contractor shall not weatherize a dwelling unit that is designated for acquisition or clearance by a federal, state, or local program within 12 months from the date of completion of the proposed weatherization.

8.2.2.9.2 Contractor shall not weatherize any dwelling under this Contract unless the property owner agrees to all the terms and conditions of the CSD Dwelling Assessment Form (CSD 540) and signs the Energy Service Agreement for Occupant (CSD 515A) or Service Agreement for Rental Property Owner (CSD 515B).

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



8.2.2.9.3 No institutional or commercial building including, but not limited to, universities, schools, nursing homes, hospital, shelters, or group homes, may be weatherized under this Contract.

8.2.3 Minimum Requirements for Weatherization Services

8.2.3.1 Contractor must install all feasible weatherization measures in accordance with the CSD TRM.

8.2.3.2 Single-family detached and other single-story dwellings that have not been previously weatherized under a CSD program or another program may be weatherized under this Contract only if:

8.2.3.2.1 Ceiling Insulation plus two additional Mandatory Measures are installed, or

8.2.3.2.2 In the event Ceiling Insulation is already installed or otherwise not feasible, at least three Mandatory Measures are installed.

8.2.3.3 Multi-unit dwellings that have not been previously weatherized under a CSD program or other program may qualify for weatherization services only if ceiling insulation plus two additional Mandatory Measures are installed or, in the event ceiling insulation is already installed or otherwise not feasible,-at least three Mandatory Measures are installed.

8.2.3.3.1 Installation of ceiling insulation shall be counted as a ceiling insulation measure for each unit within that building envelope.

8.2.3.3.2 Installation of a common water heater shall qualify as a Mandatory measure for each unit served by the same water heater.

8.2.3.4 If the required minimum number of weatherization measures cannot be installed due to the deferral of measures, then the entire unit shall be deferred in accordance with the CSD TRM.

8.2.3.5 The minimum number of weatherization measures may be leveraged with other weatherization programs. All leveraged measures used to fulfill the minimum number of required weatherization measures shall meet CSD installation standards.

8.2.3.6 Contractor may complete weatherization services on agriculture housing units or multi-family units if each unit is separately metered and the services will result in a cost savings to the tenant.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



8.2.4 Dwelling Assessments

8.2.4.1 Contractor shall assess the dwelling of each eligible applicant to determine if the unit is structurally sound and not in need of extensive repairs.

8.2.4.2 Contractor shall determine whether the dwelling meets the criteria for a Historic Preservation Review pursuant to subsection 8.2.4.7.2.

8.2.4.3 Contractor shall ensure that all dwelling assessments are performed by trained individuals possessing all the required skill and training as specified in Section 9.1, Training Requirements. In addition, Assessors must complete all required online based training courses to include: Environmental Hazard, Lead Safe Weatherization, and Health and Safety.

8.2.4.4 Contractor shall ensure job separation between staff performing dwelling assessments and the crew personnel responsible for performing the actual installation of weatherization measures. Assessors may not install weatherization measures in the same dwelling where the assessor performed the assessment for weatherization services.

8.2.4.5 If Contractor elects to subcontract with entities outside of CSD's network of Local Service Providers for the full installation of weatherization measures, the subcontractor performing the installation of weatherization measures shall not perform the dwelling assessment. Contractor shall ensure job separation by using Contractor's staff or another subcontractor to perform the dwelling assessments.

8.2.4.6 Contractor shall provide written documentation or notification to the owner-occupant and the owner of a rental unit or owner's agent and inform the tenant of any significant structural and engineering changes required to complete the weatherization work before the specified work commences.

8.2.4.7 Dwelling Assessment Performance

8.2.4.7.1 Dwelling assessments shall include the following required activities:

8.2.4.7.1.1 The visual assessment of the eligible dwelling to identify safety and structural hazards conditions present within the dwelling that may limit ability to perform any or all of the required weatherization services in accordance with CSD weatherization guidelines and terms of this Contract. Assessor shall

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



disclose all noted safety and structural hazard conditions to the property owner and tenant, where applicable;

8.2.4.7.1.2 The visual inspection and pre-CAS diagnostic testing of all combustion appliances as to identify the presence of combustion appliance safety conditions within the occupied living space and requiring immediate attention and the offering of prescribed list of health and safety measures needed to remedy noted conditions; and

8.2.4.7.1.3 The visual inspection of dwelling to identify any structural deficiencies and/or barriers inhibiting the ability for required pressurized diagnostics to occur. Assessor shall also inform client of the various types of diagnostic testing to be performed within the dwelling, including the general nature and benefits of each form of required diagnostic testing.

8.2.4.7.2 Historic Preservation Review of Dwellings

8.2.4.7.2.1 To ensure compliance with Section 106 of the National Historic Preservation Act (54 USCS §§ 100101 et seq. & 300101 et seq., former 16 USCS §§ 470 et seq.), CSD will establish appropriate procedures for historic property review standards as outlined by a Programmatic Agreement with the State Historic Preservation Office. The established review standards will be utilized for weatherization activities conducted under the LIHEAP on dwellings that are 45 years or older. For purposes of this Contract, the historic review shall be known as the Historic Preservation Review.

8.2.4.7.2.2 Contractor shall ensure that a Historic Preservation Review is completed on a dwelling that is either: (1) 45 years or older, (2) located within a historic district, or (3) considered to be of exceptional importance under the National Register Criteria for Evaluation pursuant to 36 CFR § 60.4.

8.2.4.7.2.3 When a dwelling assessment is performed and the dwelling is determined to meet any of the criteria specified in subsection 8.2.4.7.2.2, Contractor shall

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



initiate the Historic Preservation Review process pursuant to DOE WAP ARRA No. 010.

8.2.4.7.3 Combustion Appliance Safety (CAS) Tests

8.2.4.7.3.1 The completion of the entire combustion appliance safety (CAS) test is required on all dwellings with combustion appliances.

8.2.4.7.3.2 If it is determined during the CAS test that the dwelling unit contains a condition that is hazardous to the occupants, proper steps must be taken to alleviate the hazard. In these cases, infiltration reduction measures may not be installed until the hazard has been corrected; however, Contractor may install non-infiltration measures in the interim, until the CAS condition is corrected.

8.2.4.7.4 If the dwelling unit is not eligible because of the need for extensive repair, the unit shall not be serviced, and 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.

8.2.4.7.4.1 Documentation of such ineligibility due to the need for extensive repairs shall be recorded on the CSD Weatherization Deferral (CSD 542).

8.2.4.7.4.2 If the applicant can obtain the necessary repairs to make the dwelling unit eligible for weatherization services, weatherization activities may be accomplished following the repair work.

8.2.4.8 Contractor shall ensure the health and safety of weatherization personnel in carrying out activities funded under this Contract. In the event the weatherization of a dwelling threatens the general health and safety of weatherization field personnel, Contractor shall take measures to ensure the safety of the personnel and thoroughly document the incident(s) utilizing the CSD Weatherization Deferral (CSD 542). The deferral form does not need to be signed by the client where weatherization personnel construe the client or occupants of the dwelling to be threatening and hostile. If unable to get a signature, a certified letter shall be sent to the owner, along with the tenant if the residence is a rental.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



8.2.5 Diagnostic Testing

8.2.5.1 Contractor shall perform the shell leakage diagnostic testing only for shell sealing purposes on a minimum of 20% of the total SFD (one to four units) including mobile homes**,** and a minimum of 5% of MUD (five or more units) weatherized under this Contract. Shell leakage diagnostic testing shall be proportionate to the number of completed units for each quarterly period.

8.2.5.2 Following a determination that no combustion byproduct hazards exist, Contractor shall perform pressure diagnostic guided infiltration reduction using a pre-weatherization shell leakage test.

8.2.5.3 Duct Blaster diagnostic testing shall be required on all dwellings with forced-air systems.

8.2.5.4 Contractor shall ensure that all dwelling diagnostic tests are performed by trained individuals possessing all the required skill and training as specified in Section 9.1, Training Requirements.

8.2.5.5 If an unvented space heater is being utilized, infiltration reduction measures shall not be applied unless venting is installed, or the unit is replaced.

8.2.6 Health and Safety Measures

8.2.6.1 Prior to the performance of any heating/cooling service, a qualified technician must perform a diagnostic inspection of the primary heating/cooling appliance to assess operational performance.

8.2.6.2 Contractor is authorized to mitigate health and safety hazards in accordance with the CSD TRM.

8.2.6.3 Health and Safety Measures and Mandatory Insulation Measures must be installed in priority order. Other Mandatory Measures must be installed before optional measures, and no measure shall be excluded, unless the:

8.2.6.3.1 Shell leakage and/or pressurized duct diagnostic test indicates that installation of the measure is not necessary;

8.2.6.3.2 Dwelling already has that measure in place;

8.2.6.3.3 Measure cannot be properly installed;

8.2.6.3.4 Client refuses installation (client refusal is to be documented

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



and placed in file);

8.2.6.3.5 Maximum dollar limit is reached; or

8.2.6.3.6 Measure is not needed or required.

8.2.6.4 After Health and Safety Measures have been addressed, Insulation Measures, if feasible, must be installed prior to the installation of any other Mandatory and Optional Measures. Non-Mandatory Measures including Infiltration Reduction, General Heat Waste, and Electric Base Load Measures need not be installed in priority order.

8.2.6.5 If a health and safety hazard is found to exist that requires replacing or repairing a combustion appliance, the cost of which will preclude the installation of the required number of Mandatory Measures for a unit to be weatherized, the dwelling may qualify for weatherization under the following conditions:

8.2.6.6 The combustion appliance is repaired or replaced; and

8.2.6.7 All remaining feasible Mandatory Measures are installed up to the maximum dollar limit.

8.2.6.8 If the dollar limit has not been reached in installing feasible Mandatory Measures, Contractor may install optional measures.

8.2.6.9 Health and Safety Measures

8.2.6.9.1 The following guidelines are restricted to occupied SFD and/or MUD units:

8.2.6.9.1.1 A residential heating source that qualifies for repair and replacement services must be a single, pre-existing heating appliance, serving as the dwelling's primary heating source; and

8.2.6.9.1.2 A residential cooling source that qualifies for cooling services must be a single, pre-existing cooling appliance, serving as the dwelling's primary cooling source, limited to mechanical air conditioners, central and window/wall air conditioners, and evaporative coolers.

8.2.6.9.2 Any and all health and safety heating/cooling appliance services shall be performed in accordance with the following

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



guidelines:

8.2.6.9.2.1 All repair and replacement services are limited to dwellings with pre-existing heating and cooling appliances. An exception to this rule exists, however, for those dwellings without a heating and cooling appliance and there are no means to provide adequate heating and/or cooling during a climatic season that would cause imminent harm to the health and wellbeing of individuals or the household.

8.2.6.9.2.2 For those conditions where a true crisis exists, and the heating and/or cooling needs cannot be remedied by the installation of a permanent repair or new appliance installation, Contractor shall provide such dwellings with temporary portable devices to support the means of providing adequate cooling and/or heating to occupants of the residence to alleviate the crisis situation and to meet basic heating/cooling needs.

8.2.6.9.2.2.1 Occupant shall be advised of the higher energy consumption associated with portable heating/cooling devices.

8.2.6.9.2.2.2 Occupant shall certify that all of the manufacturer's safety instructions will be abided by.

8.2.6.9.2.2.3 Contractor shall make all attempts to purchase Energy Star-rated portable devices if available.

8.2.6.9.2.3 The age of a heating/cooling appliance shall not be used as a basis for replacement.

8.2.6.9.2.4 When repair, replacement, or installation of a primary heating appliance is required in accordance with the conditions and requirements above but cannot be completed for any reason, the entire dwelling shall be deferred.

8.2.6.9.3 Contractor shall repair a defective primary heating appliance when the cost to assess and repair is estimated at less than 50%

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



of the cost of installing a new replacement unit.

8.2.6.9.4 If during the course of repairing the defective unit additional problems are found that would increase the cost of repairs to more than the allowable limit for repair costs, the unit may be replaced.

8.2.6.9.5 When replacement of a defective primary heating/cooling appliance is performed, Contractor shall perform necessary duct repair and/or replacement services in order to conform to Title 24 requirements.

8.2.6.9.6 Fuel switching or replacement of a heating/cooling appliance for an alternate type shall only be allowed when justified by an energy audit as described in TRM Appendix D *Energy Audit/Priority List Protocol*.

8.2.7 Energy Audit Requirements

8.2.7.1 If all feasible measures classified under Health and Safety, Infiltration Reduction and other Mandatory Measures have been assessed, Contractor may assess additional measures utilizing the Energy Audit Requirements by conducting a REM/Design or Targeted Retrofit Energy Analysis Tool (TREAT) audit in accordance with CSD Single-Family/Small Multi-Family Energy Audit Protocol, CSD Multi-Family Energy Audit Protocol.

8.2.7.2 Energy audits shall be conducted as specified in the CSD Single-Family/Small Multi-Family Energy Audit Protocol (CSD TRM) incorporated by reference to this Contract and available on the CSD Provider website at https://providers.csd.ca.gov/Energy/Weatherization.aspx.

8.2.7.2.1 REM/Design energy audit tool may be applied to single-family dwellings, mobile homes, and multi-unit dwellings containing 24 or fewer dwelling units where each unit is independently heated and/or cooled.

8.2.7.2.2 Targeted Retrofit Energy Analysis Tool (TREAT) may be applied to all multi-unit dwellings except for those multi-unit dwellings that are qualified to use REM/Design.

8.2.8 Occupant Notification

If, in accordance with the provisions of this article, any notice to an occupant is required, notice shall be in writing and a copy of such notice shall be given to the

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



owner of the unit, when the unit is occupied by a non-owner occupant, or when the unit is vacant.

## 8.3 Energy Crisis Intervention Program (ECIP) Services Activity Guidelines

8.3.1 Purpose of ECIP Funds

ECIP funds may only be used to resolve emergencies that fit the federal definition [42 USC § 8622(1)], including:

8.3.1.1 A natural disaster (whether or not officially declared),

8.3.1.2 A significant home energy supply shortage or disruption,

8.3.1.3 An official declaration of a significant increase in:

8.3.1.3.1 Home energy costs;

8.3.1.3.2 Home energy disconnections;

8.3.1.3.3 Enrollment in public benefit programs; or

8.3.1.3.4 Unemployment and layoffs.

8.3.1.4 An official emergency declaration by the Secretary of Health and Human Services.

8.3.1.5 In those situations where there is not an official federal, state, or local declaration of emergency, e.g., an undeclared natural disaster or a significant home energy supply shortage or disruption that affects a low-income individual, an emergency will be deemed to exist by CSD where there is imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

8.3.2 Capacity and Responsibility to Provide Emergency Assistance

8.3.2.1 In accordance with federal and state law and ECIP Policy and Procedures, Contractor must be qualified and capable of carrying out an energy crisis intervention program that provides timely and effective emergency assistance, not later than the timeframes stated in 42 USC § 8623(c), that resolves the energy crisis. Contractor must meet minimum program requirements for timing and ensuring accessibility to eligible applicants as further defined at 42 USC § 8623(c).

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



Once applicants meet the eligibility and prioritization criteria and funds are available, Contractor shall:

8.3.2.1.1 Within 48 hours after a household applies and is determined to be eligible for ECIP, provide assistance in the form of a payment guarantee to the appropriate gas or electric vendor or a WPO payment that will resolve the energy crisis; and

8.3.2.1.2 Within 18 hours after a household applies and is determined to be eligible for ECIP, provide assistance in the form of a payment guarantee to the appropriate gas or electric vendor or a WPO that will resolve the energy crisis if such household is in a life-threatening situation.

8.3.2.2 Contractor agrees to provide all reasonable information requested by CSD during the term of this Contract in order to enable CSD to assess the adequacy of Contractor's current energy crisis intervention program and Contractor's ability to implement the program.

8.3.2.3 Federal and state law permit the allowability of costs to the ECIP only where the costs are used to provide emergency assistance in an energy crisis. In addition to all other provisions in this Contract permitting, restricting, or otherwise relating to ECIP costs, such costs are allowable only upon adequate demonstration by the Contractor that the related activities meet the definition of "emergency" as specified in federal law and this Contract.

8.3.3 ECIP Fast Track and WPO

8.3.3.1 ECIP Fast Track and WPO Services shall be provided in accordance with the Agency Local Plan in Article 14.

8.3.3.2 Applicant Eligibility

8.3.3.2.1 Assistance shall be available only to households with incomes that do not exceed an amount equal to 60% of the State median income.

8.3.3.2.2 Income verification must be for one month and current within six weeks of the application intake date or an annual award letter. For acceptable types of documentation, refer to the LIHEAP Eligibility and Verification Guide. Contractor shall maintain appropriate documents in each applicant's file.

8.3.3.2.3 Contractor shall collect copies of all of the household's energy

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



utility bills for the current month, and if applicable, receipt(s) for (WPO) to determine the client's energy burden.

8.3.3.2.4 Conditions for ECIP services must meet the criteria for an emergency as defined in 42 USC §8622 (1), ECIP Policy and Procedures and Article 13, Definitions.

8.3.3.2.5 ECIP Fast Track Utility Assistance

8.3.3.2.5.1 The applicant must receive energy services and be billed directly by one of the following energy providers: a utility company and/or a mobile home park that owns its own power source(s) or a submetering billing service with the statutory authority to shut off utility services.

8.3.3.2.5.2 For purposes of the present Section 8.3.3, an emergency energy-related crisis does not exist if the cost of energy is included in the applicant's rent, and Contractor may not make ECIP Fast Track payment(s).

8.3.3.2.6 In addition to the applicant eligibility criteria listed above, services for ECIP Fast Track and ECIP WPO may not be provided unless at least one of the following criteria pursuant to Government Code §16367.5 (e) pertains and is documented or certified by Contractor:

8.3.3.2.6.1 Proof of utility shutoff notice;

8.3.3.2.6.2 Proof of energy termination;

8.3.3.2.6.3 Insufficient funds to establish a new energy account;

8.3.3.2.6.4 Insufficient funds to pay a delinquent utility bill;

8.3.3.2.6.5 Insufficient funds to pay for essential firewood, oil, or propane; or

8.3.3.2.6.6 CSD further defines WPO crisis as 30 days or less of fuel.

8.3.3.3 ECIP Fast Track Benefit Determination

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



ECIP Fast Track benefits shall be determined using the base benefit amount and, when applicable, a Contractor-determined supplemental benefit amount. Contractors shall issue ECIP Fast Track benefits in accordance with the following:

8.3.3.3.1 Contractor shall ensure that the total ECIP Fast Track benefit amount (Base benefit amount plus supplemental benefit amount) is limited to and does not exceed the total amount due (at the time of intake) to the utility company for energy charges, reconnection fees, and other assessed utility fees/surcharges in order to alleviate the crisis situation.

8.3.3.3.2 When only issuing the base benefit amount (no supplemental payment), Contractor may exceed the total amount due to the utility company in energy charges, reconnection fees, delinquent utility bill establishing arrearages and/or past due balances, and other assessed utility fees/surcharges to alleviate the crisis situation.

8.3.3.3.3 Contractor shall ensure that the maximum total ECIP Fast Track benefit amount (Base benefit amount plus supplemental benefit amount) does not exceed $3,000. If Contractor uses program income to provide a supplemental ECIP Fast Track payment, the total payment cannot exceed $3,000.

8.3.3.3.4 Contractor shall provide full justification for benefits paid by documenting the client file(s) to include the amount of charges and verification by the utility company.

8.3.3.3.5 Contractor shall review, check for duplicates, and approve applications in accordance with Contractor's approved Agency Local Plan in Article 14 and the current LIHEAP Eligibility and Verification Guide.

8.3.3.4 WPO Benefit Determination

8.3.3.4.1 WPO benefits shall be determined in accordance with CPA-E-21-04 and CPA-E-21-04M WPO Benefit Formula Implementation.

8.3.3.4.2 Contractor shall review, check for duplicates, and approve applications in accordance with Contractor's approved Agency Local Plan in Article 14 and the current LIHEAP Eligibility and Verification Guide.

8.3.3.5 ECIP Fast Track/WPO Payment Guidelines

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



8.3.3.5.1 Eligible households may receive only one ECIP Fast Track/WPO, or HEAP/WPO payment per program year; however, Contractor can use program income to provide a supplemental ECIP Fast Track/WPO or HEAP/WPO for clients experiencing an extenuating circumstance. In addition to receiving one ECIP (Fast Track/WPO) or HEAP/WPO payment, eligible households may receive ECIP EHCS services and/or other weatherization services, if needed.

8.3.3.5.2 Contractor shall ensure that the maximum base benefit total for ECIP WPO does not exceed $1,000. If Contractor uses program income to provide a supplemental ECIP WPO payment, the total payment cannot exceed $1,000.

8.3.3.5.3 Contractor shall exercise due care to ensure that duplication of ECIP Fast Track/WPO or HEAP/WPO payments does not occur at any time during the term of this Agreement.

8.3.3.5.4 When a HEAP payment or ECIP Fast Track payment has been made directly to an energy vendor, notification of payment(s) shall be shown as a credit on the utility bill(s).

8.3.3.6 ECIP WPO Payment Guidelines Specific

8.3.3.6.1 Contractor shall complete the ECIP/HEAP Payment Request Confirmation (CSD 415) or approved Contractor's equivalent form or approved Contractor's equivalent process that confirms payment was made to the client's account. If the client does not have an account, confirmation of the delivery of the benefit to the client is required.

8.3.3.6.2 Contractor shall make payments directly to energy vendors on behalf of clients whose energy sources are wood, propane, or oil.

8.3.3.6.3 CSD will not make payments to clients for WPO assistance.

8.3.3.6.4 Before paying energy vendors, Contractor shall verify that charges for the services and goods provided are reasonable and within fair market value.

8.3.3.6.5 Contractor shall notify the applicant of the recipient household, in writing, when payments are made directly to an energy vendor for wood, propane, or oil on their behalf.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



8.3.3.6.6 Contractor shall forward payments for WPO on behalf of applicants to corresponding energy vendor within 60 calendar days from the date obligation was incurred, unless a formal contract, approved by CSD, between Contractor and vendor provides for other terms.

8.3.4 ECIP Emergency Heating and Cooling Services (EHCS)

8.3.4.1 Applicant Eligibility

Eligibility of the applicant shall meet all requirements for eligibility as described in the Weatherization Activity Guidelines specified in Section 8.2.

8.3.4.2 Dwelling Eligibility

Eligibility of the dwelling shall meet all requirements for eligibility as described in the Weatherization Activity Guidelines specified in Section 8.2.

8.3.4.3 Dwelling Assessments

8.3.4.3.1 Assessment of the dwelling shall meet all requirements as described in the Weatherization Activity Guidelines specified in Section 8.2.

8.3.4.3.2 Work crews of Contractor who are only performing heating and cooling services shall not be required to perform the entire CAS test and may limit the testing to only the heating and cooling appliances to be repaired or replaced.

8.3.4.4 Allowable Services

ECIP EHCS may be used for the repair, replacement, and new installation of heating/cooling and water heating appliances identified in the ECIP Policy and Procedures and must meet the following criteria:

8.3.4.4.1 The applicant is income eligible and submits the required documentation to complete the eligibility of the dwelling;

8.3.4.4.2 The applicant has insufficient funds to pay the cost of repairing or replacing an eligible heating or cooling appliance or for a new heating or cooling appliance;

8.3.4.4.3 The appliance condition meets one of the appliance

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repair/replacement criteria as defined in the ECIP Policies and Procedures; and

8.3.4.4.4 The services to mitigate and completely resolve the emergency and satisfy the relevant emergency assistance meet the timeframes as defined in the ECIP Policies and Procedures.

8.3.5 Natural Disasters

8.3.5.1 When a dwelling that has been damaged by a natural disaster such as fire, flood, earthquake, hurricane, etc., a scope of work shall be submitted to CSD for approval prior to beginning work related to a natural disaster.

8.3.5.2 The occupant shall be certified as currently eligible and a dwelling assessment shall be performed.

8.3.5.3 Contractor may have damages repaired that are within the scope of the weatherization program if the same services will not be paid for or reimbursed by any other source.

## 8.4 ECIP Fast Track and HEAP Electric and Gas Pledge Guidelines

8.4.1 Contractor shall pledge all applications where the Contractor has determined the applicant has a qualifying emergency as specified in subsection 8.3.3.2.6 of Section 8.3, regardless if the benefit is issued under ECIP Fast Track or HEAP Electric and Gas, provided that the application meets the eligibility and prioritization criteria and Contractor's Utility Assistance funds are available.

8.4.2 After a pledge has been made, Contractor shall submit the application to CORE as specified in subsection 6.1.1, of Section 6.1.

8.4.3 Contractor shall determine the applicant has met the eligibility requirements prior to pledging. If an eligible applicant is subsequently determined to be ineligible, Contractor shall cancel the ineligible applicant's pledge with the Utility Company within five business days upon such determination.

8.4.4 If the applicant's pledge amount changes, Contractor shall adjust the pledge amount with the Utility Company.

## 8.5 SWEATS and PSPS Activity Guidelines

8.5.1 The SWEATS Policy was developed by CSD to facilitate the delivery of allowable LIHEAP emergency service provisions during an emergency such as a natural disaster or energy supply shortage or disruption. These services include: The CPN-E-20-01 SWEATS Policy includes guidelines, reimbursement provisions, and other

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information to support successful implementation and administration of SWEATS provisions during a qualifying event. Contractor shall ensure SWEATS implementation and administration is in accordance with CPN-E-20-01.

8.5.2 The PSPS Policy was developed to facilitate the delivery of allowable services to low-income households medically vulnerable to the effects of energy related emergencies and residing in designated High Fire Risk Areas. Contractor shall ensure that PSPS implementation and administration is in accordance with CPN-E-20-02 PSPS Emergency Preparedness Pilot Policy and CPN-E-20-02M3.

## 8.6 Quality Assurance

8.6.1 Certification

Contractor, or its designee, shall establish a comprehensive, detailed, and fully documented Quality Control procedure to assess the quality and completeness of Weatherization and ECIP EHCS work performed under this Contract. Such assurance will be documented on the CSD Dwelling Assessment Form (CSD 540) and CSD Post Inspection Form (CSD 611) or approved Contractor's equivalent and shall be signed and dated by a certifying Contractor representative.

8.6.2 Post-Weatherization Inspections

8.6.2.1 Contractor shall perform Post-Weatherization Inspections on 100% of the dwellings weatherized under this Contract. Weatherization jobs where measures installed are limited to lightbulbs, water measures and alarms are exempt from receiving post-inspections.

8.6.2.2 If Contractor is unable to perform a post-inspection, Contractor must demonstrate that a reasonable attempt was made to schedule or perform the post-inspection. Attempts must be fully documented on the CSD Post-Weatherization Inspection (CSD 611) and maintained in the client file. The following shall constitute a reasonable effort:

8.6.2.2.1 One phone call attempt plus one correspondence to client stating an attempt was made to inspect and offering to reschedule; or

8.6.2.2.2 One missed appointment or a client refusal plus one correspondence stating an attempt was made to inspect and offering to reschedule.

8.6.2.3 Post-Weatherization inspections shall be conducted for the purpose of assessing the quality and completeness of performed weatherization services and compliance with CSD TRM. The post-inspection shall:

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



8.6.2.3.1 Verify that all measures were completely installed in accordance with said terms and conditions of this Contract;

8.6.2.3.2 Review of installed measures to determine the absence of any feasible Mandatory Measure not installed and the installation of a measure (non-feasible measure) that may not be in compliance with said standards and the terms and conditions of this Contract;

8.6.2.3.3 Verification that the unit received shell leakage, and duct leakage testing, as applicable;

8.6.2.3.4 Verification that required CAS testing of eligible combustion appliances was performed and inspection of combustion appliances to verify the safe operating condition of combustion appliances within the dwelling residence; and

8.6.2.3.5 Verification that an energy audit was performed when required and in compliance with Energy Audit/Priority List Protocol.

8.6.2.3.6 Confirm ECM's installed as part of an energy audit meet energy audit improvement results including but not limited to: pre and post blower door and duct testing results; insulation R-values, and heating/cooling and water heating appliance efficiency ratings; and that the costs billed do not exceed the improvement costs identified in the Improvement Audit Report.

8.6.2.3.7 Inspection of the unit dwelling to ensure that all identified health and safety hazards, whether pre-existing or resulting from the performance of weatherization services, have been successfully remedied.

8.6.2.4 Contractor shall ensure that Post-Weatherization Inspections are performed by trained staff successfully completing all required training as specified in Article 9.1, Training Requirements.

8.6.2.5 If Contractor subcontracts Post-Weatherization Inspection services, then Contractor must aggregate weatherization jobs to mitigate the cost associated with performing inspections. The maximum allowable cost of each post-inspection by a subcontractor is as follows:

8.6.2.5.1 Subcontractors awarded a contract through a competitive procurement process shall not exceed the measure maximum per

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



inspection. The inspection rate includes all expenses related to the Post-Weatherization Inspection such as the cost of the inspection, administration and travel costs of subcontractor.

8.6.2.5.2 Subcontractors that are part of CSD's network of LIHEAP contractors, and performing inspections under a contract, Memorandum of Understanding or similar contract, and not competitively procured in accordance with the Contractor's procurement process and procedure, shall bill actual costs for the Post-Weatherization Inspection and related expenses such as inspector wages, overhead, administration and travel costs of subcontractor. The total cost of all related expenses shall not exceed the measure maximum per inspection.

8.6.2.6 Contractor shall ensure job separation between staff performing post-weatherization inspection activities and weatherization crew personnel performing the physical installation and performance of weatherization measure services funded under this Contract.

8.6.2.7 If Contractor elects to subcontract with entities outside of CSD's network of Local Service Providers for the full installation of weatherization measures, the subcontractor performing the installation of weatherization measures shall not perform the post-weatherization inspection activities. Contractor shall ensure job separation by using Contractor's staff or another subcontractor to perform the post-weatherization inspection.

8.6.2.8 The Quality Assurance Inspector shall certify the performance of Post-Weatherization Inspections of dwelling units by completing and signing Contractor Post-Weatherization Inspection Report (CSD 611). Contractor shall retain a copy of the completed and signed form in the client file.

8.6.3 Third-Party Inspections

8.6.3.1 CSD may use a third-party inspector to review and verify that the weatherization activities performed under this Contract conform to applicable standards and practices.

8.6.3.2 Contractor or a ride-along (designated representative) shall accompany the inspector on client inspection visits and shall provide transportation and equipment to the inspector. When possible, Contractor shall make corrections during the client inspection visits.

8.6.3.3 Contractor agrees to remedy all Nonhazardous Conditions (nonhazardous work deficiencies) noted by CSD or its designee within 20 business days of written notification.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



8.6.3.4 Contractor must remedy all Hazardous Conditions resulting from weatherization measure installation in accordance with the CSD TRM. Any Hazard Fails that are not remedied within 18 hours will require completion of the Hazardous Correction Work Plan denoting the reason why the hazardous correction is unable to be resolved within 18 hours and the action that will be taken to resolve the hazard.

8.6.3.5 Contractor must remedy all inspection corrections identified on the Comprehensive Inspection Report including confirmation of correction to CSD's third-party inspector within 20 business days.

8.6.4 Noncompliance

8.6.4.1 Contractor shall be subject to the withholding of any or all reimbursements for failure to completely resolve a Hazardous Condition in accordance with the CSD TRM. The reimbursement sanction will apply to the next fiscal reimbursement request associated with the program of the weatherized unit in question. The reimbursement sanction will remain in effect until Contractor successfully resolves the Hazardous Condition and confirms the resolution with CSD and the designated Inspection Contractor. The sanction will apply to all subsequent fiscal reimbursement requests of the primary funding source in question so long as the Hazardous Condition remains unresolved.

8.6.4.2 If it is determined that the Contractor has failed to resolve an identified Hazardous Condition in accordance with the Hazardous Correction Work Plan, CSD may utilize the services of the designated Inspection Contractor to successfully resolve the delinquent Hazardous Condition. Contractor will assume responsibility for costs associated with the use of Inspection Contractor's services. The costs will include labor, materials, and travel equal to the Inspection Contractor's training and technical assistance hourly rate and the total amount will be withheld from the Contractor's next request for fiscal reimbursement.

8.6.4.3 If it is determined that the Contractor has incorrectly billed CSD because a measure was not installed, or the quantity installed is less than the quantity billed, Contractor shall install the billed measure or quantity, if feasible. In cases when a physical remedy is not possible, repayment of the labor and material costs for the non-installed measure or quantity will be withheld from subsequent reimbursements.

8.6.4.4 Contractor will be subject to Special Conditions, in accordance with Section 10.4, if it is determined that one or more of the following conditions exist:

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



8.6.4.4.1 Contractor has a history of unsatisfactory performance;

8.6.4.4.2 Identification of one or more Hazardous Conditions in dwellings weatherized by Contractor;

8.6.4.4.3 Failure to remedy an identified Hazardous Condition in a timely manner; and

8.6.4.4.4 Substantial number of Nonhazardous Conditions and/or identified trends or patterns of nonconformance to installation criteria.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



# SUBVENTION CONTRACT

## ARTICLE 9 - TRAINING, LICENSING AND CERTIFICATIONS

### 9.1 Training Requirements

9.1.1 All training, as indicated by employee classification in the CSD Weatherization Training Program Requirements Matrix, shall be provided through a CSD-approved training mechanism utilizing CSD-approved training curricula. In-house training may be provided for EPA or HUD-approved Lead-Safe Weatherization Training or unless otherwise noted. Training coursework must be successfully completed according to the terms of each course. Certificates of completion shall be issued by the CSD-approved training entity upon successful completion of each course, unless where otherwise noted below.

9.1.2 Training Provisions for Staff of Contractor and Subcontractors:

9.1.2.1 Within 30 calendar days of employment, weatherization employees of Contractor and subcontractors shall receive Health and 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 Health & Safety, Environmental Hazards Awareness and Lead-Safe Weatherization Training has been completed.

9.1.2.2 Within 180 calendar days of employment, all weatherization employees of Contractor shall receive on-the-job Basic Weatherization Training.

9.1.3 Training Provisions Based Upon Job Duties:

9.1.3.1 When job duties include duct leakage and shell leakage diagnostics, weatherization employees of Contractor and subcontractors shall receive Duct Leakage/Shell Leakage Diagnostic Training. No employee of Contractor and subcontractor shall perform diagnostic testing without having completed the required training.

9.1.3.1.1 Subsequent to successful completion of the Duct Leakage/Shell Leakage 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.

9.1.3.1.2 Contractor and subcontract employees failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



skill and knowledge and will be prohibited from performing this activity until the completion of required training.

9.1.3.2 When job duties include Combustion Appliance Safety, weatherization employees of Contractor and subcontractors shall receive Combustion Appliance Safety Training. No employee of Contractor and subcontractors shall perform combustion appliance safety checks without having completed the required CSD-approved training.

9.1.3.2.1 Subsequent to successful completion of Combustion Appliance Safety Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee skill and knowledge in performing Combustion Appliance Testing.

9.1.3.2.2 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.

9.1.3.3 When job duties include performing Assessments and/or Field Supervision, weatherization employees of Contractor and subcontractors who perform Assessments and/or Field Supervision shall receive Field Assessment and Field Supervision Training. No employee of Contractor and subcontractors shall perform Assessments or supervision without having completed on-the-job required training. Certificates of Completion shall be issued following successful completion of the second phase ("field portion") of the training.

9.1.3.3.1 Subsequent to successful completion of Field Assessment and/or Field Supervision Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee skill and knowledge in performing Assessments and/or Field Supervision.

9.1.3.3.2 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.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



9.1.3.4 Weatherization employees of Contractor and subcontractors who perform Quality Assurance Inspections and/or Field Supervision shall receive Quality Assurance/Inspector Training. No employee of Contractor and subcontractor shall perform inspections without having completed the required training.

9.1.3.4.1 Subsequent to successful completion of Quality Assurance/Inspector Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee skill and knowledge in Quality Assurance Inspections and/or Field Supervision.

9.1.3.4.2 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.

9.1.4 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 contract in exchange for the training. The subcontract should stipulate that the subcontractors will work in the program, for a minimum of 12 months.

9.1.5 For weatherization services performed on HUD units, all work crews of Contractor and subcontractors who perform basic weatherization or specialty services are required to be trained in HUD-approved Lead-Safe Weatherization, although certification is not required. No employee of Contractor and subcontractors shall perform work in a pre-1978 HUD dwelling until the required training has been received. Although a crew supervisor can be certified as a HUD Lead Abatement Supervisor or Worker, it is not a substitute for the requirement of trained work crews.

9.1.6 EPA Lead Renovator training is required per the EPA for all Contractors and subcontractors performing work on pre-1978 homes, where the work could potentially disturb lead-based paint.

For weatherization services performed on pre-1978 units, all work crews of Contractor and subcontractors who provide basic weatherization or specialty services are required to be trained in EPA-approved Lead Renovator practices, and firm certification is required. No employee of Contractor and/or subcontractors shall perform such work on a pre-1978 dwelling until the required training has been received.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



9.1.7 Contractor shall maintain and make available for reference to Contractor's employees and subcontractors who perform weatherization and ECIP EHCS services the following:

9.1.7.1 CSD TRM;

9.1.7.2 Other applicable policies and procedures; and

9.1.7.3 Official State and Federal Program Notices.

9.1.8 OSHA-10 is required for all crews, and OSHA-30 is required for all Contractor supervisors who are regularly on-site and monitor for field safety.

## 9.2 Contractor Licensing

Contractors, unless otherwise exempt or their subcontractors performing basic weatherization services under this Contract shall comply with TRM and the following licensing requirements:

9.2.1 Possess and maintain an active Class "B" General Building Contractor license, issued by the Contractors State License Board (CSLB) in the name of the Contractor/qualifying individual;

9.2.2 Contractor is responsible for ensuring that all subcontractors have active licensing and are in good standing for the duration of the subcontract; and

9.2.3 Contractor shall immediately notify CSD when any changes in licensing occur.

## 9.3 Special Licensing - Weatherization

9.3.1 Special licensing may also be required for the installation and/or repair of Evaporative Cooler, Cook Top and Range, Vented Space Heater, Air Conditioning, and Gas and Electric Water Heaters, if two or more weatherization measures are not installed in a single unit. Electrical wiring upgrade/replacement and knob and tube wiring certification will always require a C-10 license.

9.3.2 Specialty subcontractors must possess all applicable licenses as required by the CSLB to carry out installation and/or repairs. Specialty licensing is required for specific measures including: C-10 Electrical Contractor (including electrical wiring upgrade/replacement and knob and tube wiring certification); C-20 Warm-Air Heating, Ventilation and Air-Conditioning Contractor; C-36 Plumbing Contractor; C-46 Solar Contractor; C-47 Mobile Home Contractor; and D-65 Weatherization Energy Conservation.

9.3.3 Contractor is responsible for ensuring that all subcontractors have active licensing

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



and are in good standing with the CSLB for the duration of the subcontract.

## 9.4 Environmental Protection Agency (EPA) Certifications

9.4.1 All contractors providing services utilizing in-house crews shall be certified as an EPA Certified Firm in accordance with EPA's Renovation, Repair and Painting Program requirements (40 CFR Part 745). Contractors who subcontract all of their weatherization and ECIP EHCS services are required to be certified and shall have at least one EPA Certified Renovator on staff for subcontractor oversight purposes.

9.4.2 Contractors shall ensure that all subcontractors whose work potentially disturbs lead paint are EPA Certified Firms and have EPA Certified Renovators on staff.

9.4.3 Any contractor without the required certification will not be allowed to perform weatherization or EHCS services.

## 9.5 Mandatory Training

Contractor must participate in mandatory training such as eligibility start-up training, CSD TRM training, contract review webinars, monitoring trainings and other trainings CSD deems mandatory. CSD will notice Contractor with a minimum of 10 business days prior to training.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



# SUBVENTION CONTRACT

# COMPLIANCE REQUIREMENTS

## ARTICLE 10 - COMPLIANCE POLICIES AND PROCEDURES

### 10.1 Right to Monitor, Audit, and Investigate

10.1.1 Any duly authorized representative of the federal or state government, which includes but is not limited to the federal offices of inspectors general, the State Auditor, CSD staff, and any entity selected by CSD to perform inspections and/or investigations, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Contract through on-site visits, audits, and any other appropriate means CSD deems necessary.

10.1.2 Contractor shall, upon reasonable notice, make available all information and materials reasonably necessary for CSD to substantiate to its satisfaction that expenditures incurred under this Contract are allowable and allocable, including, but not limited to files, books, documents, papers, and records. Contractor agrees to make such information and materials available to the federal government, the State, or any of their duly authorized agents or representatives, for purpose of examination, copying, or mechanical reproduction, on or off the premises of the subject entity.

10.1.3 Any duly authorized agent or representative of the federal or state government shall have the right to undertake investigations in accordance with 42 USC § 8627 and Gov Code § 16366.7, as amended.

10.1.4 All contracts entered into by Contractor with audit firms for purposes of conducting independent audits under this Contract shall contain a clause allowing CSD or any duly authorized agent or representative of the federal or state government timely access to the working papers of the audit firm(s).

### 10.2 Auditing Standards and Reports

10.2.1 Auditing Standards

10.2.1.1 *Applicability.* The standards set forth in 45 CFR Part 75 Subpart F – Audit Requirements are hereby incorporated by reference.

10.2.1.2 *Supplemental Audit Guide.* In addition to the audit requirements specified above, Contractor must follow the most current CSD Supplemental Audit Guide, incorporated into this Contract by reference in Article 14. The Supplemental Audit Guide may be accessed at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

10.2.2 Audit Reports

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



10.2.2.1 Funds provided under this Contract shall be included in an audit conducted in accordance with the provisions of 45 CFR Part 75 Subpart F – Audit Requirements, standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in The U.S. Government Accountability Office's "Government Auditing Standards," December 2011 Revision, as amended.

10.2.2.2 *Organizations below audit threshold.* Contractors falling below the federal funding threshold that mandates a single audit may be subject to an audit and/or other fiscal- or program-specific review conducted by CSD or its agents, upon 30-day written notice.

10.2.2.3 The financial and compliance audit report shall contain the following supplementary financial information: a Schedule of Expenditures of Federal Awards (SEFA) in accordance with 2 CFR § 200.510 (45 CFR § 75.510). All LIHEAP grants shall be reported separately on the SEFA by program component, i.e., Weatherization (Wx) and ECIP/HEAP/Assurance 16 (EHA16). In addition, a separate Supplemental Statement of Revenues and Expenditures (SSRE) for each contract whose term ends during the single-audit fiscal year shall be included in that year's single audit. The SSRE shall report revenue and expenditures for CSD funding by contract line item and fiscal year. The SSRE shall cover the entire contract term as required in CSD's Supplemental Audit Guide.

10.2.3 *Submission of Audit Reports.* Contractor shall submit to CSD one electronic copy of the required audit report(s) and any management letter(s) issued by the accountant, within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the Contractor's fiscal year.

10.2.4 *Failure to File IRS Form 990 for Tax-Exempt Organizations* If Contractor fails to file Form 990 timely, Contractor must provide:

10.2.4.1 Evidence of an extension request with an estimated timeframe for submission; or

10.2.4.2 An explanation of why Contractor does not plan to file Form 990.

10.2.5 The audit report(s) and all supplemental financial information must be submitted to the following addresses:

Electronic copy:
audits@csd.ca.gov.

Printed copy:
Department of Community Services and Development

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



Attention: Audit Services Unit
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

Upon receipt of the audit report, CSD's Audit Services Unit (ASU) will send a confirmation email within 5 to 10 business days. Contractor should verify receipt of ASU's confirmation email to ensure your single audit was received.

In accordance with the guidelines of the Division of Audits of the California State Controller's Office (SCO), if Contractor is a local government agency, additional copies of the audit report must be submitted to the following address:

Mailing Address:

State Controller's Office
Division of Audits
Financial Audits Bureau/Single Audits Unit
P.O. Box 942850
Sacramento, CA 94250-5874

Street Address for Fed Ex:

State Controller's Office
Division of Audits
Financial Audits Bureau/Single Audits Unit
3301 C Street, Suite 700
Sacramento, CA 95816

10.2.6 Failure to Comply with Audit Reporting Requirements

If Contractor fails to comply with Federal statutes, regulations or the terms and conditions of this Contract, CSD may impose additional conditions, as described in 45 CFR § 75.207. If CSD determines that noncompliance cannot be remedied by imposing additional conditions, CSD may take one or more of the following actions, as appropriate in the circumstances, as provided in 45 CFR § 75.371 - § 75.380 *Remedies for Noncompliance*:

10.2.6.1 Temporarily withhold cash payments pending correction of the deficiency by Contractor or more severe enforcement action by the Federal awarding agency;

10.2.6.2 Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;

10.2.6.3 Wholly or partly suspend or terminate the Federal award;

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



10.2.6.4 Recommending that suspension or debarment proceedings (as authorized under 2 CFR Part 180) be initiated by the Federal awarding agency;

10.2.6.5 Withhold further federal awards; or

10.2.6.6 Take other remedies that may be legally available.

10.2.7 Collection of Disallowed Costs

10.2.7.1 If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs, CSD shall, after consideration of Contractor's submission issue a final TR, no later than 30 days after receipt of Contractor's information or documentation. If questioned costs are determined to be owning, CSD's Financial Services Unit (FSU) will send an invoice. Contractor will tender payment to FSU or a repayment plan acceptable to FSU.

10.2.7.2 All statements, notices, responses and demands issued in accordance with this Section 10.2.7 shall be in writing.

10.2.7.3 CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this Section 10.2.7.

## 10.3 Compliance Monitoring

10.3.1 As the recipient of federal LIHEAP block grant funds under this Contract, Contractor must substantiate that all costs claimed pursuant to this Contract are allowable and allocable under all applicable federal and state laws. To be entitled to reimbursement, Contractor must trace all allowable costs to the level of expenditure, to include providing supporting documentation reasonably necessary to substantiate the validity of such claim.

10.3.2 As the administrator of the LIHEAP block grant for the State, CSD is required to ensure the funds allocated to Contractor are expended for the purposes identified in federal law and state LIHEAP law, and for allowable and allocable costs under the applicable rules of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

10.3.3 CSD is required to conduct on-site or in-house and follow-up monitoring of Contractor to ensure that Contractor meets the Production Plan, administrative standards, financial management requirements, and other requirements of LIHEAP.

10.3.4 CSD shall provide Contractor reasonable advance notice in writing of on-site and/or

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



in-house monitoring reviews of Contractor's program or fiscal performance.

10.3.5 Compliance monitoring will consist of a questionnaire that Contractor will be required to complete and return to CSD within 30 calendar days from receiving the questionnaire.

10.3.6 CSD will conduct client file reviews to verify compliance with financial and program requirements. CSD shall notify Contractor of the client files requested, and Contractor shall provide the client files within five business days.

10.3.7 CSD may increase the number of client files reviewed and frequency of client file reviews based on the severity of non-compliance issues identified during the client file review process.

10.3.8 In accordance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75), 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 Contract. To the extent Contractor maintains records and documents in an electronic format, Contractor must make such records and documents readily available to CSD program and audit staff and other representatives: 1) for review on an appropriate electronic device provided by Contractor; and/or 2) for reproduction in electronic and/or hard copy format, as is necessary to effect the purposes of this Section 10.3. In order to realize the objectives of this subsection and to ensure that the integrity of the program, the proper expenditure of grant funds, and to prevent fraud, waste, abuse, and unjust enrichment, whether by design or inadvertence, Contractor shall cooperate with CSD as follows:

10.3.8.1 Upon request, provide a list of clients, jobs or properties to or for which LIHEAP services have been provided by Contractor, and to or for which Contractor has provided related services under other federal, State or non-governmental programs such as, but not limited to, public and private utility company programs, collectively "Associated Programs."

10.3.8.2 With respect to such list of clients, jobs, or properties, provide CSD and/ or the investigative entities or persons referenced in Section 10.1.1, access to client files or similar records and documents of the Associated Programs for the purpose of determining whether related services have been provided that result in duplicate billings or any violation of federal or State law, this Contract, or applicable federal and/or State LIHEAP guidelines.

10.3.8.3 For purposes of this Section 10.3.8:

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10.3.8.3.1 "Duplicate billing" is defined as receiving reimbursement from more than one funding source for the same expenditures or costs, whether in whole or in part, that Contractor incurs in connection with rendering a service to or for a client, job, or property, resulting in a total reimbursement to Contractor, from all sources, in excess of actual expenditures or costs incurred.

10.3.8.3.2 To the extent necessary to realize the objectives of this article, the term "Contractor" includes any subcontractor or agent of Contractor in possession of the files, records, or documents or other information bearing on related services under any relevant Associated Program.

10.3.8.4 It is understood that Contractor has no obligation to provide access to the client files, records, and documents of an Associated Program when no LIHEAP services have been provided and the client, job, or property is not required to be on the list furnished to CSD by Contractor, as provided herein.

10.3.8.5 In the event Contractor is unable to comply with the provisions of subsections 10.3.8.1 or 10.3.8.2 because of restrictions placed on Contractor by law in connection with an Associated Program, or restrictions imposed on Contractor pursuant to a binding written contract between Contractor and the funding source of such Associated Program, then Contractor shall so inform CSD by written declaration and provide supporting documentation for such declaration. Contractor shall, together with any declaration made, certify to CSD in writing that:

10.3.8.5.1 Contractor has not submitted duplicate billings to both LIHEAP and Associated Program; or

10.3.8.5.2 Contractor has not otherwise engaged in similar actions in violation of federal or state law.

10.3.9 CSD will host a File Transfer Protocol (FTP) Server and provide Contractor with specifications, documentation, and sample of FTP file configurations screens, as necessary, to enable Contractor to use the FTP Server to upload client files, records, and documents. Contractor shall submit client files, records, and documents via the FTP to allow CSD to complete an in-house review.

10.3.10 In the event that CSD determines that Contractor is not in compliance with material or other legal requirements of this Contract, CSD shall provide the observations, recommendations, or findings and request for a corrective action plan to Contractor in writing. Contractor shall submit to CSD a specific action plan for correcting the noncompliance.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



10.3.11 Collection of Disallowed Costs

10.3.11.1 In the event questioned costs are identified in a final decision on cost disallowance issued by CSD, Contractor shall comply with any demand for repayment, as specified in such final report.

10.3.11.2 *Time for response.* Contractor shall have no less than 30 calendar days from receipt of the final decision to tender payment to CSD or, alternatively, to provide CSD with complete and accurate information or documentary evidence in support of the allowability of questioned costs.

10.3.11.3 *Notice after review of further supporting evidence.* If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs as provided above in subsection 10.3.11.2, CSD shall, after consideration of Contractor's submission, accordingly, issue a revised Notice of Disallowed Costs, if any, no later than 30 days after receipt of Contractor's information or documentation. Contractor shall have 15 days from receipt of such Notice to tender payment or a repayment plan acceptable to CSD. In the alternative, Contractor may request a hearing in accordance with subsection 10.4.4 of this Contract, for CSD's final determination of disallowed costs.

10.3.11.4 All statements, notices, responses and demands issued in accordance with this Section shall be in writing.

10.3.11.5 CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this Section.

## 10.4 Enforcement Process - Noncompliance with Requirement of this Contract

10.4.1 Tax-Exempt Status Requirement

Nonprofit charitable organizations must maintain their 501(c)(3) tax-exempt status as a requirement for continued LIHEAP grant reimbursements and participation under the current Contract. All 501(c)(3) contractors shall notify CSD within one business day upon revocation of their tax-exempt status and cease all work performed under this Contract. CSD will halt all payments to Contractor while its nonprofit, tax-exempt status is revoked. Work performed prior to the revocation, but billed after such notice is received, shall be timely reimbursed to the Contractor. In addition, CSD may take additional enforcement steps consistent with federal and state law and this Contract.

10.4.2 General

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



The authority for CSD Enforcement Actions, as defined in Section 10.4.3, for cost disallowances/ recovery of misused funds, and for de-designation of eligible entity status (collectively "Enforcement Process") is found in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75), and in state regulations, with particular reference to 22 CCR § 100875. In order to facilitate compliance with the cited authorities, the parties to this Contract agree that: 1) the present article shall guide, inform and clarify the Enforcement Process; 2) shall establish the procedures to be followed; and 3) establish the rights and obligations of the parties with respect to the Enforcement Process, for purposes of implementing the principles set out in the applicable legal authorities.

10.4.3 Enforcement Action, "High Risk" – Determination and Notice

10.4.3.1 If CSD determines that Contractor is not financially stable, and that Contractor's financial condition is so tenuous that its ability to implement this Contract is seriously compromised, or if CSD determines that Contractor has not complied with the requirements of this Contract and that Contractor's noncompliance constitutes a material breach of the Contract, CSD may initiate an Enforcement Action. For purposes of this article, "Enforcement Action" means the imposition of any of the following: a) special conditions and/or sanctions; b) a determination of cost disallowance; c) contract suspension; d) contract termination; or e) termination of Contractor's service provider status.

10.4.3.2 To initiate an Enforcement Action, CSD must provide Contractor with written notice of "high risk" designation, setting forth: 1) the factual and legal basis for the determination of noncompliance, upon which the "high risk" designation is based; 2) the corrective action(s) required; and 3) the date by which the corrective action must be taken and completed.

10.4.3.3 For purposes of this article, "material breach" means any act or omission by Contractor that is in contravention or disregard of Contractor's duties and obligations under the terms of this Contract and under applicable State and federal law, which act or omission:

10.4.3.3.1 Constitutes fraud or gross negligence by Contractor or its agent(s);

10.4.3.3.2 Is likely to result in significant waste and/or abuse of federal funds;

10.4.3.3.3 Has a significant adverse impact on Contractor's ability to meet its administrative, financial, or programmatic duties and obligations over the term of the Contract or a significant

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portion thereof;

10.4.3.3.4 Violates or otherwise disregards significant program guidance and other requirements of the Federal Government, whether issued directly or through CSD;

10.4.3.3.5 May have serious adverse effects and consequences on the Contractor's customers, employees, subcontractors, creditors, suppliers, vendors, or other stakeholders; or

10.4.3.3.6 May otherwise significantly and adversely affect the viability, effectiveness, or integrity of the program.

10.4.4 Special Conditions and Sanctions

10.4.4.1 "High risk" designation may include the imposition of Special Conditions, Sanctions and/or other special requirements with respect to Contractor's performance. CSD may impose Special Conditions and/or Sanctions upon a determination that such steps are reasonably necessary to address acute financial instability or a material breach of contract, as defined in Section 10.4.3, above.

10.4.4.2 Notice of Special Condition(s) and/or Sanction(s) shall be in writing and shall become effective on the date specified in the notice. Notice must contain the following information:

10.4.4.2.1 The nature of the Special Condition(s) and/or Sanction(s) being imposed;

10.4.4.2.2 The reason(s) for imposing Special Condition(s) and/or Sanction(s); and

10.4.4.2.3 The corrective actions that must be taken and the time allowed for completing them before CSD removes the Special Condition(s) and/or Sanction(s).

10.4.4.3 Special Conditions may include, but are not limited to:

10.4.4.3.1 Obtaining training and/or technical assistance;

10.4.4.3.2 The imposition of special or additional reporting requirements;

10.4.4.3.3 Special or conditional cost reimbursement requirements and procedures;

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



10.4.4.3.4 The provision of documentation by Contractor; and/or

10.4.4.3.5 The requirement to amend or modify systems, procedures, and/or policies.

10.4.4.4 Sanctions may include, but are not limited to:

10.4.4.4.1 The suspension of advances and/or reimbursements; and/ or

10.4.4.4.2 The issuance of stop work orders.

10.4.4.5 Sanctions may not be imposed without a hearing being first held in accordance with applicable regulations, unless CSD reasonably determines on the basis of credible information that:

10.4.4.5.1 Substantial sums to be paid to Contractor have been or will be used in violation of law or the provisions of this Contract; or

10.4.4.5.2 The associated costs are otherwise very likely to be disallowed; and

10.4.4.5.3 If Sanctions are not immediately imposed, taxpayer dollars are at significant risk and are unlikely to be recovered.

10.4.4.6 Review of Special Conditions and/or Sanctions.

10.4.4.6.1 If Contractor elects to contest the action to impose Special Conditions and/or Sanctions, Contractor shall have five business days following receipt of Notice of Enforcement Action in which to show cause, in writing, why the Special Conditions or Sanctions should not be enforced.

10.4.4.6.2 CSD shall have five business days following receipt of Contractor's response to accept or reject Contractor's objection and to state in writing the consequences of the decision and Contractor's obligations going forward, if any.

10.4.4.6.3 Contractor may, within five business days of receipt of Notice of Enforcement Action, request an informal meeting for the parties to consider the merit of the Notice and to discuss alternative courses of action, which meeting CSD may agree to if, in its sole judgment, it determines the meeting would be helpful to the process, can be held expeditiously, and will not unduly cause delay or otherwise increase the risk of loss of taxpayer dollars.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



10.4.4.6.4 Contractor may, at any time, request in writing that CSD initiate the contract suspension or contract termination processes, to include the requisite hearings, as set out in 22 CCR § 100875.

10.4.4.6.5 Should Contractor fail to show cause why the Enforcement Action should not go forward, or should Contractor fail to request that CSD initiate either the contract suspension or termination processes, CSD may initiate such action upon its own motion.

10.4.4.6.6 Special conditions and sanctions shall remain in effect until the hearing procedure is completed, provided, with respect to sanctions, CSD reasonably determines that subsection 10.4.4.5 applies.

10.4.5 Cost Disallowance

10.4.5.1 If Contractor's non-compliance with the terms of this Contract results in an enforcement action, and if CSD determines that Contractor's non-compliance has resulted in questioned costs, CSD shall provide Contractor with a Statement of Questioned Costs along with the Notice of Enforcement Action, or at such later time in the Enforcement Process as questioned costs have been identified.

10.4.5.2 The Statement of Questioned Costs shall include:

10.4.5.2.1 A description of the costs questioned and the specified amount by type or category of costs;

10.4.5.2.2 The reason the costs are questioned, and the information and/or documentation required to justify payment of the costs; and

10.4.5.2.3 The timeframe and procedures for Contractor's submission of the required information or documentation to CSD.

10.4.5.3 If CSD determines that more information is required before a Statement of Questioned Costs can be issued or before a final determination of cost disallowance can be made, CSD may conduct an investigative audit of Contractor's records, files and books of account, or retain an audit firm for such purpose. Contractor agrees to cooperate fully in any audit conducted and to ensure that Contractor's agents, accountants and subcontractors cooperate in the performance of such audit. A report of any audit

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



conducted shall be shared with Contractor, who shall be given ample opportunity to respond to findings and to submit information and documentation in support of the response. If Contractor fails to cooperate in the conduct of an audit, initiated pursuant to this subsection, CSD may either impose sanctions, as provided in subsection 10.4.3 or, if feasible, issue a Notice of Disallowed Costs.

10.4.5.4 After CSD has considered any information and/ or documentation submitted by Contractor in response to a statement of questioned costs or in response to an investigative audit report, CSD shall issue a Notice of Disallowed Costs, which notice shall include:

10.4.5.4.1 The amount of disallowed costs to be repaid, if any; and

10.4.5.4.2 The date by which repayment must be made or, in the alternative,

10.4.5.4.3 The date by which Contractor must submit a proposed repayment plan for consideration by CSD.

10.4.5.5 Before the expiry of five business days after receipt of a Notice of Disallowed Costs, Contractor may challenge the Notice of Disallowed Costs by requesting a hearing, conducted in accordance with the procedures set out in 22 CCR § 100875, for the purpose of adjudicating the matter of cost disallowance, provided however that either Contractor or CSD may opt to adjudicate other pending Enforcement Action matters, as provided in subsection 10.4.4.6. of this section, in a combined proceeding.

10.4.5.6 If Contractor fails to request a hearing to adjudicate cost disallowance, as provided in subsection 10.4.5.5, the Notice of Disallowed Costs shall be deemed final and Contractor shall comply with the provisions of the present Section 10.4.5.

10.4.5.7 Contractor will not be deemed to have complied with a Notice of Disallowed Costs until repayment is made or CSD has approved a repayment plan. In determining the acceptability Contractor's repayment plan, CSD shall take into consideration such factors as, but not limited to:

10.4.5.7.1 Federal requirements or conditions applicable to the grant(s) under which the disallowed costs were funded;

10.4.5.7.2 The exigencies of the grant program and CSD's ability to reallocate the funds repaid or otherwise dispose of the funds in accordance with applicable law;

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



10.4.5.7.3 The risk of being unable to recover funding and the options for securing Contractor's repayment obligation; and

10.4.5.7.4 Contractor's financial condition and ability to pay.

10.4.6 Contractor shall remain on "high risk" until CSD reasonably determines that Contractor has complied with the requirements of the Notice of "High Risk" Designation, including verification by CSD that corrective measures have been implemented, that all conditions have been met and that disallowed costs have been repaid or, alternatively, that CSD has deemed Contractor's repayment plan to be acceptable and Contractor has demonstrated it is in compliance with the plan. Upon determination that Contractor has complied with the requirements of the Notice of "High Risk" Designation, CSD shall give Contractor written notice of such determination.

10.4.7 In the event Contractor's non-compliance with the terms and conditions of this Contract are not remedied through imposition of special conditions, and/or sanctions, thereby enabling CSD to remove "high risk" designation, CSD may initiate further Enforcement Actions involving Contract Suspension, Contract Termination and Termination of service provider status, which shall be initiated and conducted in accordance with the applicable provisions found in 22 CCR § 100875 and other applicable State and federal statutes and regulations.

10.4.8 Lien rights

The State retains lien rights on all funds advanced.

## 10.5 Service Delivery and Expenditure Requirements

10.5.1 Service Delivery and Expenditure of Funds

10.5.1.1 Contractor shall, in accordance with Government Code §16367.5, be afforded maximum flexibility and control, within the parameters of federal and state law, in the planning, administration, and delivery of LIHEAP services. Regardless of the modalities and techniques utilized, Contractor is obligated: a) to ensure that the maximum numbers of persons are served, consistent with the effective and efficient service delivery, with program requirements and with applicable law; and b) to fully expend program funds by the date identified in the contract.

10.5.1.2 A substantial failure to expend funds and provide services to readily available qualified applicants, except for compelling reasons beyond Contractor's control, shall be deemed prima facie evidence of breach of contract and may constitute grounds for "high risk" designation and the

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applicable remedies as provided in Section 10.4, "Enforcement Process – Noncompliance with the Requirements of this Contract." Such failure of performance may, in accordance with the provisions of this article, result in a reduction in Contractor's grant allocation and the redistribution of future funding to other performing service providers.

10.5.2 Contractor Expenditure and Reporting Requirements

Contractor shall be at 99% expenditure of the Contract by December 31, 2023.

10.5.2.1 CSD will monitor Contractor's expenditures to evaluate compliance with meeting expenditure requirement by December 31, 2023, for each program category, including capped budget items.

10.5.2.2 Contractor shall submit timely expenditure reports, that allow CSD to evaluate Contractor's ability to meet the December 31, 2023, expenditure date requirement. Based upon these reports, CSD may determine that Contractor has not met the expenditure requirement and is out of compliance with this Contract.

10.5.2.3 Should the Contractor's actual expenditure trend indicate the Contractor is unlikely to expend at least 99% by December 31, 2023, CSD will notify the Contractor no later than December 10, 2023 requesting the Contractor submit a request to expend beyond December 31, 2023.

10.5.3 Contractor's Upcoming Program Year LIHEAP Performance Allocation Methodology

CSD shall determine Contractors upcoming program year LIHEAP Contract Allocation Methodology based on performance expenditure requirements in Section 10.5.2. and distributed according to the following criteria:

10.5.3.1 Category A: If Contractor meets the performance requirements of Section 10.5.2 and reported no later than January 31, 2024, Contractor will receive their full allocation and a percentage of any redistributed funds not allocated to another contractor that fall into Category C, in Section 10.5.3.3.

10.5.3.2 Category B: If Contractor expends 99 percent of their allocation by February 28, 2024 and reported no later than March 31, 2024, Contractor will receive their full allocation but will not be eligible to receive any redistributed funds.

10.5.3.3 Category C: If Contractor does not expend at least 99 percent of their allocation by February 28, 2024 and reported no later than March 31,

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



2024, the 2024 LIHEAP allocation will be offset by the balances remaining recorded as of the December 31, 2023 expenditure period reported no later than January 31, 2024.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



# SUBVENTION CONTRACT

# CERTIFICATIONS AND ASSURANCES

## ARTICLE 11 - FEDERAL AND STATE POLICY PROVISIONS

### 11.1 Certifications

11.1.1 Contractor's signature affixed to this Contract shall constitute a certification that to the best of its ability and knowledge it will, unless exempted, comply with the provisions set forth in the following:

11.1.1.1 Drug-Free Workplace Requirements, Contractor Certification Clauses 04/2017 (CCC-04/2017)

11.1.1.2 National Labor Relations Board Certification (CCC-04/2017)

11.1.1.3 Expatriate Corporations (CCC-04/2017)

11.1.1.4 Domestic Partners (CCC-04/2017)

11.1.1.5 Labor Code/Workers' Compensation (CCC-04/2017)

11.1.1.6 Americans with Disabilities Act (CCC-04/2017)

11.1.1.7 Contractor Name Change (CCC-04/2017)

11.1.1.8 Resolution (CCC-04/2017)

11.1.1.9 Air or Water Pollution Violation (CCC-04/2017)

11.1.1.10 Safeguarding Access to State Data (Department of Finance, Budget Letter 04-35)

11.1.1.11 Safeguarding Against and Responding to a Breach of Security Involving Personal Information (Office of Information Security and Privacy Protection, Management Memo 08-11).

11.1.2 The above documents are hereby incorporated by reference into this Contract. To access these documents, please visit the CSD Local Agencies Portal at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

11.1.3 Executive Order N-6-22 – Russia Sanctions. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

## 11.2 Provisions for Federally Funded Grants

11.2.1 Contractor certifies that it possesses legal authority to apply to the State for LIHEAP funds and assures compliance with the purposes as set forth in 42 USC §§ 8621 et seq., as amended.

11.2.2 Eligibility to Receive Federally Funded Public Benefits

Pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) (Public Law (Pub. L.) 104-193), as amended, and Executive Order W13596, dated August 27, 1996, while in effect, applicants for federally funded public benefits are required to provide proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status. (8 USC §§ 1611, 1612, & 1642.) Contractor shall verify client eligibility in accordance with CSD Applicant Verification of Eligibility Procedures and Regulations, forms, and other written guidance provided by CSD.

11.2.3 Under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA) Section 508, and NO VERIFICATION REQUIREMENT FOR NONPROFIT CHARITABLE ORGANIZATIONS, Section 432 (d) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (8 USC § 1642 et seq.) as amended, Nonprofit Charitable Organizations are exempt from the requirement to determine, verify, or otherwise require proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status of any applicant for such benefits in providing any Federal public benefit (as defined in 8 USC § 1611(c)) or any State or local public benefit (as defined in 8 USC § 1621(c)). (Pub. L. 104-208, Title V, Section 508; and 8 USC § 1642(d)).

11.2.4 Federal Funding Accountability and Transparency Act reporting requirement (FFATA) (Pub. L. 109-282).

Pursuant to the FFATA, CSD is required to report information regarding contractors (sub-awardees) receiving LIHEAP funds. Contractor must complete CSD form 279 and return with the Contract to enable CSD to comply with FFATA reporting requirements.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



CSD may issue guidance and/or Amendment(s) to this Contract, establishing additional reporting requirements as necessary to ensure compliance with the FFATA or other Federal and State regulations, as applicable.

11.2.5 Salary Limitation – Federal Executive Level II. Federal funds for grant programs consistently include a provision as part of the Consolidated Appropriations Act of 2017 (e.g., Pub. L. 115-31, May 5, 2017) from Congress that the amount that "shall be used to pay the salary of an individual, through the grant or other extramural mechanism" including non-federal share, must not exceed the amount of the Federal Executive Level II salary for that calendar year. This amount is published annually by the U.S. Office of Personnel Management and can be found on their website at https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2017/executive-senior-level under the "Rates of Pay for the Executive Schedule" link. This amount reflects an individual's base salary exclusive of fringe benefits and any income that an individual may be permitted to earn outside of the duties of the non-Federal entities organization. This salary limitation also applies to subawards, contracts, and subcontracts under an ACF grant or cooperative agreement.

11.2.5.1 Federal Funds Accountability and Transparency Act (FFATA) Requirements. Awards under these programs are included under the provisions of P.L. 109-282, the "Federal Funds Accountability and Transparency Act of 2006" (FFATA). Under this statute, the grant recipient is required to report information regarding executive compensation and all subawards, contracts, and subcontracts in excess of $25,000 through the Federal Subaward Reporting System (https://www.fsrs.gov/) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A.

11.2.6 Human Trafficking Provisions. Contractor is subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 USC § 7104). The full text of this requirement can be found at https://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons.

11.2.7 Prohibition on Use or Procurement. Pursuant to the "Prohibition on certain telecommunications and video surveillance services or equipment" (2 CFR § 200.216), contractors are prohibited from expending grant funds on "equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)". The full text of this requirement can be found at Electronic Code of Federal Regulations (eCFR).

## 11.3 Federal Certifications Regarding Debarment, Suspension, and Related Matters

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



Contractor hereby certifies to the best of its knowledge that it or any of its officers, or any subcontractors:

11.3.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

11.3.2 Have not within a three year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

11.3.3 Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Section 11.3.2 above of this certification; and

11.3.4 Have not within a three-year period preceding this Contract had one or more public (federal, state, or local) transactions terminated for cause or default.

11.3.5 If any of the above conditions are true for the Contractor or any of its officers, Contractor shall describe such condition and include it as an attachment to the Contract. Based on the description, CSD in its discretion may decline to execute this Contract or set further conditions for this Contract. In the event any of the above conditions are true and not disclosed by Contractor, it shall be deemed a material breach of this Contract, and CSD may terminate this Contract for cause immediately pursuant to the termination provisions of State and federal law governing the Low-Income Home Energy Assistance Program.

11.3.6 As provided in this article, Contractor must certify in writing to the best of its knowledge that any subcontractor(s) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

11.3.7 No entity may participate in LIHEAP in any capacity or be a recipient of LIHEAP funds if the organization has been found ineligible for participation in federal assistance programs or activities. (Executive Orders 12549 and 12689, 2 CFR Parts 180 and 376.) All Contractors must obtain a DUNS number, or a Unique Entity Identifier assigned by the System for Award Management (SAM), if they do not already have one. CSD will check the SAM to verify that the Contractor is not debarred, suspended, or ineligible. See 45 CFR §§ 75.342 and 75.352.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



## 11.4 Affirmative Action Compliance

11.4.1 Each contractor or subcontractor with 50 or more employees and a contract of $50,000 or more shall be required to develop a written Affirmative Action Compliance Program.

11.4.2 The written program shall follow the Equal Employment Opportunity clause obligations set forth in Title 41 of the Code of Federal Regulations, Subtitle B, Section Part 60-1.40, Part Sections 60-2.10 through 60-2.32, and Part Sections 60-741.1 through 60-741.47.

11.4.3 Each contractor or subcontractor with less than 50 employees shall comply with Executive Order 11246, Part II, Section 202, as amended by Executive Order 11375. Contractor shall ensure that subcontractors falling within the scope of this provision shall comply in full with the requirements thereof.

## 11.5 Nondiscrimination Compliance

11.5.1 Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge will, unless exempted, comply with the nondiscrimination program requirements set forth in this section.

11.5.2 Contractor hereby certifies compliance with the following:

11.5.2.1 Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity;

11.5.2.2 Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC §§ 2000d et seq. and 2000e et seq.);

11.5.2.3 The Rehabilitation Act of 1973, as amended (29 USC §§ 701 et seq.);

11.5.2.4 Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 USC § 4211 et seq.; 41 CFR Subtitle B, Part 60-300);

11.5.2.5 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (41 CFR Subtitle B, Chapter 60, as amended); and

11.5.2.6 Americans with Disabilities Act of 1990 (Pub. L. 101-336; 42 USC § 12101 et seq.).

## 11.6 Contractor Fair Hearing - Civil Rights Act Violation

11.6.1 In the event of any violation or alleged violation of Title VI of the Civil Rights Act of

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1964, as amended, (42 USC § 2000d et seq.) Contractor has the right to request a fair hearing in response to such violation or alleged violation within 30 calendar days from the date of such action.

11.6.2 The State shall conduct such fair hearing in accordance with Title 45, Code of Federal Regulations, Part 81.

## 11.7 Specific Assurances

11.7.1 Pro-Children Act of 1994

11.7.1.1 In accordance with Title XII of Public Law 103-227, the "PRO-KIDS Act of 1994," smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State, Territories, local and Tribal governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, subawards, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used for inpatient drug and alcohol treatment.

11.7.1.2 The above language must be included in any subawards that contain provisions for children's services and that all subawards shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to $1,000 per day.

11.7.2 American-Made Equipment/Products

Contractor shall assure, pursuant to the Buy American Act of 1933 (41 USC § 8301 et seq.), to the extent practicable, that all equipment and products purchased with funds made available under this Contract shall be American made.

11.7.3 Federal and State Occupational Safety and Health Statutes

Contractor assures that it shall be in compliance with the provisions as set forth in Federal and State Occupational Safety and Health Statutes: the California Safe Drinking Water and Toxic Enforcement Act of 1986 (Health & Safety Code §§ 25249.5 et seq.); Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program) (63 FR 71225, codified at 40 CFR Parts 266 & 273); and California Workers' Compensation laws (Labor Code §§ 3200 et seq.).

11.7.4 Political Activities

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



11.7.4.1 Contractor shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Contract.

11.7.4.2 Contractor is prohibited from any activity that is designed to provide voters or prospective voters with transportation to the polls or to provide similar assistance in connection with an election if such activities involve the use of any funds that are subject to this Contract.

11.7.5 Lobbying Activities

11.7.5.1 Contractor shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Contract or any other fund, programs, projects, or activities that flow from this Contract.

11.7.5.2 If Contractor engages in lobbying activities, Contractor shall complete, sign and date the CERTIFICATION REGARDING LOBBYING/DISCLOSURE OF LOBBYING ACTIVITIES, as required by the HHS (45 CFR Part 93, Appendix A).

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



# SUBVENTION CONTRACT

## ARTICLE 12 - GENERAL TERMS AND CONDITIONS GTC 04/2017

Contractor may find the required California General Terms and Conditions (GTC 04/2017) at the following web address:

https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language

Click the "GTC 04/2017" link to download the current requirements.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



# SUBVENTION CONTRACT

## ARTICLE 13 - DEFINITIONS

All terms used in this Contract shall be those as defined in applicable federal and state law (see 42 USC §§ 8621 et seq. and Government Code § 16367.5) and regulation (see 45 CFR Part 96 and 22 CCR § 100800), or as more specifically defined as:

Administrative Costs: Actual costs for auxiliary functions such as salaries, wages, workers compensation, and fringe benefits for administrative staff, facilities, utilities, office and computer equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, and like services necessary to sustain the direct effort involved in administering a grant program or an activity providing services to the grant program. Includes incurred costs associated with participation and attendance to policy advisory committee meetings and workgroups.

Contract: The complete contents of this contract entered into by and between CSD and Contractor, including all rights, duties, and obligations, whether expressed or implied, required toward the legal performance of the terms hereof.

Amendment: A formal change to the Contract of a material nature including but not limited to the term, scope of work, or name change of one of the Parties, or a change of the maximum amount of this Contract.

Authorized Agent: The duly authorized representative of the Board of Directors of Contractor and duly elected or appointed, qualified, and acting officer of CSD. In the case of Contractor, CSD shall be in receipt of board resolution affirming an agent's representative capacity to bind Contractor to the terms of this Contract.

CSD Program Advisory (CPA): The purpose of the CPA is to provide information, correct problems, contradictions and uncertainty. A CPA serves as short-term guidance to inform or direct immediate action to correct a problem or provide relief from an obligation.

CSD Program Notice (CPN): The purpose of the CPN is to supplement contractual requirements and facilitate program implementation. A CPN serves as long term guidance to summarize or interpret regulations or contract requirements.

Call-Back: A call-back is a visit from Contractor that occurs when a measure fails (either during inspection, or later within the warranty period) and must be corrected by the Contractor. The required warranty periods are defined in CSD's TRM. Warranty corrections and apply to both the LIHEAP and DOE weatherization programs.

California Certified Inspector/Risk Assessor Contractor: An individual who is certified by the State of California, Department of Health Services, as a lead-related construction Inspector/Risk Assessor.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



California Energy Commission (CEC) Climate Zone: The CEC established 16 climate zones that represent a geographic area and that have a particular weather pattern. These climate zones are based on energy use, temperature, weather, and other factors that determine the types of building standards that are subject to the Title 24 Energy Efficiency Standards and that dictate the energy conservation measures that must be installed in a weatherized dwelling, as required by law.

Certification Date: The date the applicant is deemed eligible and the Contractor commits to provide services. The certification date should not be before the intake date.

Certified Lead-Free: Residential property that has been determined by a California Certified Inspector/Risk Assessor Contractor to be absent from the presence of lead-based paint.

Certified Lead-Safe: Residential property in which lead-painted surfaces are intact and/or have been treated with measures to stabilize and eliminate lead-paint hazards and that, as such, poses no immediate threat to the occupants as determined by a California Certified Inspector/Risk Assessor Contractor.

Certified Translator: A translator that has been certified to translate a specific language and are often members of a professional translation association such as American Translators Association and American Literary Translators Association, etc.

Children: Members of a household who have not attained their 19th birthday.

Client Education/Counseling: Includes, but is not limited to, providing client with written information describing energy-saving behavioral adjustments that will decrease the energy consumption of the household; providing client with resource information, referral, and budget counseling in order to assist clients in achieving self-sufficiency; providing client with mold and lead-safe education and advising client of the benefits of weatherization in their homes.

Client Intake: Includes, but is not limited to, the process of completing an intake form and reviewing applicant documentation in order to verify eligibility.

Client Needs Assessment: The act of acquiring additional and appropriate information from an eligible client to determine the needs that can be served by Contractor and other available programs after eligibility has been established.

Contractor: The entity (partnership, corporation, agency, or association) designated on the face sheet (STD 213) of this Contract.

CORE: Combined Output Reporting Engine (CORE) System: Software used by CSD's Local Service Providers to submit Utility Assistance, Wood, Propane, and Oil transaction records for validation and further processing.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



Crisis: Weather-related and/or supply-shortage emergencies and other household energy-related emergencies that negatively impact the energy-related economic conditions of low-income households. A crisis can be caused by:

a. Cold or hot weather-related events, such as flood, earthquake, tornado, hurricane, ice storm/freeze; or events meeting such other criteria as the Governor, and/or the President of the United States, at their discretion, and/or their designee, including CSD, may determine to be appropriate; or

b. Geopolitical events, such as wars, terrorism, civil disturbances, and embargoes, including geopolitical events that negatively impact the energy-related economic conditions of low-income households.

CSD: The State of California Department of Community Services and Development.

Database Transfer: A method wherein contractors utilize a local database platform to provide CSD with downloaded client and other program data.

Di Minimis Levels: The amount of lead paint disturbed in a dwelling is comprised of 2 square feet per room of interior surfaces, or 20 square feet of exterior surface, or 10% of a small component, e.g., windowsill, baseboards, and trim. When calculating the di minimis level, the entire surface of the component must be included in the computation. For example, when replacing a 2 x 3 foot window, the de minimis level would be 6 square feet and would exceed the maximum allowance for interior surfaces and the unit would be subject to HUD Regulation.

Diagnostic Testing: Series of testing protocols performed under the weatherization program involving the use of specialized tools to assess: the operating condition of combustion appliances for general safety and carbon monoxide emission levels, and pressurized diagnostic testing procedures to assess the integrity of building envelopes and duct systems for leakage and outside air infiltration. Diagnostic tests shall only be performed by qualified individuals possessing the required skill and training needed to perform diagnostic testing activities.

Direct Services: The portion of the LIHEAP funding to carry out the provisions of LIHEAP services and activities of this Contract, to include: Weatherization, Energy Crisis Intervention Program (ECIP) Services (excluding Utility Assistance), and Wood Propane and Oil (WPO).

DOE:The United States (U.S.) Department of Energy that provides funds for the Weatherization Assistance Program for Low-Income Persons. This program is authorized by Title IV of the Energy Conservation and Production Act (Pub. L. 94-385; 42 USC § 6801). The federal regulations for this program are in 10 CFR Part 440.

Dwelling Assessment: The process used to evaluate the service needs of an eligible dwelling for weatherization services offered under the DOE and LIHEAP weatherization programs. An

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



assessment shall be performed by qualified individuals possessing the required skill and training needed to perform assessment activities.

Dwelling Unit: A house, including a stationary mobile or manufactured home, an apartment, a group of rooms, or a single room occupied as separate living quarters.

EHA-16:A term used to reference Emergency Crisis Intervention Program, Home Energy Assistance Program and Assurance-16 service components.

Elderly:An individual 60 years of age or older.

Electric Base Load Measure: A subcategory of weatherization measures designed specifically to reduce energy consumption in the areas of lighting and electrical appliances. Allowable electric base load measures include compact and torchiere fluorescent lamps, microwave ovens, refrigerator replacements, and electric water heater timers.

Electronic File:A contract or other record created, generated, sent, communicated, received, or stored by electronic means.

Emergency:Meets the federal definition at 42 USC § 8622(1) and shall be defined as being any one or more of the following conditions:

a. A natural disaster (whether or not officially declared);

b. A significant home energy supply shortage or disruption;

c. An official declaration of a significant increase in:

   i. Home energy costs;

   ii. Home energy disconnection;

   iii. Enrollment in public benefit programs; or

   iv. Unemployment and layoffs;

d. An official emergency declaration by the Secretary of Health and Human Services.

   In those situations where there is not an official federal, state, or local declaration of emergency, e.g., an undeclared natural disaster or a significant home energy supply shortage or disruption that affects a low-income individual, an emergency will be deemed to exist by CSD where there is imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



Energy Burden: The expenditures of the household for home energy divided by the income of the household.

Energy Conservation Measures (also known as Weatherization Measures): A wide variety of measures installed in or applied to the dwelling to increase the energy efficiency or to reduce the total energy expenditures of the dwelling.

Environmental Inspection: A visual assessment and sampling which includes asbestos, lead and radon when allowable per the contract. Environmental inspections shall be in accordance with all CSD policies and procedures and in compliance with all Federal and State regulations. Allowable costs include actual labor costs while on the jobsite and testing fees associated with the inspection.

Evaporative Cooler Repairs: Repair or replacement of filter pads, water pumps, belts, motors, or other components that promote efficient operation of the unit.

Final Allocation: The actual amount of funds available to Contractor under this Contract, as calculated pursuant to Title 22, California Code of Regulations, Section 100830 after CSD receives the notice of grant award for the full annual allocation based on the appropriation by Congress for the Federal Fiscal Year, and as publicly announced by CSD's Director or designee, subsequent to the execution of this Contract.

General Heat Waste Measures: A subcategory of weatherization measures designed specifically to improve energy efficiency by reducing general heat and cooling waste within the dwelling. Measures are intended to be relatively low-cost items that are quickly and easily installed with a total measure costs, including labor.

General Operating Costs: Costs that are directly allocable to those costs defined as related facilities, office and computer equipment, office supplies, telephone and travel as allowable program costs.

Hazardous Condition: Any condition posing an immediate health and safety threat to the client and/or persons working in the dwelling unit. Hazardous conditions include but are not limited to: Combustion Appliance Safety (CAS) hazards, appliance-related hazards, and electrical hazards as defined in the CSD TRM.

Heating/Air Conditioning Appliance Repairs/Replacements: The complete unit replacement, adjustments of gas pressure and/or air/fuel mixture, replacement of thermocouples, adjustment of refrigerant charge, filter replacements, or other component repairs or replacements necessary for safe and efficient operation.

Health and Safety Measures: A subcategory of weatherization measures installed to mitigate health and safety hazards generated by combustion appliances and to preserve or improve indoor

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



air quality. These measures include CO alarms, smoke alarms, heating/cooling and water heater repairs and replacements, Environmental Hazard Work weatherization and kitchen cooking appliance repair and replacements.

Highest Home Energy Needs: The home energy requirements of a household determined by taking into account both the energy burden of such household and the unique situation of such household that results from having members of vulnerable populations, including very young children (0-5), individuals with disabilities, and frail, older individuals (60+).

Home Energy Rating System (HERS) Provider, also referred to as HERS Rater: An entity or individual recognized by the California Energy Commission as a HERS Provider and certified in performing the necessary field and diagnostic testing verifications for demonstrating compliance with the 2016 Building Energy Efficiency Standards.

HUD Unit:A housing unit participating in a U.S. Department of Housing and Urban Development (HUD) Assisted Housing Program.

Infiltration Reduction Measures: A subcategory of weatherization measures installed in or applied to dwellings to reduce or stop the uncontrolled flow of conditioned air out of the dwelling or the uncontrolled flow of outside air into conditioned areas in the dwelling. Infiltration reduction is best accomplished with shell leakage technology

Intake Date:The date the Contractor receives or accepts the application.

Interim Allocations: Incremental releases of Continuing Resolution appropriations by CSD to fund LIHEAP Direct Services and Utility Assistance program activity under this Contract.

Interest Income: The interest earned by a Contractor directly generated or earned as a result of unexpended LIHEAP grant funds at the end of a contract term period. The interest earned by a Contractor is income generated as a result of depositing federal funds in an interest-bearing account.

Labor and Material Measures: Those measures where the measure reimbursement is based on the combined total of labor and material and the quantity of the measure itself is not limited to a specific amount per weatherized dwelling.

Labor and Material Single-Quantity Measures: Those weatherization measures where the reimbursement is based on the combined total of labor and material cost and the maximum quantity of the measure is limited to a single item per weatherized dwelling.

Liability Insurance: Insurance coverage to protect against claims alleging one’s negligence or inappropriate action resulting in bodily injury or property damage. Related costs shall mean those actual costs allocated for insurance bonds, general liability insurance, and pollution occurrence insurance. Pollution occurrence insurance is optional.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



Major Vehicle and Field Equipment Costs: Actual costs associated with the purchases of vehicles, office equipment and field equipment $10,000 or greater per unit used for the purpose of delivery of direct services. Pre-approval from CSD is required. Field equipment means diagnostic equipment and related equipment. Purchases must follow all federal and state rules and regulations governing LIHEAP pertaining to procurement standards.

Materials:Materials are those allowable items that are installed in or on the dwelling. All materials shall be in conformance with the CSD TRM and 10 CFR Part 440 Appendix A – Standards for Weatherization Materials.

Maximum Amount: The dollar amount reflected on line 3 of the face sheet (STD 213) of this Contract, as amended to reflect the Final Allocation for the term of this Contract.

Migrant Farm Worker: A seasonal farm worker who performs or has performed farm work during the eligibility determination period (any consecutive 12 month period within the 24 month period preceding application for program benefits and/or services) that requires travel such that the worker is unable to return to his/her domicile (permanent place of residence) within the same day. Migrant farm worker is not a term used in the contract but is captured for reporting purposes in CSD's Weatherization Database, EARS and Intake Form (CSD 43).

Minor Vehicle and Field Equipment Costs: Actual costs associated with the purchase of vehicle, office equipment and field equipment under $10,000 per unit used for the purpose of delivery of program services. Purchases must follow all federal and state rules and regulations governing LIHEAP pertaining to procurement standards.

Mobile or Manufactured Home: A manufactured home regulated by the California Department of Housing and Community Development (HCD) that is built on a trailer chassis and designed for highway delivery to a permanent location, and it can be a single-, double-, or triple-wide home. To receive weatherization services under a CSD program, a mobile home must be a permanent, full-time residential dwelling, with a floor area of at least 330 square feet.

Modified Dwelling Assessment: The process used to evaluate the limited service needs of an eligible dwelling that has been previously weatherized under the DOE or LIHEAP weatherization programs. The assessment is limited in scope and does not encompass a re-assessment of the entire dwelling unless measures have exceeded their useful life under LIHEAP. Assessments limited to ECIP EHCS work on dwellings not receiving weatherization services are to be included in the cost of the ECIP measure. An assessment shall be performed by qualified individuals possessing the required skill and training needed to perform assessment activities.

Modification: An immaterial change to this Contract that does not require an Amendment.

Definitions

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



Multi-Unit Dwellings (MUD) also known as Multi-Family Buildings (MFB): Defined as residential dwelling structures containing more than one residential unit within a single building, including: duplexes, triplexes, fourplexes, and multi-unit apartments. For purposes of travel reimbursement to Contractors and shell leakage testing, Multi-Unit Dwellings are defined as multi-unit dwellings, e.g., apartments, with five or more attached residential units.

Natural Disaster: A weather event (relating to cold or hot weather), flood, earthquake, tornado, hurricane, or ice storm, or an event meeting such other criteria as the Secretary of Federal Department of Health and Human Service, in the discretion of the Secretary, may determine to be appropriate. For the purpose of the CSD Disaster Relief Plan, emergency services may be provided to low-income individuals and families affected by a natural disaster when the event is declared by a Presidential or Gubernatorial Order as a Federal or State Emergency.

Nonprofit charitable organization: Is defined by the Internal Revenue Code, Section 501(c) (3) (26 USC § 501(c)(3)). Section 501(c) (3) is a tax law provision granting exemption from the federal income tax to nonprofit organizations. 501(c)(3) exemptions may apply to corporations, and any community chest, fund, or foundation, organized and operated exclusively for religious, charitable, scientific, testing for public safety, literary, or educational purposes, or to foster national or international amateur sports competition, or for the prevention of cruelty to children or animals.

Outreach and Its Related Costs: Outreach activities are designed to ensure that eligible households, especially households with elderly and/or disabled individuals with high home energy burdens, are made aware of the assistance available. Costs relating to these activities may include: developing outreach materials (flyer/brochure information packets), advertising costs, printing costs, outreach mailers to targeted households, travel to outreach sites and related facilities, site costs, and the referral of eligible households to assistance providers in the community. Intake and assisting with the completion of an intake form are not considered outreach or a related cost.

Parties: CSD on behalf of the State of California, and the Contractor.

Pledge: A guarantee of payment or promise to pay made by the Contractor to the Utility Company via phone, fax, e-mail or webservice and guaranteed by CSD.

Pledge Date: The date in which the Contractor contacts the Utility Company via phone, fax, e-mail or webservice to pledge a payment on behalf of the applicant.

Pledge Timeframe: A set length of time, beginning on the date the Contractor makes the pledge and ends after a fixed number of days.

Program: Weatherization, HEAP, ECIP, and Assurance 16 services provided under 42 USC §§ 8621 et seq., as amended.

Definitions

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



Program Income: Program income means gross income earned by Contractor that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance except as provided in 45 CFR § 75.307(f). "During the period of performance" is the time between the time in which the CSD may incur new obligation to carry out the work authorized under the award.

Reweatherization: Once a dwelling has been submitted to CSD for reimbursement as a completed unit, any subsequent weatherization services provided to the dwelling shall be considered reweatherization.

Ride-along: A representative of the Contractor who accompanies a designated third-party inspector while performing on-site inspections. CSD requires that, when possible, a ride-along be sufficiently trained to make necessary corrections during inspections, thereby minimizing or eliminating the need for return trips that may inconvenience the client and/or require re-inspection in accordance with the CSD TRM.

Seasonal Farm Worker: A person who during the eligibility determination period (any 12 month period within the 24 month period preceding application for program benefits and/or services) was employed at least 25 days in farm work or earned at least $400 in farm work and who has been primarily employed in farm work on a seasonal basis, without a constant year-round salary. Seasonal farm worker is not a term used in the Contract but is captured for reporting purposes in CSD's Weatherization Database, EARS and Intake Form (CSD 43).

Separate Living Quarters: Living quarters in which the occupant(s) do not live and eat with any other person(s) in the structure and which have either: (1) direct access from the outside of the building or through a common hall; or (2) complete kitchen facilities for the exclusive use of the occupant(s). The occupant(s) may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements.

Single-Family Dwelling: A dwelling structure containing no more than one dwelling unit. For the purposes of travel reimbursement and shell leakage testing, a single-family dwelling is defined as a one-unit, single-family dwelling or a one-unit, single-residential housing dwelling with one to four attached units.

Single Quantity Fixed-Fee Measures: Those weatherization measures with an assigned fixed-fee reimbursement and which limit the maximum quantity of the measure/service to a single item per weatherized dwelling.

State: The State of California Department of Community Services and Development.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



Subcontractor: An entity (partnership, corporation, association, agency, or individual) that enters into a separate contract or agreement with Contractor to fulfill direct program or administrative tasks in support of this Contract.

Subcontract: A separate contract or agreement entered into by and between Contractor and Subcontractor to fulfill direct program or administrative tasks in support of this Contract.

Useful Life: Useful life means the length of time a Weatherization or ECIP HCS measure is expected to be useable.

Utility Assistance Funding: The portion of LIHEAP funding used to provide utility assistance services under ECIP Fast Track and HEAP Electric and Gas. These funds are administered by Contractor but paid to eligible clients – or to utility companies on the client's behalf – by CSD from Contractor's allocated amount of funding.

Vendor: An individual, sole proprietorship, firm, partnership, corporation, or any other business venture from which materials and goods are supplied and purchased.

Vulnerable Populations: Young children (ages 5 years or under), disabled, and elderly persons (ages 60 or older).

Weatherization Training and Its Related Costs: Costs associated with the training of personnel or subcontractors as specified in Article 9.1 of this Contract. Training may also include internal Contractor training, and attendance at weatherization-related training to include system training or other forms of weatherization training sponsored by DOE, CSD, and/or other organizations. Related costs may include salary/wages, materials, fees and travel. Excludes incurred costs associated with participation and attendance at policy advisory committee meetings and workgroups.

Workers' Compensation: Insurance that covers medical and rehabilitation costs and lost wages for employees injured at work. Workers' compensation shall mean those actual costs associated with workers' compensation coverage for program staff whose salaries and wages are chargeable under program costs.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



# SUBVENTION CONTRACT

## ARTICLE 14 - TABLE OF FORMS AND DOCUMENTS INCORPORATED BY REFERENCE

The following forms and documents are available on the CSD Local Agencies Portal at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx.

14.1 Forms to be returned with signed contract:

14.1.1 Certification Regarding Lobbying/Disclosure of Lobbying Activities;

14.1.2 Agency Staff and Board Roster (CSD 188);

14.1.3 Federal Funding Accountability and Transparency Act Report (CSD 279);

14.1.4 2023 LIHEAP Production Plan (CSD 622);

14.1.5 Agency Local Plan; and

14.1.6 Public Website Update Form (CSD Form 251).

14.2 The following documents are hereby incorporated by this reference:

14.2.1 2023 LIHEAP Numbers, Contractors, and Service Territories;

14.2.2 Agency Local Plan;

14.2.3 State Administrative Manual Section 5300 at http://sam.dgs.ca.gov/TOC/5300.aspx;

14.2.4 Reimbursement Rates for Weatherization and EHCS Activities;

14.2.5 Statewide Information Management Manual at https://cdt.ca.gov/policy/simm/;

14.2.6 Supplemental Audit Guide;

14.2.7 CSD Weatherization Training Program Requirements Matrix; and

14.2.8 Direct Pay Utility Pledge Timeframe.

14.3 The following CPA's and CPN's are hereby incorporated by reference:

14.3.1 CPA-A-12-01 Program Procedure Guidance with NCB Procurement Worksheet;

14.3.2 CPA-E-18-005 Expenditure Reconciliation Policy and Procedure;

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



14.3.3 CPN-A-17-01 Equipment Use and Disposition Requirements;

14.3.4 CPN-A-18-01 Program Income;

14.3.5 CPN-E-19-001 Working Capital Advance;

14.3.6 CPN-E-19-002 Energy Reimbursement Policies and Procedures;

14.3.7 CPN-E-20-01 SWEATS Policy;

14.3.8 CPA-E-20-01 COVID-19 Guidance and Program Relief

14.3.8.1 CPA-E-20-01E Guidance and Program Relief for LSPs Impacted by COVID-19

14.3.9 CPA-A-20-02 Administrative Relief from Loss of Operations Due to COVID-19 Crisis

14.3.10 CPN-E-20-02 PSPS Emergency Preparedness Pilot Policy;

14.3.10.1 CPN-E-20-02E PSPS Emergency Preparedness Pilot Policy Errata

14.3.10.2 CPN-E-20-02M PSPS Emergency Preparedness Pilot Policy

14.3.10.3 CPN-E-20-02M2 PSPS Emergency Preparedness Pilot Policy Modification

14.3.10.4 CPN-E-20-02M3 PSPS Emergency Preparedness Pilot Policy

14.3.11. CPN-E-20-03E7 Payment of Wages and Benefits COVID-19 Errata 7

14.3.12 CPN-E-20-05 Transferring Funds

14.3.13 CPA-E-20-09 Raising Procurement Levels

14.3.14 CPA-E-21-01 Technical Reference Manual Transition

14.3.15 CPA-E-21-02 Revised Weatherization Forms Implementation

14.3.15.1 CPA-E-21-02E Revised Weatherization Form Implementation

14.3.16 CPA-E-21-04 WPO Benefit Formula Policy
14.3.16.1 CPA-E-21-04M WPO Benefit Formula Policy Modification

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

Department of Community Services and Development
CSD 279 (Rev. 4/2022)

**Community Services and Development**
**Federal Funding Accountability and Transparency Act Report Form**

# Return with the Contract

As of October 1, 2010, CSD is required to comply with sub-award reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA). CSD must file the FFATA sub- award report by the end of the month following the month in which CSD awards funds greater than or equal to $25,000 to any agency/service provider. In accordance with terms of the CSD agreement, agencies are required to provide the information requested in this form on or beforethe above due date. Failure to timely submit the completed form may result in "high-risk" designation and/or imposition of additional special terms and conditions on the agency's eligibility for CSD funds.

Please e-mail completed report form to the program e-mail address listed below:

**Department of Energy Weatherization Assistance Program**: Wx@csd.ca.gov

**Community Services Block Grant**: csbg.div@csd.ca.gov

**Low Income Home Energy Assistance Program:** Wx@csd.ca.gov

**AGENCY/SUB-AWARDEE INFORMATION**

| | | |
|---|---|---|
| Agency Name | County of Mariposa | |
| Program Type **(Check One)** | ☐**CSBG** ☐**LIHEAP** ☐**DOE WAP** ☐**OTHER** LIHEAP | |
| Contract Number | 23B-5021 | |
| Performance Period(s) (mm/dd/yy - mm/dd/yy) | 11/01/22 - 6/30/24 | |
| Agency Unique Entity ID (SAM.gov) **NEW** | 71859607 | |
| Agency Primary Contact Information *(person responsible for completing thisform)* | Name: | Lori Norman |
| | Title: | Senior Administrative Analyst |
| | E-Mail: | lnorman@mariposacounty.org |
| | Phone: | 209-742-0851 |
| Location of Agency | Mailing Address: | P.O. Box 99, Mariposa |
| | State: | California |
| | Zip + 4 Digits (+4 digit is required) | 95338-0099 |
| | U.S. Congressional District: | 4th District |
| | State Assembly District: | District 5 |
| | State Senate District: | District 8 |

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Department of Community Services and Development
CSD 279 (Rev. 4/2022)

| | | |
|---|---|---|
| Place of Performance *(where program funds are primarily spent, if different from agency location above)* | Mailing Address: | 5362 Lemee Lane, Mariposa |
| | State: | California |
| | Zip + 4 Digits (+4 digit is required) | 95338 |
| | U.S. Congressional District: | 4th District |
| | State Assembly District: | District 5 |
| | State Senate District: | District 8 |

| | | | |
|---|---|---|---|
| Agency (Sub-Awardee) Executive Compensation Reporting | Is more than 80% of your agency's annual gross revenue from the Federal government?<br><br>(If YES, continue to the next question. **If NO, you are now finished completing this form.)** | ☐ Yes | ☒ No |
| | Does your agency's total annual federal funding exceed $25 million?<br><br>(If YES, continue to the next question. **If NO, you are now finished completing this form.)** | ☐ Yes | ☐ No |
| | Is your agency one of the entities described below?<br><br>▪ A tax-exempt nonprofit entity required to file an annual Form 990 return with the Internal Revenue Service (IRS).<br><br>▪ A publicly owned corporation required to file annual reports with the Securities and Exchange Commission (SEC). | ☐ Yes | ☐ No |
| | (If NO, please list the names and compensation of your agency's top five highest compensated employees in the spaces below. If YES, you are now finished completing this form.) | | |

| | | |
|---|---|---|
| Five Highest Compensated Executives/Employees | Name | |
| | Compensation | |
| | Name | |
| | Compensation | |
| | Name | |
| | Compensation | |
| | Name | |
| | Compensation | |
| | Name | |
| | Compensation | |

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## Description of Information Requested

Place of Performance

Address represents where the prime recipient is performing the majority of work funded. If the award fundsmultiple projects in different locations, then an address such as a city hall or county seat may be the most appropriate if it represent where the majority of funds are being used.

Agency/Sub-Awardee Executive Compensation Reporting

Sub-awardees must report the total compensation and names of the top five executives in the organization if:

a) More than 80% of the annual gross revenues are from the Federal government, and those revenues aregreater than $25 million annually; and

b) Compensation information is not readily available through reporting to the to the IRS on a Form 990 (section6104 of the Internal Revenue Code of 1986), or through reporting to Securities and Exchange Commission (SEC).SEC reporting is required for publicly owned/traded corporations.

Exemptions: Refer to 2 CFR
Part 170 for exemption criteria. http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-part170.pdf

## Additional Resources

| | |
|---|---|
| **Unique Entity ID (UEI Number)** | |
| On April 4, 2022, the D-U-N-S® Number will be removed and the Unique Entity ID (SAM) will be the authoritative identifier. This ID is used within SAM.gov and other government award and financial systems to identify a unique entity. The transition to the Unique Entity ID (SAM) is a federal governmentwide initiative. | https://sam.gov/content/home<br>https://gsa.gov/entityid |
| **Zip Code + 4 Digit Zip** | |
| Use the United States Postal Service website to identify your +4 digit zip | https://tools.usps.com/go/ZipLookupAction!input.action |
| **Congressional District** | |
| Use the following sites to identify your congressional district | |
| U.S. Congressional District | http://www.house.gov/representatives/find/ |
| State Assembly and Senate District | http://findyourrep.legislature.ca.gov/ |
| **Reporting Requirement Regulations** | |
| The Federal Funding Accountability and Transparency Act of 2006 | http://www.gpo.gov/fdsys/pkg/PLAW-109publ282/html/PLAW-109publ282.htm |
| FFATA Subaward Reporting System (FSRS) website | https://www.fsrs.gov/ |

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State of California-Health and Human Services Agency
**DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT**
**2389 Gateway Oaks Drive, Suite 100, Sacramento, CA 95833**
**Telephone: (916) 576-7109 | Fax: (916) 263-1406**
**www.csd.ca.gov**

DAVID SCRIBNER
DIRECTOR

GAVIN NEWSOM
GOVERNOR

Dear Executive Director:

The purpose of this letter is to provide funding information for the 2023 Low Income Home Energy Assistance Program (LIHEAP) contract. The Department of Community Services and Development (CSD) expects to receive the initial LIHEAP grant award in October 2022 from the United States Department of Health and Human Services (HHS). Receipt of the grant award is contingent upon HHS's approval of California's LIHEAP State Plan. CSD will inform the network when funding is available and when Departmental systems are ready to input applications.

Note that CSD will not process any claims for 2023 LIHEAP contract reimbursement or issue any 2023 program year LIHEAP utility assistance benefits until your contract is fully executed. To avoid gaps in LIHEAP service delivery, Local Service Providers are encouraged to continue assistance delivery under all available open LIHEAP contracts while the 2023 LIHEAP contract is fully executed. Contact your field representative if you need assistance moving funds within the components of any open LIHEAP contracts.

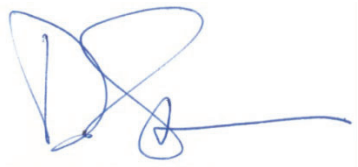
CSD received four comments on the 2023 LIHEAP draft contract. In response to the comments received, CSD modified the 2023 LIHEAP contract to:

- Update links to documents incorporated by reference;
- Remove reference to the Memorandum for Understanding for Information Technology security requirements; and
- Remove the maximum average weatherization investment per unit cap.

As a reminder, the Wood, Propane, and Oil (WPO) Benefit Formula Policy is incorporated into the 2023 LIHEAP contract as outlined in CPA-E-21-04 and CPA-E-21-04M.

It is through the continued collaboration and commitment between CSD and your agency to those we are tasked to serve that permits us all to effectively and efficiently administer these critical programs and services – programs and services designed to strengthen the economic security of vulnerable Californians.

Sincerely,



DAVID SCRIBNER, ESQ.
Director

Attachments

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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

| **STANDARD AGREEMENT**<br>STD. 213 (Rev 03/2019) CSD (Rev 07/2019) | AGREEMENT NUMBER<br>**23B-5021** | PURCHASING AUTHORITY NUMBER (if applicable) |
|---|---|---|

1. This Agreement is entered into between the Contracting Agency and the Contractor named below

CONTRACTING AGENCY NAME
**Department of Community Services and Development**

CONTRACTOR NAME
**Mariposa County Human Services Department**

2. The term of this Agreement is: November 1, 2022 through June 30, 2024

3. The maximum amount of this Agreement is: Total $525,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits that are by this reference made a part of the Agreement:

Preamble*
Article 1 - Scope of Work*
Article 2 - Contract Administration and Procedure*
Article 3 - Contract Changes*
Article 4 - Administrative Policies and Procedures*; Article 5 - Administrative and Program Expenditures Re
Article 6 - Reporting Policies and Procedures*; Article 7 - Program Policies and Procedures*;
Article 8 - Program Implementation*; Article 9 - Training, Licensing and Certifications*;
Article 10 - Compliance Policies and Procedures*; Article 11 - Federal and State Policy Provisions*;
Article 12 - General Terms and Conditions GTC 04/2017* ; Article 13 - Definitions*;
Article 14 - Table of Forms and Documents Incorporated by Reference*

Items shown with an Asterisk (*) are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be accessed at https://agencies.csd.ca.gov/.

**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO**

| **CONTRACTOR** | | | | **California Department of General Services Approval (or exemption, if applicable)** |
|---|---|---|---|---|
| CONTRACTOR NAME *(If other than an individual, state whether a corporation, partnership, etc.)*<br>**Mariposa County Human Services Department** | | | | |
| CONTRACTOR BUSINESS ADDRESS, CITY, STATE ZIP<br>P.O. Box 99, Mariposa, CA 95338 | | | | |
| PRINTED NAME OF PERSON SIGNING<br>Miles S Menetrey | | TITLE<br>Mariposa County Board Chair | | |
| CONTRACTOR AUTHORIZED SIGNATURE<br>DocuSigned by: Miles S Menetrey B43EC70C19BE446... | | DATE SIGNED<br>2/28/2023 | | **I hereby certify that all conditions for exemption have been complied with, and the document is exempt from the Department of General Services approval.** |
| STATE OF CALIFORNIA | | | | |
| CONTRACTING AGENCY NAME<br>**Department of Community Services and Development** | | | | DS |
| CONTRACTING AGENCY ADDRESS<br>**2389 Gateway Oaks Drive, Suite 100** | CITY<br>**Sacramento** | STATE<br>**CA** | ZIP<br>**95833** | |
| PRINTED NAME OF PERSON SIGNING<br>**Chris Vail** | TITLE<br>**Chief Financial Officer** | | | Steven W. Dahlem |
| CONTRACTING AGENCY AUTHORIZED SIGNATURE<br>DocuSigned by: 5738D524A1A146B... | | DATE SIGNED<br>3/16/2023 | | DocuSigned by: Steven W. Dahlem F6A416F06B394BF... |

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# 2023 LIHEAP Contract Checklist

**General Comments and Requirements:**

Please contact your assigned Field Operations Representative immediately for assistance if this Agreement requires corrections. Agencies are required to utilize DocuSign to sign this Agreement. Please fill out and submit CSD 489 (DocuSign Contact Update Form) if you have not yet initialized DocuSign® with the California Department of Community Services and Development (CSD).

**Contract Packet:**

**The following completed documents/forms must be returned to CSD in the Agreement packet within 30 days (45 days for public agencies). Please use the checkboxes below to indicate the documents/forms are included:**

- ☐ Contract Face Sheet (STD 213) signed by individual authorized on Board Resolution
- ☐ Federal Funding Accountability and Transparency Act (FFATA) Form
- ☐ Lobbying Form
- ☐ Insurance or Self-Insurance. Please attach current evidence of insurance if not already on file with CSD
- ☐ Board resolution. (Not applicable if a general board resolution has already been submitted and is not specific to the program, program year, or contract number, and does not contain any changes.)

**Programmatic Contract Requirements (as applicable):**

- ☐ LIHEAP Production Plan (CSD 622)
- ☐ CSD 188 Agency Staff and Board Roster form (located under forms tab on the Local Agencies Portal). N/A If a general Board Roster was submitted and no changes have occurred.
- ☐ CSD 251 Public Website Update (CSD 251 located under forms tab on the Local Agencies Portal).
- ☐ CSD 143 Working Capital Advance (located under forms tab on the Local Agencies Portal). Submit the form to EARS.Reports@CSD.CA.GOV?

  **Please note**: The 2023 Agency Local Plan is due no later than 30 days after contract execution.

**Please return completed contract packets within 30 days (45 days for public agencies) to:**

All forms are located on the Local Agencies Portal at https://agencies.csd.ca.gov.

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# ALLOCATION SPREADSHEET

**State of California**
**Department of Community Services and Development**
**Total 2023 LIHEAP Contract**
**Facesheet**

| | County/Service Territory | Contract Number | Direct Services: Weatherization: Initial WX Program | Direct Services: Weatherization: Delayed WX Program | Direct Services: Weatherization: WX Program Subtotal | Direct Services: Administration/Assurance 16/ECIP/HEAP: Allowable Admin | Direct Services: Administration/Assurance 16/ECIP/HEAP: Allowable A16 | Direct Services: Administration/Assurance 16/ECIP/HEAP: ECIP/HEAP Program | Direct Services: Administration/Assurance 16/ECIP/HEAP: Admin/A16/ ECIP/HEAP Subtotal | Utility Assistance: ECIP FT/HEAP G&E Program Subtotal | Total Contract Allocation |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Alameda County - Spectrum Community Services, Inc. | 23B-5001 | 615,689 | 414,645 | 1,030,334 | 207,322 | 207,322 | 1,094,250 | 1,508,894 | 1,392,682 | 3,931,910 |
| 2 | Amador/Tuolumne Service Territory - Amador-Tuolumne CAA | | | | | | | | | | |
| | Amador County | | 35,865 | 24,154 | 60,019 | 12,077 | 12,077 | 55,050 | 79,204 | 89,819 | 229,042 |
| | Calaveras County | | 53,058 | 35,732 | 88,790 | 17,866 | 17,866 | 100,728 | 136,460 | 113,586 | 338,836 |
| | Tuolumne County | | 100,289 | 67,541 | 167,830 | 33,770 | 33,770 | 178,241 | 245,781 | 226,853 | 640,464 |
| | Service Territory Total | 23B-5002 | 189,212 | 127,427 | 316,639 | 63,713 | 63,713 | 334,019 | 461,445 | 430,258 | 1,208,342 |
| 3 | Butte County - CAA of Butte County, Inc. | 23B-5003 | 341,708 | 230,128 | 571,836 | 115,064 | 115,064 | 897,163 | 1,127,291 | 483,087 | 2,182,214 |
| 4 | Colusa Service Territory - Glenn County Community Action Department | | | | | | | | | | |
| | Colusa County | | 30,404 | 20,476 | 50,880 | 10,238 | 10,238 | 39,298 | 59,774 | 83,509 | 194,163 |
| | Glenn County | | 43,198 | 29,092 | 72,290 | 14,546 | 14,546 | 61,070 | 90,162 | 113,417 | 275,869 |
| | Trinity County | | 32,095 | 21,615 | 53,710 | 10,808 | 10,808 | 103,714 | 125,330 | 25,928 | 204,968 |
| | Service Territory Total | 23B-5004 | 105,697 | 71,183 | 176,880 | 35,592 | 35,592 | 204,082 | 275,266 | 222,854 | 675,000 |
| 5 | Contra Costa Co. - Contra Costa Employment & Human Services Dept/CSB | 23B-5005 | 527,274 | 355,101 | 882,375 | 177,550 | 177,550 | 425,961 | 781,061 | 1,703,842 | 3,367,278 |
| 6 | Del Norte County - Del Norte Senior Center, Inc. | 23B-5006 | 103,930 | 69,993 | 173,923 | 34,997 | 34,997 | 235,090 | 305,084 | 184,713 | 663,720 |
| 7 | El Dorado Service Territory - El Dorado Co. Health & Human Services Agency | | | | | | | | | | |
| | Alpine County | | 4,133 | 2,783 | 6,916 | 1,392 | 1,392 | 9,849 | 12,633 | 6,845 | 26,394 |
| | El Dorado County | | 293,355 | 197,564 | 490,919 | 98,782 | 98,782 | 699,114 | 896,678 | 485,825 | 1,873,422 |
| | Service Territory Total | 23B-5007 | 297,488 | 200,347 | 497,835 | 100,174 | 100,174 | 708,963 | 909,311 | 492,670 | 1,899,816 |
| 8 | Fresno County - Fresno County Economic Opportunities Commission | 23B-5008 | 1,216,535 | 819,293 | 2,035,828 | 409,647 | 409,646 | 737,087 | 1,556,380 | 4,176,824 | 7,769,032 |
| 9 | Humboldt Service Territory - Redwood CAA | | | | | | | | | | |
| | Humboldt County | | 256,351 | 172,643 | 428,994 | 86,322 | 86,322 | 434,898 | 607,542 | 600,573 | 1,637,109 |
| | Modoc Co. (WEATHERIZATION/ASSURANCE 16) | | 70,464 | 47,455 | 117,919 | 7,224 | 11,864 | 0 | 19,088 | 0 | 137,007 |
| | Service Territory Total | 23B-5009 | 326,815 | 220,098 | 546,913 | 93,546 | 98,186 | 434,898 | 626,630 | 600,573 | 1,774,116 |
| 10 | Imperial Service Territory - Campesinos Unidos, Inc. | | | | | | | | | | |
| | Imperial County | | 120,969 | 81,469 | 202,438 | 40,734 | 40,734 | 127,044 | 208,512 | 361,585 | 772,535 |
| | San Diego County - Area A | | 662,750 | 446,339 | 1,109,089 | 223,169 | 223,169 | 562,175 | 1,008,513 | 2,114,850 | 4,232,452 |
| | Service Territory Total | 23B-5010 | 783,719 | 527,808 | 1,311,527 | 263,903 | 263,903 | 689,219 | 1,217,025 | 2,476,435 | 5,004,987 |
| 11 | Inyo Service Territory - Inyo Mono Advocates for Community Action, Inc. | | | | | | | | | | |
| | Inyo County | | 36,424 | 24,530 | 60,954 | 12,265 | 12,265 | 107,402 | 131,932 | 39,724 | 232,610 |
| | Mono County | | 45,785 | 30,834 | 76,619 | 15,417 | 15,417 | 162,745 | 193,579 | 22,192 | 292,390 |
| | Service Territory Total | 23B-5011 | 82,209 | 55,364 | 137,573 | 27,682 | 27,682 | 270,147 | 325,511 | 61,916 | 525,000 |
| 12 | Kern County - Community Action Partnership of Kern | 23B-5012 | 1,109,164 | 746,983 | 1,856,147 | 373,491 | 373,491 | 1,030,449 | 1,777,431 | 3,449,762 | 7,083,340 |
| 13 | Kings County - Kings Community Action Organization, Inc. | 23B-5013 | 150,352 | 101,257 | 251,609 | 50,628 | 50,628 | 218,632 | 319,888 | 388,680 | 960,177 |
| 14 | Lake Service Territory - North Coast Energy Services, Inc. | | | | | | | | | | |
| | Lake County | | 147,692 | 99,465 | 247,157 | 49,733 | 49,733 | 292,318 | 391,784 | 304,249 | 943,190 |
| | Mendocino County | | 178,331 | 120,100 | 298,431 | 60,050 | 60,050 | 259,317 | 379,417 | 461,009 | 1,138,857 |
| | Napa County | | 74,031 | 49,857 | 123,888 | 24,929 | 24,929 | 110,641 | 160,499 | 188,388 | 472,775 |
| | Solano County | | 194,519 | 131,002 | 325,521 | 65,501 | 65,501 | 117,857 | 248,859 | 667,856 | 1,242,236 |
| | Sonoma County | | 311,179 | 209,568 | 520,747 | 104,784 | 104,784 | 490,206 | 699,774 | 766,732 | 1,987,253 |
| | Yolo County | | 155,360 | 104,629 | 259,989 | 52,315 | 52,315 | 200,812 | 305,442 | 426,726 | 992,157 |
| | Service Territory Total | 23B-5014 | 1,061,112 | 714,621 | 1,775,733 | 357,312 | 357,312 | 1,471,151 | 2,185,775 | 2,814,960 | 6,776,468 |
| 15 | Lassen County - Lassen Economic Development Corporation | 23B-5015 | 82,209 | 55,365 | 137,574 | 27,682 | 27,682 | 272,291 | 327,655 | 59,771 | 525,000 |
| | Los Angeles County | | | | | | | | | | |
| 16 | Area A - Maravilla Foundation | 23B-5016 | 1,978,769 | 1,332,631 | 3,311,400 | 666,315 | 666,316 | 2,957,337 | 4,289,968 | 5,035,466 | 12,636,834 |
| 17 | Area B - Pacific Asian Consortium in Employment | 23B-5017 | 1,398,785 | 942,032 | 2,340,817 | 471,016 | 471,016 | 1,130,014 | 2,072,046 | 4,520,055 | 8,932,918 |
| 18 | Area C - Long Beach Community Action Partnership | 23B-5018 | 1,220,335 | 821,852 | 2,042,187 | 410,926 | 410,926 | 788,682 | 1,610,534 | 4,140,580 | 7,793,301 |
| 19 | Madera County - Community Action Partnership of Madera County, Inc. | 23B-5019 | 162,758 | 109,612 | 272,370 | 54,806 | 54,806 | 138,059 | 247,671 | 519,364 | 1,039,405 |
| 20 | Marin County - Community Action Marin (NON WEATHERIZATION/ASSURANCE 16) | 23B-5020 | 0 | 0 | 0 | 25,555 | 25,555 | 104,052 | 155,162 | 329,499 | 484,661 |
| 21 | Mariposa County - Mariposa County Human Services Department | 23B-5021 | 82,209 | 55,365 | 137,574 | 27,682 | 27,682 | 199,237 | 254,601 | 132,825 | 525,000 |

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# ALLOCATION SPREADSHEET

**State of California**
**Department of Community Services and Development**
**Total 2023 LIHEAP Contract**
**Facesheet**

| County/Service Territory | Contract Number | Direct Services: Weatherization: Initial WX Program | Direct Services: Weatherization: Delayed WX Program | Direct Services: Weatherization: WX Program Subtotal | Direct Services: Administration/Assurance 16/ECIP/HEAP: Allowable Admin | Direct Services: Administration/Assurance 16/ECIP/HEAP: Allowable A16 | Direct Services: Administration/Assurance 16/ECIP/HEAP: ECIP/HEAP Program | Direct Services: Administration/Assurance 16/ECIP/HEAP: Admin/A16/ ECIP/HEAP Subtotal | Utility Assistance: ECIP FT/HEAP G&E Program Subtotal | Total Contract Allocation |
|---|---|---|---|---|---|---|---|---|---|---|
| 22 Merced County - Merced County CAA | 23B-5022 | 305,084 | 205,463 | 510,547 | 102,732 | 102,732 | 258,786 | 464,250 | 973,528 | 1,948,325 |
| 23 Modoc - T.E.A.C.H. Inc. (NON WEATHERIZATION/ASSURANCE 16) | 23B-5023 | 0 | 0 | 0 | 16,504 | 11,864 | 159,390 | 187,758 | 125,235 | 312,993 |
| 24 Orange County - Community Action Partnership of Orange County | 23B-5024 | 811,656 | 546,622 | 1,358,278 | 273,311 | 273,311 | 1,180,260 | 1,726,882 | 2,098,239 | 5,183,399 |
| 25 Placer Service Territory - Project GO, Inc. | | | | | | | | | | |
| Nevada County | | 196,178 | 132,119 | 328,297 | 66,059 | 66,059 | 515,069 | 647,187 | 277,345 | 1,252,829 |
| Placer County | | 231,126 | 155,655 | 386,781 | 77,828 | 77,828 | 364,097 | 519,753 | 569,484 | 1,476,018 |
| Service Territory Total | 23B-5025 | 427,304 | 287,774 | 715,078 | 143,887 | 143,887 | 879,166 | 1,166,940 | 846,829 | 2,728,847 |
| 26 Plumas Service Territory - Plumas Co. Community Development Commission | | | | | | | | | | |
| Plumas County | | 71,537 | 48,178 | 119,715 | 24,089 | 24,089 | 234,057 | 282,235 | 54,902 | 456,852 |
| Sierra County | | 10,671 | 7,187 | 17,858 | 3,593 | 3,593 | 33,621 | 40,807 | 9,483 | 68,148 |
| Service Territory Total | 23B-5026 | 82,208 | 55,365 | 137,573 | 27,682 | 27,682 | 267,678 | 323,042 | 64,385 | 525,000 |
| 27 Riverside County - Community Action Partnership of Riverside County | 23B-5027 | 1,272,782 | 857,174 | 2,129,956 | 428,587 | 428,587 | 1,131,044 | 1,988,218 | 4,010,065 | 8,128,239 |
| 28 Sacramento Service Territory - Community Resource Project, Inc. | | | | | | | | | | |
| Sacramento County | | 964,210 | 649,362 | 1,613,572 | 324,681 | 324,681 | 1,363,147 | 2,012,509 | 2,531,559 | 6,157,640 |
| Sutter County | | 85,305 | 57,450 | 142,755 | 28,725 | 28,725 | 120,600 | 178,050 | 223,970 | 544,775 |
| Yuba County | | 94,199 | 63,440 | 157,639 | 31,720 | 31,720 | 156,003 | 219,443 | 224,492 | 601,574 |
| Service Territory Total | 23B-5028 | 1,143,714 | 770,252 | 1,913,966 | 385,126 | 385,126 | 1,639,750 | 2,410,002 | 2,980,021 | 7,303,989 |
| 29 San Benito Co. - HHSA, Comm. Svcs. & Wkfs. Dev. (NON WEATHERIZATION/A16) | 23B-5029 | 0 | 0 | 0 | 19,573 | 19,573 | 56,451 | 95,597 | 275,611 | 371,208 |
| 30 San Bernardino County - Community Action Partnership of San Bernardino Co. | 23B-5030 | 1,268,095 | 854,017 | 2,122,112 | 427,009 | 427,008 | 1,587,875 | 2,441,892 | 3,534,302 | 8,098,306 |
| 31 San Diego County - Area B - Metropolitan Area Advisory Committee | 23B-5031 | 312,050 | 210,155 | 522,205 | 105,077 | 105,077 | 617,623 | 827,777 | 642,832 | 1,992,814 |
| 32 San Joaquin Co. - San Joaquin Co. Dept. of Aging & Community Services | 23B-5032 | 581,954 | 391,925 | 973,879 | 195,963 | 195,963 | 352,600 | 744,526 | 1,998,069 | 3,716,474 |
| 33 San Luis Obispo Co. - Community Action Partnership of San Luis Obispo Co., Inc. | 23B-5033 | 158,335 | 106,633 | 264,968 | 53,317 | 53,317 | 313,383 | 420,017 | 326,175 | 1,011,160 |
| 34 Santa Barbara Co. - Community Action Commission of Santa Barbara County | 23B-5034 | 257,651 | 173,519 | 431,170 | 86,759 | 86,759 | 728,507 | 902,025 | 312,217 | 1,645,412 |
| 35 Santa Clara Co. - Sacred Heart Community Service (NON WEATHERIZATION/A16) | 23B-5035 | 0 | 0 | 0 | 144,658 | 144,658 | 490,831 | 780,147 | 1,963,322 | 2,743,469 |
| 36 Santa Cruz Service Territory - Central Coast Energy Services, Inc. | | | | | | | | | | |
| Monterey County | | 328,116 | 220,974 | 549,090 | 110,487 | 110,487 | 278,323 | 499,297 | 1,047,025 | 2,095,412 |
| San Francisco County | | 294,856 | 198,575 | 493,431 | 99,288 | 99,288 | 190,560 | 389,136 | 1,000,442 | 1,883,009 |
| San Mateo County | | 254,027 | 171,078 | 425,105 | 85,539 | 85,539 | 194,956 | 366,034 | 831,128 | 1,622,267 |
| Santa Cruz County | | 196,266 | 132,178 | 328,444 | 66,089 | 66,089 | 166,482 | 298,660 | 626,291 | 1,253,395 |
| Marin County (WEATHERIZATION/ASSURANCE 16) | | 107,334 | 72,286 | 179,620 | 10,588 | 10,588 | 0 | 21,176 | 0 | 200,796 |
| San Benito County (WEATHERIZATION/ASSURANCE 16) | | 82,209 | 55,365 | 137,574 | 8,109 | 8,109 | 0 | 16,218 | 0 | 153,792 |
| Santa Clara County (WEATHERIZATION/ASSURANCE 16/EHCS) | | 619,973 | 417,530 | 1,037,503 | 64,107 | 64,107 | 50,085 | 178,299 | 0 | 1,215,802 |
| Service Territory Total | 23B-5036 | 1,882,781 | 1,267,986 | 3,150,767 | 444,207 | 444,207 | 880,406 | 1,768,820 | 3,504,886 | 8,424,473 |
| 37 Shasta/Tehama Service Territory - Self-Help Home Improvement Project, Inc. | | | | | | | | | | |
| Shasta County | | 263,352 | 177,358 | 440,710 | 88,679 | 88,679 | 563,788 | 741,146 | 499,962 | 1,681,818 |
| Tehama County | | 111,950 | 75,394 | 187,344 | 37,697 | 37,697 | 239,663 | 315,057 | 212,532 | 714,933 |
| Service Territory Total | 23B-5037 | 375,302 | 252,752 | 628,054 | 126,376 | 126,376 | 803,451 | 1,056,203 | 712,494 | 2,396,751 |
| 38 Siskiyou County - Great Northern Services | 23B-5038 | 188,986 | 127,276 | 316,262 | 63,638 | 63,638 | 404,584 | 531,860 | 358,782 | 1,206,904 |
| 39 Stanislaus County - Central Valley Opportunity Center, Incorporated | 23B-5039 | 506,027 | 340,791 | 846,818 | 170,396 | 170,396 | 367,916 | 708,708 | 1,676,061 | 3,231,587 |
| 40 Tulare County - Community Services & Employment Training, Inc. | 23B-5040 | 700,679 | 471,882 | 1,172,561 | 235,941 | 235,941 | 849,069 | 1,320,951 | 1,981,162 | 4,474,674 |
| 41 Ventura County - Community Action of Ventura County, Inc. | 23B-5041 | 322,711 | 217,335 | 540,046 | 108,667 | 108,667 | 378,020 | 595,354 | 925,498 | 2,060,898 |
| 42 Association of California Community and Energy Services (ACCES) | 22B-4042 | 0 | 0 | 0 | 0 | 0 | 34,054 | 34,054 | 0 | 34,054 |
| TOTALS | | 22,433,288 | 15,108,026 | 37,541,314 | 7,554,013 | 7,554,012 | 27,721,627 | 42,829,652 | 62,926,529 | 143,297,495 |

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# ALLOCATION SPREADSHEET

**State of California**
**Department of Community Services and Development**
**Total 2023 LIHEAP Contract**
**Facesheet**

| County/Service Territory | Initial WX Intake 8% | Initial WX Outreach 5% | Initial WX Training 5% | Approved Waiver Total WX Intake 8% | Approved Waiver Total WX Outreach 5% | Approved Waiver Total WX Training 5% | ECIP/HEAP Intake 8% | ECIP/HEAP Outreach 5% | ECIP/HEAP Training 2% |
|---|---|---|---|---|---|---|---|---|---|
| 1 Alameda County - Spectrum Community Services, Inc. | 49,255 | 30,784 | 30,784 | 82,427 | 51,517 | 51,517 | 198,955 | 124,347 | 49,739 |
| 2 Amador/Tuolumne Service Territory - Amador-Tuolumne CAA | | | | | | | | | |
| Amador County | 2,869 | 1,793 | 1,793 | 4,802 | 3,001 | 3,001 | 11,590 | 7,243 | 2,897 |
| Calaveras County | 4,245 | 2,653 | 2,653 | 7,103 | 4,440 | 4,440 | 17,145 | 10,716 | 4,286 |
| Tuolumne County | 8,023 | 5,014 | 5,014 | 13,426 | 8,392 | 8,392 | 32,408 | 20,255 | 8,102 |
| Service Territory Total | 15,137 | 9,460 | 9,460 | 25,331 | 15,833 | 15,833 | 61,143 | 38,214 | 15,285 |
| 3 Butte County - CAA of Butte County, Inc. | 27,337 | 17,085 | 17,085 | 45,747 | 28,592 | 28,592 | 110,420 | 69,013 | 27,605 |
| 4 Colusa Service Territory - Glenn County Community Action Department | | | | | | | | | |
| Colusa County | 2,432 | 1,520 | 1,520 | 4,070 | 2,544 | 2,544 | 9,825 | 6,140 | 2,456 |
| Glenn County | 3,456 | 2,160 | 2,160 | 5,783 | 3,615 | 3,615 | 13,959 | 8,724 | 3,490 |
| Trinity County | 2,568 | 1,605 | 1,605 | 4,297 | 2,686 | 2,686 | 10,371 | 6,482 | 2,593 |
| Service Territory Total | 8,456 | 5,285 | 5,285 | 14,150 | 8,845 | 8,845 | 34,155 | 21,346 | 8,539 |
| 5 Contra Costa Co. - Contra Costa Employment & Human Services Dept/CSB | 42,182 | 26,364 | 26,364 | 70,590 | 44,119 | 44,119 | 170,384 | 106,490 | 42,596 |
| 6 Del Norte County - Del Norte Senior Center, Inc. | 8,314 | 5,197 | 5,197 | 13,914 | 8,696 | 8,696 | 33,584 | 20,990 | 8,396 |
| 7 El Dorado Service Territory - El Dorado Co. Health & Human Services Agency | | | | | | | | | |
| Alpine County | 331 | 207 | 207 | 553 | 346 | 346 | 1,336 | 835 | 334 |
| El Dorado County | 23,468 | 14,668 | 14,668 | 39,274 | 24,546 | 24,546 | 94,795 | 59,247 | 23,699 |
| Service Territory Total | 23,799 | 14,875 | 14,875 | 39,827 | 24,892 | 24,892 | 96,131 | 60,082 | 24,033 |
| 8 Fresno County - Fresno County Economic Opportunities Commission | 97,323 | 60,827 | 60,827 | 162,866 | 101,791 | 101,791 | 393,113 | 245,696 | 98,278 |
| 9 Humboldt Service Territory - Redwood CAA | | | | | | | | | |
| Humboldt County | 20,508 | 12,818 | 12,818 | 34,320 | 21,450 | 21,450 | 82,838 | 51,774 | 20,709 |
| Modoc Co. (WEATHERIZATION/ASSURANCE 16) | 5,637 | 3,523 | 3,523 | 9,434 | 5,896 | 5,896 | 0 | 0 | 0 |
| Service Territory Total | 26,145 | 16,341 | 16,341 | 43,754 | 27,346 | 27,346 | 82,838 | 51,774 | 20,709 |
| 10 Imperial Service Territory - Campesinos Unidos, Inc. | | | | | | | | | |
| Imperial County | 9,678 | 6,048 | 6,048 | 16,195 | 10,122 | 10,122 | 39,090 | 24,431 | 9,773 |
| San Diego County - Area A | 53,020 | 33,138 | 33,138 | 88,727 | 55,454 | 55,454 | 214,162 | 133,851 | 53,541 |
| Service Territory Total | 62,698 | 39,186 | 39,186 | 104,922 | 65,576 | 65,576 | 253,252 | 158,282 | 63,314 |
| 11 Inyo Service Territory - Inyo Mono Advocates for Community Action, Inc. | | | | | | | | | |
| Inyo County | 2,914 | 1,821 | 1,821 | 4,876 | 3,048 | 3,048 | 11,770 | 7,356 | 2,943 |
| Mono County | 3,663 | 2,289 | 2,289 | 6,130 | 3,831 | 3,831 | 14,795 | 9,247 | 3,699 |
| Service Territory Total | 6,577 | 4,110 | 4,110 | 11,006 | 6,879 | 6,879 | 26,565 | 16,603 | 6,642 |
| 12 Kern County - Community Action Partnership of Kern | 88,733 | 55,458 | 55,458 | 148,492 | 92,807 | 92,807 | 358,417 | 224,011 | 89,604 |
| 13 Kings County - Kings Community Action Organization, Inc. | 12,028 | 7,518 | 7,518 | 20,129 | 12,580 | 12,580 | 48,585 | 30,366 | 12,146 |
| 14 Lake Service Territory - North Coast Energy Services, Inc. | | | | | | | | | |
| Lake County | 11,815 | 7,385 | 7,385 | 19,773 | 12,358 | 12,358 | 47,725 | 29,828 | 11,931 |
| Mendocino County | 14,266 | 8,917 | 8,917 | 23,874 | 14,922 | 14,922 | 57,626 | 36,016 | 14,407 |
| Napa County | 5,922 | 3,702 | 3,702 | 9,911 | 6,194 | 6,194 | 23,922 | 14,951 | 5,981 |
| Solano County | 15,562 | 9,726 | 9,726 | 26,042 | 16,276 | 16,276 | 62,857 | 39,286 | 15,714 |
| Sonoma County | 24,894 | 15,559 | 15,559 | 41,660 | 26,037 | 26,037 | 100,555 | 62,847 | 25,139 |
| Yolo County | 12,429 | 7,768 | 7,768 | 20,799 | 12,999 | 12,999 | 50,203 | 31,377 | 12,551 |
| Service Territory Total | 84,888 | 53,057 | 53,057 | 142,059 | 88,786 | 88,786 | 342,888 | 214,305 | 85,723 |
| 15 Lassen County - Lassen Economic Development Corporation | 6,577 | 4,110 | 4,110 | 11,006 | 6,879 | 6,879 | 26,565 | 16,603 | 6,641 |
| Los Angeles County | | | | | | | | | |
| 16 Area A - Maravilla Foundation | 158,302 | 98,938 | 98,938 | 264,912 | 165,570 | 165,570 | 639,424 | 399,640 | 159,856 |
| 17 Area B - Pacific Asian Consortium in Employment | 111,903 | 69,939 | 69,939 | 187,265 | 117,041 | 117,041 | 452,006 | 282,503 | 113,001 |
| 18 Area C - Long Beach Community Action Partnership | 97,627 | 61,017 | 61,017 | 163,375 | 102,109 | 102,109 | 394,341 | 246,463 | 98,585 |
| 19 Madera County - Community Action Partnership of Madera County, Inc. | 13,021 | 8,138 | 8,138 | 21,790 | 13,619 | 13,619 | 52,594 | 32,871 | 13,148 |
| 20 Marin County - Community Action Marin (NON WEATHERIZATION/ASSURANCE 16) | 0 | 0 | 0 | 0 | 0 | 0 | 34,684 | 21,678 | 8,671 |
| 21 Mariposa County - Mariposa County Human Services Department | 6,577 | 4,110 | 4,110 | 11,006 | 6,879 | 6,879 | 26,565 | 16,603 | 6,641 |

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# ALLOCATION SPREADSHEET

**State of California**
**Department of Community Services and Development**
**Total 2023 LIHEAP Contract**
**Facesheet**

| County/Service Territory | Initial WX Intake 8% | Initial WX Outreach 5% | Initial WX Training 5% | Approved Waiver Total WX Intake 8% | Approved Waiver Total WX Outreach 5% | Approved Waiver Total WX Training 5% | ECIP/HEAP Intake 8% | ECIP/HEAP Outreach 5% | ECIP/HEAP Training 2% |
|---|---|---|---|---|---|---|---|---|---|
| 22 Merced County - Merced County CAA | 24,407 | 15,254 | 15,254 | 40,844 | 25,527 | 25,527 | 98,585 | 61,616 | 24,646 |
| 23 Modoc - T.E.A.C.H. Inc. (NON WEATHERIZATION/ASSURANCE 16) | 0 | 0 | 0 | 0 | 0 | 0 | 22,770 | 14,231 | 5,693 |
| 24 Orange County - Community Action Partnership of Orange County | 64,932 | 40,583 | 40,583 | 108,662 | 67,914 | 67,914 | 262,280 | 163,925 | 65,570 |
| 25 Placer Service Territory - Project GO, Inc. | | | | | | | | | |
| Nevada County | 15,694 | 9,809 | 9,809 | 26,264 | 16,415 | 16,415 | 63,393 | 39,621 | 15,848 |
| Placer County | 18,490 | 11,556 | 11,556 | 30,942 | 19,339 | 19,339 | 74,686 | 46,679 | 18,672 |
| Service Territory Total | 34,184 | 21,365 | 21,365 | 57,206 | 35,754 | 35,754 | 138,079 | 86,300 | 34,520 |
| 26 Plumas Service Territory - Plumas Co. Community Development Commission | | | | | | | | | |
| Plumas County | 5,723 | 3,577 | 3,577 | 9,577 | 5,986 | 5,986 | 23,117 | 14,448 | 5,779 |
| Sierra County | 854 | 534 | 534 | 1,429 | 893 | 893 | 3,448 | 2,155 | 862 |
| Service Territory Total | 6,577 | 4,111 | 4,111 | 11,006 | 6,879 | 6,879 | 26,565 | 16,603 | 6,641 |
| 27 Riverside County - Community Action Partnership of Riverside County | 101,823 | 63,639 | 63,639 | 170,396 | 106,498 | 106,498 | 411,289 | 257,055 | 102,822 |
| 28 Sacramento Service Territory - Community Resource Project, Inc. | | | | | | | | | |
| Sacramento County | 77,137 | 48,211 | 48,211 | 129,086 | 80,679 | 80,679 | 311,576 | 194,735 | 77,894 |
| Sutter County | 6,824 | 4,265 | 4,265 | 11,420 | 7,138 | 7,138 | 27,566 | 17,229 | 6,891 |
| Yuba County | 7,536 | 4,710 | 4,710 | 12,611 | 7,882 | 7,882 | 30,440 | 19,025 | 7,610 |
| Service Territory Total | 91,497 | 57,186 | 57,186 | 153,117 | 95,699 | 95,699 | 369,582 | 230,989 | 92,395 |
| 29 San Benito Co. - HHSA, Comm. Svcs. & Wkfs. Dev. (NON WEATHERIZATION/A16) | 0 | 0 | 0 | 0 | 0 | 0 | 26,565 | 16,603 | 6,641 |
| 30 San Bernardino County - Community Action Partnership of San Bernardino Co. | 101,448 | 63,405 | 63,405 | 169,769 | 106,106 | 106,106 | 409,774 | 256,109 | 102,444 |
| 31 San Diego County - Area B - Metropolitan Area Advisory Committee | 24,964 | 15,603 | 15,603 | 41,776 | 26,110 | 26,110 | 100,836 | 63,023 | 25,209 |
| 32 San Joaquin Co. - San Joaquin Co. Dept. of Aging & Community Services | 46,556 | 29,098 | 29,098 | 77,910 | 48,694 | 48,694 | 188,054 | 117,533 | 47,013 |
| 33 San Luis Obispo Co. - Community Action Partnership of San Luis Obispo Co., Inc. | 12,667 | 7,917 | 7,917 | 21,197 | 13,248 | 13,248 | 51,165 | 31,978 | 12,791 |
| 34 Santa Barbara Co. - Community Action Commission of Santa Barbara County | 20,612 | 12,883 | 12,883 | 34,494 | 21,559 | 21,559 | 83,258 | 52,036 | 20,814 |
| 35 Santa Clara Co. - Sacred Heart Community Service (NON WEATHERIZATION/A16) | 0 | 0 | 0 | 0 | 0 | 0 | 196,332 | 122,708 | 49,083 |
| 36 Santa Cruz Service Territory - Central Coast Energy Services, Inc. | | | | | | | | | |
| Monterey County | 26,249 | 16,406 | 16,406 | 43,927 | 27,455 | 27,455 | 106,028 | 66,267 | 26,507 |
| San Francisco County | 23,588 | 14,743 | 14,743 | 39,474 | 24,672 | 24,672 | 95,280 | 59,550 | 23,820 |
| San Mateo County | 20,322 | 12,701 | 12,701 | 34,008 | 21,255 | 21,255 | 82,087 | 51,304 | 20,522 |
| Santa Cruz County | 15,701 | 9,813 | 9,813 | 26,276 | 16,422 | 16,422 | 63,422 | 39,639 | 15,855 |
| Marin County (WEATHERIZATION/ASSURANCE 16) | 8,587 | 5,367 | 5,367 | 14,370 | 8,981 | 8,981 | 0 | 0 | 0 |
| San Benito County (WEATHERIZATION/ASSURANCE 16) | 6,577 | 4,110 | 4,110 | 11,006 | 6,879 | 6,879 | 0 | 0 | 0 |
| Santa Clara County (WEATHERIZATION/ASSURANCE 16/EHCS) | 49,598 | 30,999 | 30,999 | 83,000 | 51,875 | 51,875 | 4,007 | 2,504 | 1,002 |
| Service Territory Total | 150,622 | 94,139 | 94,139 | 252,061 | 157,539 | 157,539 | 350,824 | 219,264 | 87,706 |
| 37 Shasta/Tehama Service Territory - Self-Help Home Improvement Project, Inc. | | | | | | | | | |
| Shasta County | 21,068 | 13,168 | 13,168 | 35,257 | 22,036 | 22,036 | 85,100 | 53,188 | 21,275 |
| Tehama County | 8,956 | 5,598 | 5,598 | 14,988 | 9,367 | 9,367 | 36,176 | 22,610 | 9,044 |
| Service Territory Total | 30,024 | 18,766 | 18,766 | 50,245 | 31,403 | 31,403 | 121,276 | 75,798 | 30,319 |
| 38 Siskiyou County - Great Northern Services | 15,119 | 9,449 | 9,449 | 25,301 | 15,813 | 15,813 | 61,069 | 38,168 | 15,267 |
| 39 Stanislaus County - Central Valley Opportunity Center, Incorporated | 40,482 | 25,301 | 25,301 | 67,745 | 42,341 | 42,341 | 163,518 | 102,199 | 40,880 |
| 40 Tulare County - Community Services & Employment Training, Inc. | 56,054 | 35,034 | 35,034 | 93,805 | 58,628 | 58,628 | 226,418 | 141,512 | 56,605 |
| 41 Ventura County - Community Action of Ventura County, Inc. | 25,817 | 16,136 | 16,136 | 43,204 | 27,002 | 27,002 | 104,281 | 65,176 | 26,070 |
| 42 Association of California Community and Energy Services (ACCES) | | | | | | | | | |
| TOTALS | 1,794,664 | 1,121,668 | 1,121,668 | 3,003,306 | 1,877,070 | 1,877,070 | 7,249,129 | 4,530,706 | 1,812,281 |

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# CERTIFICATION REGARDING LOBBYING

**DEPARTMENT OF HEALTH AND HUMAN SERVICES**
**FAMILY SUPPORT ADMINISTRATION**

**PROGRAM:** **Low-Income Home Energy Assistance (LIHEAP)**

**PERIOD:** **November 1, 2022 through June 30, 2024**

**The undersigned certifies, to the best of his or her knowledge and belief, that:**

**(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.**

**(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.**

**(3) The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.**

**This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.**

| | |
|---|---|
| Miles Menetrey | DocuSigned by: Miles S Menetrey B43EC70C19BE446... |
| **Title** | **Signature** |
| Mariposa County Board Chair | 2/28/2023 |
| **Agency/Organization** | **Date** |

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# DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete the form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

| 1. Type of Federal Action: | 2. Status of Federal Action: | 3. Report Type: |
|---|---|---|
| ☐ a. contract<br>b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance | ☐ a. bid/offer/application<br>b. initial award<br>c. post-award | ☐ a. initial filing<br>b. material change<br>For Material Change Only:<br>year _____ quarter<br>date of Last report |

| 4. Name and Address of Reporting Entity: | 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: |
|---|---|
| ☐ Prime ☐ Subawardee<br>Tier _____, *if known:*<br>Congressional District, *if known:* | Congressional District, *if known:* |
| 6. Federal Department/Agency: | 7. Federal Program Name/Description:<br>CFDA Number, *If applicable:* |
| 8. Federal Action Number, *if known:* | 9. Award Amount, *if known:*<br>$ |
| 10. a. Name address of Lobbying Entity *(if individual, last name, first, name, MI):* | b. Individuals Performing Services *(including address if different from No. 10a) (last name, first name, MI):* |

(attach Continuation Sheet(s) SF-LLL-A, *if necessary*)

| 11. Amount of Payment *(check all that apply)*: | 13. Type of Payment *(check all that apply)*: |
|---|---|
| $ _____ ☐ actual ☐ planned | ☐ a. retainer<br>☐ b. one-time fee<br>☐ c. commission<br>☐ d. contingent fee<br>☐ e. deferred<br>☐ f. other; specify: |
| 12. Form of Payment *(check all that apply)*:<br>☐ a. cash<br>☐ b. in-kind; specify: nature<br>value | |

14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s), contacted, for Payment indicated in Item 11:

(attach Continuation Sheet(s) SF-LLL-A, *if necessary*)

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

| 16 | |
|---|---|
| Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1353. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty for not less than $10,000 and not more than $100,000 for each such failure. | Signature: _____<br>Print Name: _____<br>Title: _____<br>Telephone No.: _____ Date: _____ |

| Federal Use Only: | Authorized for Local Reproductions<br>Standard Form – LLL |
|---|---|

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# DISCLOSURE OF LOBBYING ACTIVITIES

**CONTINUATION SHEET**

**Approved by OMB**
**0348-0046**

**Reporting Entity:** _____ **Page** _____ **of**

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# INSTRUCTION FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

**This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.**

1. **Identity the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.**

2. **Identify the status of the covered Federal action.**

3. **Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.**

4. **Enter the full name, address, city, state and ZIP Code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.**

5. **If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known**

6. **Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.**

7. **Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.**

8. **Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."**

9. **For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.**

10. **(a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.**

**(b) Enter the full name of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).**

11. **Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.**

12. **Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.**

13. **Check the appropriate box(es). Check all boxes that apply. If other, specify nature.**

14. **Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.**

15. **Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.**

16. **The certifying official shall sign and date the form, print his/her name, title, and telephone number.**

**Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budgets. Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.**

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Department of Community Services and Development
CSD 279 (Rev. 4/2022)

**Community Services and Development**
**Federal Funding Accountability and Transparency Act Report Form**

# Return with the Contract

As of October 1, 2010, CSD is required to comply with sub-award reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA). CSD must file the FFATA sub- award report by the end of the month following the month in which CSD awards funds greater than or equal to $25,000 to any agency/service provider. In accordance with terms of the CSD agreement, agencies are required to provide the information requested in this form on or beforethe above due date. Failure to timely submit the completed form may result in "high-risk" designation and/or imposition of additional special terms and conditions on the agency's eligibility for CSD funds.

Please e-mail completed report form to the program e-mail address listed below:

**Department of Energy Weatherization Assistance Program**: Wx@csd.ca.gov

**Community Services Block Grant**: csbg.div@csd.ca.gov

**Low Income Home Energy Assistance Program:** Wx@csd.ca.gov

**AGENCY/SUB-AWARDEE INFORMATION**

| | | |
|---|---|---|
| Agency Name | County of Mariposa | |
| Program Type **(Check One)** | ☐**CSBG** ☐**LIHEAP** ☐**DOE WAP** ☐**OTHER** LIHEAP | |
| Contract Number | 23B-5021 | |
| Performance Period(s) (mm/dd/yy - mm/dd/yy) | 11/01/22 - 6/30/24 | |
| Agency Unique Entity ID (SAM.gov) **NEW** | 71859607 | |
| Agency Primary Contact Information *(person responsible for completing thisform)* | Name: | Lori Norman |
| | Title: | Senior Administrative Analyst |
| | E-Mail: | lnorman@mariposacounty.org |
| | Phone: | 209-742-0851 |
| Location of Agency | Mailing Address: | P.O. Box 99, Mariposa |
| | State: | California |
| | Zip + 4 Digits (+4 digit is required) | 95338-0099 |
| | U.S. Congressional District: | 4th District |
| | State Assembly District: | District 5 |
| | State Senate District: | District 8 |

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Department of Community Services and Development
CSD 279 (Rev. 4/2022)

| | | |
|---|---|---|
| Place of Performance *(where program funds are primarily spent, if different from agency location above)* | Mailing Address: | 5362 Lemee Lane, Mariposa |
| | State: | California |
| | Zip + 4 Digits (+4 digit is required) | 95338 |
| | U.S. Congressional District: | 4th District |
| | State Assembly District: | District 5 |
| | State Senate District: | District 8 |

| | | | |
|---|---|---|---|
| Agency (Sub-Awardee) Executive Compensation Reporting | Is more than 80% of your agency's annual gross revenue from the Federal government?<br><br>(If YES, continue to the next question. **If NO, you are now finished completing this form.)** | ☐ Yes | ☒ No NO |
| | Does your agency's total annual federal funding exceed $25 million?<br><br>(If YES, continue to the next question. **If NO, you are now finished completing this form.)** | ☐ Yes | ☐ No |
| | Is your agency one of the entities described below?<br><br>▪ A tax-exempt nonprofit entity required to file an annual Form 990 return with the Internal Revenue Service (IRS).<br><br>▪ A publicly owned corporation required to file annual reports with the Securities and Exchange Commission (SEC). | ☐ Yes | ☐ No |
| | (If NO, please list the names and compensation of your agency's top five highest compensated employees in the spaces below. If YES, you are now finished completing this form.) | | |

| | | |
|---|---|---|
| Five Highest Compensated Executives/Employees | Name | |
| | Compensation | |
| | Name | |
| | Compensation | |
| | Name | |
| | Compensation | |
| | Name | |
| | Compensation | |
| | Name | |
| | Compensation | |

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## Description of Information Requested

Place of Performance

Address represents where the prime recipient is performing the majority of work funded. If the award fundsmultiple projects in different locations, then an address such as a city hall or county seat may be the most appropriate if it represent where the majority of funds are being used.

Agency/Sub-Awardee Executive Compensation Reporting

Sub-awardees must report the total compensation and names of the top five executives in the organization if:

a) More than 80% of the annual gross revenues are from the Federal government, and those revenues aregreater than $25 million annually; and

b) Compensation information is not readily available through reporting to the to the IRS on a Form 990 (section6104 of the Internal Revenue Code of 1986), or through reporting to Securities and Exchange Commission (SEC).SEC reporting is required for publicly owned/traded corporations.

Exemptions: Refer to 2 CFR
Part 170 for exemption criteria. http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-part170.pdf

## Additional Resources

| | |
|---|---|
| **Unique Entity ID (UEI Number)** | |
| On April 4, 2022, the D-U-N-S® Number will be removed and the Unique Entity ID (SAM) will be the authoritative identifier. This ID is used within SAM.gov and other government award and financial systems to identify a unique entity. The transition to the Unique Entity ID (SAM) is a federal governmentwide initiative. | https://sam.gov/content/home<br>https://gsa.gov/entityid |
| **Zip Code + 4 Digit Zip** | |
| Use the United States Postal Service website to identify your +4 digit zip | https://tools.usps.com/go/ZipLookupAction!input.action |
| **Congressional District** | |
| Use the following sites to identify your congressional district | |
| U.S. Congressional District | http://www.house.gov/representatives/find/ |
| State Assembly and Senate District | http://findyourrep.legislature.ca.gov/ |
| **Reporting Requirement Regulations** | |
| The Federal Funding Accountability and Transparency Act of 2006 | http://www.gpo.gov/fdsys/pkg/PLAW-109publ282/html/PLAW-109publ282.htm |
| FFATA Subaward Reporting System (FSRS) website | https://www.fsrs.gov/ |

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# Conflict of Interest / Non-Disclosure Statement

## CSD Consultants and Vendors

I certify that I have no personal or financial interest based on present or past employment that is incompatible with my participation in any activity related to the planning or procurement process for the Department of Community Services and Development (CSD). I further certify that neither my spouse nor dependent child(ren) have a personal or financial interest based on present or past employment or activity that is incompatible with my participation in any activity related to the planning, procurement, or project process for CSD. For the duration of my involvement in the project or performance pursuant to a CSD contract, I agree not to accept any gift, benefit, gratuity, or consideration, or begin a personal or financial relationship with any party who is bidding or in association with a bid on the project. I certify that I can give my full, fair, and impartial consideration to this project.

I further certify that I will hold the strictest confidence and will not copy, disclose or give access to any person, who has not signed a copy of the Conflict of Interest/Non-Disclosure Statement, any information or data concerning the planning, design, development, processes, procedures, correspondence, working papers or any other information, in any form, that is made available to, or is accessible by me as part of my participation in the project. I fully understand that any disclosure of project information may be a basis for civil or criminal penalties and/or disciplinary action, including termination of the contract or dismissal.

I understand that if my service ends before the end of the project, I must continue to keep confidential all project information which has been made available to me as part of my duties and participation with the project. I agree to follow any instruction provided by CSD relating to the confidentiality of the project information.

**WHEREAS** the parties hereto desire to engage in discussions related to, and may enter into, one or more business transactions (the “Subject Matter”).

**WHEREAS** it is contemplated that such discussions and any business transactions entered into in connection therewith will require the disclosure by CSD to Contractor of confidential information (as hereinafter defined).

**WHEREAS**, both parties recognize the value of the confidential information and agree it is in their mutual interests to maintain the confidential, proprietary, and secret nature of the confidential information.

**NOW, THEREFORE**, in consideration of the above premises, and in further consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**1. CONFIDENTIAL INFORMATION**

Confidential information shall include, but not be limited to documents, records, information and data (whether in verbal, electronic or written form), drawings, models, apparatus, sketches, designs, schedules, product plans, marketing plans, technical procedures, manufacturing

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processes, analyses, compilations, studies, software, prototypes, samples, formulas, methodologies, formulations, patent applications, know-how, experimental results, specifications and other business information, relating to CSD's business, assets, operations or contracts, furnished to Contractor and/or Contractor's affiliates, employees, officers, owners, agents, consultants or representatives hereinafter referred to collectively as "Contractor", in the course of their work contemplated in this Conflict of Interest/Non-Disclosure Statement, regardless of whether such confidential information has been expressly designated as confidential or proprietary. Confidential information also includes all analyses, compilations, work product, studies and other data or material prepared by or in the possession or control of the Contractor, which contain, include, refer to or otherwise reflect or are generated from any confidential information. Contractor acknowledges that no representation or warranty, express or implied, has been or is made by or on behalf of CSD as to the accuracy or completeness of any of the confidential information furnished to the Contractor.

**2. FORM OF DISCLOSURE**

Confidential information may be written, electronic, oral, or by demonstration, or in some other form not permanently recorded, and shall be considered confidential information regardless of whether such information has been expressly designated as confidential or proprietary.

**3. PERIOD OF CONFIDENTIALITY AND NON-USE**

Contractor shall maintain in strict confidence for a period of five (5) years from the Effective Date of this Conflict of Interest/Non-Disclosure Statement and not disclose any confidential information it receives from CSD to any third party or use the confidential information for its own or any other party's benefit, except in furtherance of its obligations to CSD pursuant to any business transaction it may enter with CSD. Contractor shall use, as a minimum, the same degree of care to avoid disclosure or use of the confidential information as it employs with respect to its own confidential, proprietary, and secret information of like importance, but in any case, using no less than a reasonable degree of care. Contractor shall limit access to all confidential information to only those of Contractor's personnel, agents and representatives who need to know such information for carrying out Contractor's obligations to CSD pursuant to any business transaction with CSD, and the confidential information will be used only for carrying out Contractor's obligations to CSD pursuant to any business transaction it may enter into with CSD. Contractor shall insure those who are given access to the confidential information by or on behalf of Contractor shall be bound by and shall comply with the terms of this Conflict of Interest/Non-Disclosure Statement.

**4. EXCLUSIONS**

Information shall not be deemed confidential information, and Contractor shall have no obligation of confidentiality or restriction against use with respect to any information which:

4.1. was known, in the possession of and documented by Contractor through no wrongful act of Contractor prior to CSD's disclosure of such information to Contractor; or

4.2. is or becomes publicly known through no act or omission of Contractor and/or through no breach of any obligation to CSD; or

4.3. is rightfully received from an independent third party who is not subject to restrictions on the use and disclosure of such information in favor of CSD; or

4.4. is approved for release by written authorization from CSD; provided that, unless notice of said prior knowledge and possession or receipt from a third party is given to CSD within thirty (30) days of receipt of the information from CSD or from a third party, respectively, it shall be conclusively presumed that the said information was not previously in the Contractor's knowledge and possession or received from a third party.

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**5. DISCLOSURES REQUIRED BY LAW**

In the event Contractor is requested or required by a government or court order, or similar process, to disclose any confidential information supplied to it by CSD, Contractor shall provide CSD with prompt notice of such request so that CSD may seek an appropriate protective order and/or waive Contractor's compliance with the provisions of this Conflict of Interest/Non-Disclosure Statement.

**6. INDEMNIFICATION**

Contractor shall reimburse, indemnify and hold harmless CSD and its employees, officers, directors, agents and representatives from any damage, loss, penalty, cost or expense incurred by Contractor as a result of or in connection with the use or disclosure of the confidential information contrary to the terms of this Conflict of Interest/Non-Disclosure Statement by Contractor or any others to whom such confidential information has been disclosed by any such persons or entities which directly or indirectly control, are controlled by, or are in common control with such party to this Conflict of Interest/Non-Disclosure Statement. As used herein, the term "control" shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through of securities, by contract or otherwise).

**7. NO PUBLIC COMMENT**

Contractor shall not directly or indirectly make any public comment, statement, or communication with respect to, or otherwise disclose or permit the disclosure to any third party of any confidential information or of any matter relating to the Subject Matter or purpose or any transactions contemplated by the parties in connection therewith, without the prior written consent of CSD.

**8. NOTICE OF UNAUTHORIZED USE OR DISCLOSURE**

Contractor shall notify CSD immediately upon discovery of any unauthorized use or disclosure of confidential information or any other breach of this Conflict of Interest/Non-Disclosure Statement by Contractor or any third party and will cooperate with CSD in every reasonable way to help CSD regain possession of the confidential information and prevent its further unauthorized use or disclosure.

**9. OWNERSHIP AND RETURN OF CONFIDENTIAL INFORMATION**

All confidential information disclosed to Contractor shall remain the exclusive property of CSD. Within ten (10) days after CSD's written request, or upon expiration of this Conflict of Interest/Non-Disclosure Statement, Contractor shall promptly return all confidential information (including all originals, copies, reproductions, and summaries of such confidential information), or destroy the confidential information (including all originals, copies, reproductions, and summaries of such confidential information).

**10. NO LICENSE**

Nothing contained in this Conflict of Interest/Non-Disclosure Statement shall be construed as granting or conferring to Contractor any rights or license or otherwise, either expressly or by implication to any confidential information disclosed by CSD to Contractor as a result of this Conflict of Interest/Non-Disclosure Statement, including, without limitation, rights or license under any present or future patent, patent application, copyright, trademark, service mark, trade secret or other proprietary information owned, licensed or controlled by CSD.

**11. SURVIVAL**

Contractor's obligations of confidentiality and non-disclosure pursuant to the terms of this Conflict of Interest/Non-Disclosure Statement shall survive until all confidential information has been returned to CSD or destroyed and the destruction thereof has been certified to CSD in writing.

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**12. RELATIONSHIP**
This Conflict of Interest/Non-Disclosure Statement shall not be construed as a joint venture, pooling arrangement, partnership, teaming effort or agency arrangement. The Contractor, unless otherwise stated in a separate Conflict of Interest/Non-Disclosure Statement, shall have no ownership interest whatsoever in the confidential information being handed over to them.

**13. NO WAIVER**
Neither party waives any rights in invention or development lawfully possessed by it at the time of signing this Conflict of Interest/Non-Disclosure Statement. In addition, this Conflict of Interest/Non-Disclosure Statement does not imply any waiver of any rights or action under the patent, trademark, copyright, trade secret, unfair competition, fair trade, or related laws. Failure to enforce any provision of this Conflict of Interest/Non-Disclosure Statement shall not constitute a waiver of that provision, or any other provision hereof.

**14. BINDING CONFLICT OF INTEREST/NON-DISCLOSURE STATEMENT**
This Conflict of Interest/Non-Disclosure Statement shall be binding upon Contractor and its subsidiaries, successors, assigns, legal representatives, and all corporations controlling Contractor or controlled by Contractor and shall inure to the benefit of CSD and its subsidiaries, successors, legal representatives, and all agencies controlling CSD or controlled by CSD.

**15. INJUNCTIVE RELIEF**
Contractor understands and agrees that any use or dissemination of confidential information in violation of this Conflict of Interest/Non-Disclosure Statement will cause CSD irreparable harm, and that monetary damages may not be a sufficient remedy for unauthorized use or disclosure of confidential information, and that CSD may be left with no adequate remedy at law; therefore, CSD shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction. Such remedies shall not be deemed to be the exclusive remedy for any breach of this Conflict of Interest/Non-Disclosure Statement but shall be in addition to all other remedies available at law or in equity.

**16. GOVERNING LAW**
This Conflict of Interest/Non-Disclosure Statement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflict or choice of laws, and Contractor consents to venue and jurisdiction in and by the state and federal courts in the jurisdiction of the CSD.

**17. ASSIGNMENT**
This Conflict of Interest/Non-Disclosure Statement may not be assigned by Contractor without the prior written consent of CSD.

**18. ENTIRE CONFLICT OF INTEREST/NON-DISCLOSURE STATEMENT**
This Conflict of Interest/Non-Disclosure Statement contains the entire understanding between the parties relative to the protection of confidential information and supersedes all prior and collateral communications, reports, and understanding between the parties in respect thereto. No change, modification, alteration, or addition to any provision shall be binding unless it is in writing and signed by an authorized representative of both parties.

**19. SEVERABILITY**
If a court of competent jurisdiction makes a final determination that any provision of this Conflict of Interest/Non-Disclosure Statement (or any portion thereof) is invalid, illegal or unenforceable for any reason whatsoever, and all rights to appeal the determination have been exhausted or the period of time during which any appeal of the determination may be perfected has been exhausted, (I) the validity, legality, and enforceability of the remaining provisions of this Conflict of Interest/Non-Disclosure Statement shall not in any way be affected or impaired thereby; and

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(ii) to the fullest extent possible, the provisions of this Conflict of Interest/Non-Disclosure Statement shall be construed so as to give effect to the intent manifested by the provisions held invalid, illegal or unenforceable.

**20. HEADINGS**
The headings in this Conflict of Interest/Non-Disclosure Statement are for reference purposes only and shall not limit or otherwise affect the meaning of the provisions.

**21. COUNTERPARTS**
This Conflict of Interest/Non-Disclosure Statement may be executed in one or more counterparts including signing a facsimile copy. Each counterpart shall be deemed an original and all counterparts together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized representatives to execute this Conflict of Interest/Non-Disclosure Statement as of the dates written below. The Contractor has read and understands the Conflict of Interest/Non-Disclosure Statement and by signing below, agrees to comply with all the provisions contained therein.

| | |
|---|---|
| _____ | _____ |
| CSD Representative Name | Contractor Representative Name |
| _____ | _____ |
| Title | Title |
| _____ | _____ |
| CSD Signature | Contractor Signature |
| _____ | _____ |
| Date | Date |

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# Local Service Provider Security Addendum

## Addendum B

Whereas the Local Service Provider (LSP) desires to enter into this Security Addendum to the Contract Agreement with the Department of Community Services and Development (CSD); now, therefore, for consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The following shall be inserted as Addendum A of the Contract Agreement. Protection of personal data where the LSP processes personal data on behalf of CSD in connection with the performance of this Contract Agreement, it shall:
    a. process such personal data in accordance with all applicable state and federal and regulations and CSD information security policies, only for purposes reasonably necessary for the performance of its obligations under this Contract Agreement and in accordance with the documented written instructions of CSD.
    b. treat such personal data as confidential information of CSD.
    c. where such personal data is collected by the LSP, not transfer such personal data to any location outside the LSP (except to CSD).
    d. considering the state of the art, the costs of implementation and the nature, scope, context, and purposes of the data processing as well as the likelihood and severity of any risk, implement appropriate technical and organizational measures to protect such personal and confidential data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure, or access. Without limitation to the foregoing, such measures shall comply with prevailing industry standards but in no case consist of less than reasonable care.
    e. co-operate fully with CSD to enable it to adequately discharge its responsibility under applicable laws (including assisting with data subject access or erasure requests).
    f. immediately notify CSD of any actual or suspected data breach and provide all available information.
    g. not allow any third party to process such personal data on its behalf except with CSD's prior written consent.
    h. delete or (at CSD's choice) deliver to CSD all records of such personal data upon termination of this Agreement or (if earlier) upon the data no longer being required for the purposes referred to in subsection (a) above.
    i. CSD shall have the right, on reasonable notice, to review, inspect and/or audit the LSP's information security program, technical environment and business continuity arrangements and its compliance with the other state and federal requirements.
    j. General Security Controls

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i. Information Security Training - LSP shall instruct all employees, agents, and subcontractors with access to the CSD Confidential, Sensitive and Personal (CSP) regarding:
    1. The confidential nature of the information;
    2. The civil and criminal sanctions against unauthorized access, use, or disclosure found in the California Civil Code Section 1798.55, Penal Code Section 502 and other state and federal laws;
    3. CSD procedures for reporting actual or suspected information security incidents - Information Security Incidents and/or Breaches; and
    4. That unauthorized access, use, or disclosure of CSD CSP is grounds for immediate termination of this Agreement with CSD and the LSP and may be subject to penalties, both civil and criminal.

ii. Workstation/Laptop Encryption. All LSP-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CSD CSP must be encrypted using a FIPS 140-2 certified algorithm which is 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the CSD Information Security Office.

iii. Data Encryption. Any CSD CSP shall be encrypted at rest when stored on network file shares or document repositories.

iv. Servers containing unencrypted CSD CSP must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

v. Minimum Necessary. Only the minimum necessary amount of the CSD CSP required to perform necessary business functions may be copied, downloaded, or exported.

vi. Removable Media Devices**.** All electronic files that contain the CSD CSP must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart phone, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128 bit or higher, such as AES.

vii. Antivirus Software. All LSP-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CSD CSP must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

viii. Security Patch Management. To correct known security vulnerabilities, LSP shall install security patches and updates in a timely manner on all LSP-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CSD CSP as appropriate based on LSP's risk assessment of such security patches and updates, the technical requirements of LSP's systems, and the

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vendor's written recommendations. If patches and updates cannot be applied in a timely manner due to hardware or software constraints, mitigating controls will be implemented based upon the results of a risk assessment.

ix. User IDs and Password Controls. All users must be issued a unique username for accessing CSD CSP. LSP's password policy must be based on information security best practices for password length, complexity, and reuse.

x. Data Destruction. Upon termination of the Agreement, all CSD CSP not returned to CSD must be sanitized in accordance with NIST Special Publication 800-88, Guidelines for Media Sanitization.

k. System Security Controls

i. System Timeout. The system providing access to the CSD CSP must provide an automatic timeout, requiring re-authentication of the user session after no more than thirty (30) minutes of inactivity for applications, and fifteen (15) minutes of inactivity for desktops and laptops.

ii. Warning Banners. All systems (servers, desktops, laptops, etc.) containing CSD CSP must display a warning banner at login stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

iii. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CSD CSP, or which alters CSD CSP. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If CSD CSP is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least one (1) year after occurrence.

iv. Access Controls**.** The system must use role-based access controls for all user authentications, enforcing the principle of least privilege.

v. Transmission Encryption. All data transmissions of CSD CSP by LSP outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end-to-end at the network level, or the data files containing CSD CSP can be encrypted. This requirement pertains to any type of CSD CSP in motion such as website access, file transfer, and email.

vi. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting CSD CSP that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

l. Audit Controls

i. System Security Review. All systems processing and/or storing CSD CSP must have at least an annual system risk assessment/security

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review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.

ii. Log Reviews. All systems processing and/or storing CSD CSP must have a routine procedure in place to review system logs for unauthorized access.

iii. Change Control. All systems processing and/or storing CSD CSP must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity, and availability of data.

2.

a. LSP's shall delete all CSD's information within its custody or control, including, but not limited to, completed project data, email addresses and all other personal data processed on behalf of CSD upon the earliest of:

i. termination of this Contract Agreement.

ii. written request by CSD.

iii. the personal data is no longer being required for the performance of the Services.

3. This Information Security Addendum is governed by the Agreement. The terms of this Addendum supersede provisions in the Agreement only to the extent that the terms of this Addendum and the Agreement expressly conflict. However, nothing in this Addendum should be interpreted as invalidating the Agreement, and provisions of the Agreement will continue to govern relations between the Parties insofar as they do not expressly conflict with this Addendum A. This Addendum may be executed in counterparts and by facsimile, each of which shall be deemed an original and both of which shall constitute one and the same document.

4. IN WITNESS WHEREOF, the Parties have executed this Addendum (as of date first written).

Information owned by the California Department of Community Services and Development (CSD) including but not limited to information systems, files and data, laptops and tablets, smartphones, and removable storage devices are strategic assets intended for official business use and are entrusted to state personnel in the performance of their job-related duties.

Inappropriate use of CSD information and assets could negatively affect the confidentiality, integrity, or availability of the data, information systems, or other information assets of CSD or the State of California. Consequently, it is important for all CSD employees and affiliates to access and utilize information assets in a responsible, ethical, and legal manner that safeguards the data and information. Additionally, the appropriate use of information assets benefits the State and CSD by strengthening the

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protection of its personnel and business partners from illegal or potentially damaging activities.

The scope of this policy extends to all information and assets owned or operated by the CSD and to all employees or affiliates authorized to use these assets.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



# SUBVENTION CONTRACT

## Contents

**PREAMBLE 1**
**ARTICLE 1 -SCOPE OF WORK..... 1**
1.1 General..... 1
1.2 Service Area..... 1
1.3 Term and Amount of Contract..... 2
1.4 Service Area Expenditure Requirements..... 2
1.5 Program Authorities – Requirements, Standards and Guidance..... 2
1.6 Duplication of Services..... 5
**ARTICLE 2 -CONTRACT ADMINISTRATION AND PROCEDURE..... 6**
2.1 State Contracting Requirements – "General Terms and Conditions, GTC 04/2017"..... 6
2.2 Contractor's Option of Termination..... 6
2.3 Budget Contingencies..... 6
2.4 Miscellaneous Provisions..... 8
**ARTICLE 3 -CONTRACT CHANGES..... 9**
3.1 Amendment..... 9
3.2 Minor Modifications..... 9
**ARTICLE 4 -ADMINISTRATIVE POLICIES AND PROCEDURES..... 10**
4.1 Board Roster, By Laws, Resolution, and Minutes..... 10
4.2 Internal Controls Requirements..... 10
4.3 Record Retention Requirements..... 11
4.4 Insurance and Fidelity Bond..... 11
4.5 System Security Requirements..... 14
4.6 Travel and per diem..... 16
4.7 Conflict of Interest..... 17
4.8 Procurement Standards..... 18
4.9 Use and Disposition of Vehicles and Equipment..... 20
4.10 Subcontracts..... 20
4.11 Complaint Management Policies and Procedures..... 22
4.12 Fair Hearing Process for Applications for Denial of Benefits by Contractor..... 22
4.13 Fraud, Waste, and Abuse..... 23

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



## SUBVENTION CONTRACT

**ARTICLE 5 - ADMINISTRATIVE AND PROGRAM EXPENDITURES REQUIREMENTS ..... 24**
5.1 Budget Guidelines ..... 24
5.2 Utility Assistance Expenditure Requirements ..... 25
5.3 Working Capital Advance and Major Purchase Advances ..... 26
5.4 Program Income ..... 28
5.5 Wood, Propane and Oil Returned Payments ..... 29
5.6 Allowable Costs ..... 30
5.7 Service Area Expenditures Requirements ..... 36
5.8 Reimbursement Guidelines ..... 38
**ARTICLE 6 - REPORTING POLICIES AND PROCEDURES ..... 50**
6.1 Reporting Requirements ..... 50
**ARTICLE 7 - PROGRAM POLICIES AND PROCEDURES ..... 54**
7.1 LIHEAP Agency Local Plan ..... 54
7.2 Program Standards and Regulatory Requirements ..... 54
7.3 Prioritization of Services ..... 56
7.4 Service Priority Guidelines ..... 57
7.5 Outreach and Intake Activity Guidelines ..... 57
7.6 Assurance 16 Activity Guidelines ..... 59
7.7 Leveraging Activities ..... 61
7.8 Record-Keeping Responsibilities ..... 62
**ARTICLE 8 - PROGRAM IMPLEMENTATION ..... 69**
8.1 HEAP/WPO Activity Guidelines ..... 69
8.2 Weatherization Activity Guidelines ..... 70
8.3 Energy Crisis Intervention Program (ECIP) Services Activity Guidelines ..... 82
8.4 ECIP Fast Track and HEAP Electric and Gas Pledge Guidelines ..... 88
8.5 SWEATS Activity Guidelines ..... 88
8.6 Quality Assurance ..... 89
**ARTICLE 9 - TRAINING, LICENSING AND CERTIFICATIONS ..... 94**
9.1 Training Requirements ..... 94
9.2 Contractor Licensing ..... 97
9.3 Special Licensing - Weatherization ..... 97
9.4 Environmental Protection Agency (EPA) Certifications ..... 98
9.5 Mandatory Training ..... 98
**ARTICLE 10 - COMPLIANCE POLICIES AND PROCEDURES ..... 99**

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



10.1 Right to Monitor, Audit, and Investigate ..... 99
10.2 Auditing Standards and Reports ..... 99
10.3 Compliance Monitoring ..... 102
10.4 Enforcement Process - Noncompliance with Requirement of this Contract ..... 105
10.5 Service Delivery and Expenditure Requirements ..... 111
**ARTICLE 11 - FEDERAL AND STATE POLICY PROVISIONS ..... 114**
11.1 Certifications ..... 114
11.2 Provisions for Federally Funded Grants ..... 115
11.3 Federal Certifications Regarding Debarment, Suspension, and Related Matters 116
11.4 Affirmative Action Compliance ..... 118
11.5 Nondiscrimination Compliance ..... 118
11.6 Contractor Fair Hearing - Civil Rights Act Violation ..... 118
11.7 Specific Assurances ..... 119
**ARTICLE 12 - GENERAL TERMS AND CONDITIONS GTC 04/2017 ..... 121**
**ARTICLE 13 - DEFINITIONS ..... 122**
**ARTICLE 14 - TABLE OF FORMS AND DOCUMENTS INCORPORATED BY REFERENCE ..... 132**
14.1 Forms to be returned with signed contract: ..... 132
14.2 The following documents are hereby incorporated by this reference: ..... 132
14.3 The following CPA's and CPN's are hereby incorporated by reference: ..... 132

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



# SUBVENTION CONTRACT

## PREAMBLE

This subvention contract, for the implementation of the Low-Income Home Energy Assistance Program (LIHEAP) in program year 2023 ("Contract"), is entered into between the Department of Community Services and Development ("CSD" or "Department") and the contractor named on Form STD. 213, the face sheet of this document ("Contractor") and shall be enforceable on the date last signed.

NOW THEREFORE, in consideration of the promises and of the mutual agreements and covenants hereinafter set forth, CSD and Contractor hereby agree as follows:

## ARTICLE 1 - SCOPE OF WORK

### 1.1 General

1.1.1 Contractor shall provide Weatherization (WX) assistance, Home Energy Assistance Program (HEAP) assistance, and Energy Crisis Intervention Program (ECIP) assistance to eligible participants residing in the service area described in Section 1.2, pursuant to all applicable federal and state statutes and regulations, including the Low-Income Home Energy Assistance Act of 1981 (42 USC §§ 8621 et seq., as amended) (the Act) and California Government Code Section 16367.5 et seq., as amended. Contractor shall provide crisis services and activities to the low-income community within its service area through at least March 15, 2023. Contractor shall administer LIHEAP services to eligible low-income households in accordance with both need and the Contractor's service delivery plan approved by CSD. Contractor shall ensure that the highest level of assistance will be furnished to those households which have the lowest incomes and the highest energy costs or needs in relation to income, and that the services and activities funded by this Contract shall also meet all other assurances specified in Section 8624 of the Act.

1.1.2 The LIHEAP Catalog of Federal Domestic Assistance number is 93.568. The award is fully funded through the United States Department of Health and Human Services (HHS).

### 1.2 Service Area

1.2.1 The services shall be performed in the Service Territory comprised of the following service area(s):

The 2023 LIHEAP Contract Numbers, Contractors, and Service Territories listing may be accessed at under the Supporting Documents section at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx.

1.2.2 Contractors that provide services in Los Angeles and San Diego counties shall refer to the ZIP Codes listing located at under the Supporting Documents section

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx to determine the zip codes for their respective area.

### 1.3 Term and Amount of Contract

1.3.1 The term of this Contract shall be for the period represented on the face sheet (Form STD 213). Contractor shall perform all work under this contract prior to, or up to December 31, 2023, in accordance with Article 10.5 section 10.5.2, regardless of the contract term end date.

1.3.2 The contract amount as represented on Form STD. 213 consists of Contractor's total allocation to include the "Direct Services" and "Utility Assistance" portions attributable to Contractor's service area(s).

1.3.3 Direct Services and Utility Assistance funding, as defined in Article 13, Definitions, that are allocated to Contractor, shall be expended, reported and accounted for in accordance with the provisions of this Contract.

### 1.4 Service Area Expenditure Requirements

Contractor shall be subject to special expenditure requirements as provided in Article 5, Section 5.7 of the Contract, if any of the following pertain:

1.4.1 This Contract involves funding for LIHEAP services provided by Contractor in multiple counties or service areas; or

1.4.2 Contractor has additional contracts with CSD for the provision of LIHEAP or United States Department of Energy, Weatherization Assistance Program (DOE WAP) services in counties or service areas other than the county or service area to which this Contract applies.

### 1.5 Program Authorities – Requirements, Standards and Guidance

1.5.1 All services and activities are to be provided in accordance with applicable federal, state, and local laws and regulations, which may be amended from time to time, including but not limited to, the following:

1.5.1.1 The Low-Income Home Energy Assistance Act of 1981 (42 USC §§ 8621 et seq.), and the Low-Income Home Energy Assistance Program regulations (45 CFR Part 96, Subpart H);

1.5.1.2 The California Government Code (Cal. Gov. Code) §§ 16367.5 et seq., as amended, and Low-Income Home Energy Assistance Program Regulations (Title 22 of the California Code of Regulations (CCR) §§ 100800 et seq.); and

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



1.5.1.3 The Single Audit Act (31 USC §§ 7501 et seq.), and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

1.5.2 *Conflict of Laws.* Contractor shall comply with all of the requirements, standards, and guidelines contained in the authorities listed below, as they may be amended from time to time, regarding procurement, administrative, and other costs claimed under this Contract, including those costs incurred pursuant to subcontracts executed by Contractor, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the requirements, standards, or guidelines in this Contract directly conflict with any State law or regulation at Government Code §§16367.5 et seq. or 22 CCR §§100800 et seq., or any provision of this Contract, then federal law or regulation or provision shall take precedence, and then state law; unless, under specified circumstances, a provision of federal law applicable to block grants, such as 45 CFR § 96.30, allows for the application of state law.

1.5.2.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75); and

1.5.2.2 Contractor further agrees to abide by all requirements in California Contractor Certification Clauses 04/2017 (CCC-04/2017).

1.5.3 CSD shall provide Contractor with specific program guidance which shall be binding on the Contractor as a condition of the Contractor's participation in LIHEAP, and as a condition of receipt of funds under the program, PROVIDED:

1.5.3.1 That such guidance shall be issued by CSD in writing in the form of "CSD Program Notice (CPN) No. XX-XX" posted at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx;

1.5.3.2 That such guidance shall be issued by CSD in writing in the form of "CSD Program Advisory (CPA) No. XX-XX posted at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx;

1.5.3.3 That such guidance shall be issued by CSD in the most timely and expeditious manner practicable;

1.5.3.4 That such guidance shall be reasonably necessary to realize the purposes of LIHEAP;

1.5.3.5 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

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either the Contractor or CSD shall be subject to an amendment to this Contract;

1.5.3.6 Contractor shall notify CSD within 10 business days of issuance of a CPN or CPA, if Contractor is unable to fulfill its obligations under the new guidance;

1.5.3.7 That the parties' failure to execute a mutually acceptable amendment or CPN or CPA, as contemplated in subsection 1.5.3.5 and 1.5.3.6, in a reasonable period of time, shall result in this Contract being without force and effect subject only to such provisions contained herein as are intended to survive the Contract in accordance with the express and implied provisions of applicable federal and state law; and

1.5.3.8 That upon CSD's good faith determination, delivered to the Contractor by written notice that this Contract between the parties to any necessary amendment CPN, or CPA as contemplated in subsection 1.5.3.5 and 1.5.3.6 cannot be achieved, then this Contract shall be "closed out" and the funds disposed in accordance with established CSD procedure and policy and as required under federal and state law.

1.5.4 The federal and state laws, regulations and other authorities referenced in this Section are hereby incorporated by reference into this Contract. Copies may be accessed for reference at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

1.5.5 Contract Elements Integral to Contract and Enforceability Conditions

1.5.5.1 Contractor shall provide the following documents, satisfactory to CSD in form and substance, together with an executed copy of this Contract before CSD executes and returns the Contract to Contractor for implementation:

1.5.5.1.1 Federal Funding Accountability and Transparency Act Report (CSD 279);

1.5.5.1.2 Certification Regarding Lobbying/Disclosure of Lobbying Activities;

1.5.5.1.3 Contractor Certification Clauses (CCC-04/2017);

1.5.5.1.4 Current Insurance or Self-Insurance Authority Certification;

1.5.5.1.5 Board Resolution authorizing execution of this Contract;

1.5.5.1.6 Agency Local Plan (referenced in Article 7.1);

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1.5.5.1.7 LIHEAP Production Plan (CSD 622) (referenced in Article 5.7); and

1.5.5.1.8 Agency Staff and Board Roster (CSD 188).

1.5.5.2 The Agency Local Plan and forms must be completed by Contractor before CSD will execute the Contract and Contractor is authorized to commence work. CSD may execute this Contract pending its review and final approval of Contractor's submission, provided Contractor acts in good faith to rectify any outstanding issues associated with the documents submitted pursuant to Section 1.5.5.1. All documents submitted pursuant to Section 1.5.5.1 shall become part of this Contract.

1.5.6 Contractor's signature shall constitute a certification that to the best of Contractor's ability and knowledge it will, unless exempted, comply with the provisions set forth in Article 11, Section 11.1, "Certifications" of this Contract.

## 1.6 Duplication of Services

Dwellings that have received Low Income Weatherization Program (LIWP) funded energy efficiency measures do not qualify for additional energy efficiency measures under this Contract, except for the following:

1.6.1 Assessment and installation of Health and Safety measures not installed through LIWP;

1.6.2 Reweatherization in accordance with LIHEAP requirements;

1.6.3 Call-backs in accordance with LIHEAP requirements; or

1.6.4 Emergency Heating and Cooling Services in accordance with the LIHEAP requirements.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9





## ARTICLE 2 - CONTRACT ADMINISTRATION AND PROCEDURE

### 2.1 State Contracting Requirements – "General Terms and Conditions, GTC 04/2017"

In accordance with State contracting requirements, specified contracting terms and conditions are made a part of this Contract. The provisions in their entirety are found in Article 12 of this Contract and are fully binding on the parties in accordance with state law.

### 2.2 Contractor's Option of Termination

2.2.1 Notwithstanding the provisions of Section 1.5.3, Contractor may, at Contractor's sole option, elect to terminate this Contract rather than adhere to the procedures set out in Section 1.5.3, should Contractor determine that any subsequent program guidance or proposed amendment to the Contract is unjustifiably onerous or otherwise counter to Contractor's legitimate business interests and ability to implement the Contract in an effective and reasonable manner, PROVIDED:

2.2.1.1 The notice of termination is in writing, delivered by U.S. Certified Mail, Return Receipt Requested, and will be effective 30 calendar days after receipt by CSD; and

2.2.1.2 The notice contains a statement of the reasons for termination with reference to the specific provision(s) in the program guidance or proposed amendment in question.

2.2.2 Contractor shall be entitled to reimbursement for all allowable costs incurred prior to termination of the contract. Such reimbursement shall be in accordance with the program guidance and contract provisions in effect at the time the cost was incurred.

2.2.3 Contractor shall, within 60 calendar days of termination, close-out the contract in accordance with contractual close-out procedures.

2.2.4 CSD may at its option procure a temporary replacement provider, and may at its option, designate a permanent replacement provider for Contractor's service area in accordance with federal and state law.

### 2.3 Budget Contingencies

2.3.1 Federal Budget Contingency

2.3.1.1 Because of uncertainty in the federal budget process, this Contract may be executed before the availability and amounts of federal funding can be ascertained, in order to minimize delays in the provision of services and the distribution of funds. The obligations of the parties under this Contract

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are expressly contingent on adequate funding being made available to CSD by the United States government.

2.3.1.2 If federal funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, CSD shall at its sole discretion have the option either to terminate this Contract upon written notice to Contractor or, in the alternative, to offer an amendment addressing the reduced funding. If the parties fail to reach an agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract close-out obligations and final settlement.

2.3.1.3 If federal funding authorities condition funding on any obligations, restrictions, limitations, or conditions not in existence when this Contract was executed, this Contract shall be amended by mutual agreement for compliance with such obligations, restrictions, limitations or conditions. Failure of the parties to reach an agreement on such amendment shall render this Contract without force and effect.

2.3.1.4 Subject to the provisions of subsection 2.3.1.2, CSD shall authorize expenditures of funds under this Contract based on any Continuing Resolution appropriations that are adequate for the purpose. CSD shall notify the Contractor in writing of authorized interval funding levels.

2.3.2 State Budget Contingency

2.3.2.1 If funds are not appropriated for implementation of LIHEAP through the State budget process or otherwise, whether in the current year and/or any subsequent year covered by this Contract, this Contract shall be of no further force and effect. Upon written notice to Contractor by CSD that no funds are available for contract implementation, the Contract shall be terminated, and CSD shall have no obligation to pay Contractor or to furnish other consideration under this Contract and Contractor shall not be obligated for performance.

2.3.2.2 If program funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, CSD shall at its sole discretion have the option either to terminate this Contract upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach an agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract close-out obligations and final settlement.

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## 2.4 Miscellaneous Provisions

2.4.1 Assignment. Neither this Contract nor any of the rights, interests, or obligations under this Contract shall be assigned by any party without the prior written consent of the other parties, except in the case where responsibility for program implementation and oversight may be transferred by CSD to another State agency. In the event of such transfer, this Contract is binding on the agency to which the program is assigned.

2.4.2 Merger/Entire Contract. This Contract (including the attachments, documents and instruments referred to in this Contract) constitutes the entire Contract and understanding of the parties with respect to the subject matter of this Contract and supersedes all prior understandings and contracts, whether written or oral, among the parties with respect to such subject matter.

2.4.3 Severability. If any provision of this Contract is found to be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Contract will not be in any way impaired and shall remain in full force and effect.

2.4.4 Notices. Unless otherwise provided herein, notice given by the parties shall be in writing, delivered personally, by United States mail, or by overnight delivery service (with confirmation). Certain reporting and other communications may be delivered electronically as specified by CSD or as is customary between the parties. Notice shall be delivered as follows:

2.4.4.1 To Contractor’s address of record; and

2.4.4.2 To CSD at:
Department of Community Services and Development
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9





# ADMINISTRATIVE REQUIREMENTS

## ARTICLE 3 - CONTRACT CHANGES

### 3.1 Amendment

3.1.1 Changes to this Contract shall be made by formal amendment with exceptions specified in Article 1 subsection 1.5.3 and in Section 3.2, below.

3.1.2 Contractor shall notify CSD in writing when any proposed amendment or change will significantly impact Contractor's Program Budget and/or Operations. CSD will afford Contractor a reasonable opportunity and sufficient time in which to phase-in the mandated change.

### 3.2 Minor Modifications

3.2.1 Contractor may request modifications to make minor adjustments during the contract term. Minor Modifications shall not affect the Maximum Amount payable under this Contract.

3.2.2 Minor Modifications shall not alter the maximum limits established for specific budget line items, e.g., administrative costs, Assurance 16, intake, outreach, and training and technical assistance costs, except as otherwise provided herein.

3.2.3 Allowable modifications to this Contract include the minor budget modifications and expenditure requirements, specified in Article 5.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



## ARTICLE 4 - ADMINISTRATIVE POLICIES AND PROCEDURES

### 4.1 Board Roster, By Laws, Resolution, and Minutes

4.1.1 Contractor shall submit to CSD an Agency Staff and Board Roster form (CSD 188) listing the current Agency Staff and roster of members of its governing board, including contact information for each board member at a location other than the Contractor's offices, and the most recent version of the organizational bylaws. Contractor is responsible to notify CSD of any changes to the Executive Director, Program Manager, Chief Financial Officer and board roster within 30 calendar days of such occurrence.

4.1.2 Contractor's governing board must authorize the execution of this Contract. Contractor has the option of demonstrating such authority by the signature of a Board member, affixed to the signature page of this Contract, or by any lawful delegation of such authority that is consistent with Contractor's bylaws.

4.1.3 Where Contractor elects to delegate the signing authority to the chief executive officer or designated officials, CSD will accept either a resolution specific to this Contract or a resolution passed by the governing board that applies to any contract entered into by Contractor. Where Contractor provides a general resolution, Contractor shall maintain documentation that the chief executive officer provided timely and effective communication of the execution and terms of this Contract to the Board. Either a specific or current general resolution must be on file with CSD before execution of this Contract by CSD.

4.1.4 If the Contractor's board is both tripartite and advisory to the elected members governing a local government, the Contractor shall submit to CSD the approved minutes from any meeting of the elected officials where matters relating to this Contract are heard, including but not limited to discussions about or decisions affecting LIHEAP. Such minutes shall be submitted to CSD no later than 30 calendar days after the related meeting.

### 4.2 Internal Controls Requirements

Contractor shall ensure the establishment and maintenance of a system of internal accounting and administrative control. This responsibility includes documenting the system, communicating system requirements to employees, and assuring that the system is functioning as prescribed and is modified, as appropriate, for changes in conditions. The system of internal accounting and administrative control shall be attested to within the Contractor's independent audit conducted pursuant to this Contract and shall include:

4.2.1 Segregation of duties appropriate to safeguard state assets;

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4.2.2 Limited access to agency assets to authorized personnel who require these assets in the performance of their assigned duties;

4.2.3 Authorization and recordkeeping procedures adequate to provide effective accounting controls over assets, liabilities, revenues, and expenditures;

4.2.4 Established practices to be followed in the performance of duties and functions;

4.2.5 Personnel of a quality commensurate with their responsibilities; and

4.2.6 Effective internal reviews.

## 4.3 Record Retention Requirements

4.3.1 All records maintained by Contractor shall meet the requirements contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

4.3.2 Contractor shall maintain all records pertaining to this Contract for a minimum period of three years after submission of the final report or until resolution of all related audit or monitoring findings, enforcement actions, including cost disallowance, legal proceedings or other pending matters, whichever is later.

4.3.3 Contractor shall retain and secure all employee and client/applicant records and information in compliance with the Federal Privacy Act of 1974, as amended (5 USC § 552a) and Information Practices Act of 1977, as amended (Civ. Code §§ 1798 et seq.).

4.3.4 To the extent Contractor maintains records in an electronic format, Contractor shall ensure that all records are "backed-up" or copied, utilizing appropriate, secure technology and operational procedures in order to avoid unauthorized access, permanent loss or destruction, occasioned by theft, accident, willful acts or negligence, or by fire, flood, earthquake or other natural disaster.

## 4.4 Insurance and Fidelity Bond

4.4.1 General Requirements

4.4.1.1 Contractor agrees that the required insurance policies and bonds, specified below, shall be in effect at all times during the term of this Contract.

4.4.1.2 Contractor shall provide CSD with written notice at least 30 calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Contract and, prior to any lapse or reduction in coverage, provide CSD with documentation, as specified in subsection

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



4.4.1.3, showing substitute coverage has been obtained or alternative measures have been taken to ensure compliance with the requirements of this Contract.

4.4.1.3 In the event insurance coverage expires during the term of this Contract Contractor agrees to provide within 30 calendar days of the expiration date, a new Certificate of Insurance (ACORD 25) for not less than the remainder of the term of this Contract. The new Certificate of Insurance (ACORD 25) shall evidence no lapse in coverage. The Certificate of Insurance (ACORD 25) shall identify and name CSD as the Certificate Holder.

4.4.1.4 New Certificates of Insurance are subject to review for content and form by CSD.

4.4.1.5 In the event Contractor fails to keep in effect at all times the specified insurance and bond coverage as herein provided, CSD may, in addition to any other remedies it may have, suspend this Contract.

4.4.1.6 With the exception of workers' compensation and fidelity bond, CSD shall be named as an additional insured on all certificates of insurance required under this Contract.

4.4.1.7 The issuance of other CSD contracts, as well as reimbursement payments, to the Contractor may be suspended until evidence of the required current insurance coverage has been submitted to CSD.

4.4.1.8 Should Contractor utilize a subcontractor(s) to provide services under this Contract, Contractor shall indemnify and hold CSD harmless against any liability incurred by that subcontractor(s).

4.4.2 Self-Insurance

4.4.2.1 When Contractor is a self-insured governmental entity, CSD, upon receipt of satisfactory proof of the entity's self-insurance authority, may waive the insurance requirements. A duly authorized county or city risk manager shall provide signed certification of the governmental entity's ability to cover any potential losses under this Contract.

4.4.2.2 Governmental contractors shall specify in writing a list of which coverage(s) will be self-insured under this Contract and shall list all applicable policy numbers, expiration dates, and coverage amounts for coverage which is not self-insured.

4.4.2.3 If a governmental contractor's self-insurance coverage does not contain

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



any changes from the prior year, CSD will accept a certified letter signed by authorized personnel, stating that no changes have occurred from the previous year. This letter is due at the time of contract execution or within 30 calendar days of coverage.

4.4.3 Workers' Compensation Insurance

4.4.3.1 During the term of this Contract Contractor shall maintain legally sufficient workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.

4.4.3.2 Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD either a Certificate of Insurance (ACORD 25) or a Certificate of Consent to Self-Insure, issued by the Director of the Department of Industrial Relations, as evidence of compliance with the workers' compensation insurance requirement.

4.4.4 Commercial or Government Crime Coverage (Fidelity Bond)

4.4.4.1 Contractor shall maintain commercial crime coverage. If Contractor is a public entity that elects to self-insure, Contractor shall make provision for adequate coverage to insure against crime risks. The commercial crime policy or government crime self-insurance coverage (hereinafter "fidelity bond") shall include the following coverage or the substantial equivalent: Employee Dishonesty/Theft, Forgery or Alteration, and Computer Fraud.

4.4.4.2 Contractor's fidelity bond coverage limits shall not be less than a minimum amount of 4% of the total contract amount, excluding Utility Services, as set forth under this Contract.

4.4.4.3 Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD an applicable Certificate of Insurance (ACORD 25) as evidence of compliance with the fidelity bond requirement.

4.4.5 General Liability Insurance

4.4.5.1 Contractor shall maintain for the term of this Contract general liability and property damage insurance for a combined single limit of not less than $500,000 per occurrence.

4.4.5.2 Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD an applicable Certificate of Insurance (ACORD 25), designating CSD as an additional insured as evidence of

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compliance with general liability insurance requirements.

4.4.6 Vehicle Insurance

4.4.6.1 Contractor shall maintain for the term of this Contract vehicle insurance in the amount of $500,000 for each person and each accident for bodily injury and in the amount of $500,000 for each person and each accident for property damage.

4.4.6.2 When employees use their own vehicles to perform duties within the scope of their employment, Contractor shall have and maintain for the term of this Contract non-owned and hired-auto liability insurance in the amount of $500,000 for each person and each accident for bodily injury and $500,000 for each person and each accident for property damage. Driving to and from work shall not be considered to be within the scope of employment.

4.4.6.3 Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD an applicable Certificate of Insurance (ACORD 25), designating CSD as an additional insured, to CSD as evidence of compliance with the stated vehicle insurance requirements.

## 4.5 System Security Requirements

Contractor shall, in cooperation with CSD, institute measures, procedures, and protocols designed to ensure the security of data and to protect information in accordance with the Information Practices Act of 1977 (Civ. Code §§1798 et seq.), and such other State and Federal laws and regulations as may apply. In the event there are different system security standards that may be applied to this Article, Contractor shall endeavor to use the strictest security standard that complies with state and federal requirements. The parties hereto agree to the following requirements, obligations, and standards in accordance with regulations set in the State Administrative Manual (SAM) and Statewide Information Management Manual (SIMM):

4.5.1 Data Protection

4.5.1.1 Data exchanged between CSD and Contractor must be limited to the data fields included on Data Transfer Rules (DTR) documents posted at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx. No personal financial information, e.g., credit card, bank account numbers, shall be stored or exchanged in the data exchange sessions.

4.5.1.2 Access to the above-mentioned data included in the DTR must only be given to authorized personnel to complete essential duties. Authorized personnel are to log into these systems using their own assigned

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credentials (i.e., no login account sharing). Upon departure of personnel with assigned credentials, the Contractor will remove the employee's access to the systems as soon as possible.

4.5.1.3 To the extent Contractor utilizes tablet or other internet-based or mobile devices for client intake and application purposes ("Electronic Intake") in lieu of paper forms and documents, Contractor shall comply with all federal and state information security requirements and with such guidance and protocols as CSD may from time to time issue for the purpose of ensuring the integrity of Electronic Intake, including, but not limited to, the use of electronic signatures, data privacy, security, transfer, and retention requirements.

4.5.1.4 Data exchanged between CSD and Contractor via email communication must have all personally identifying information (PII) and other sensitive information redacted before the document is sent. Alternately, Contractor must encrypt any attachments that have sensitive data using encryption tools and configurations as required by CSD.

4.5.2 Contractor Systems Security

4.5.2.1 The physical location of the computing and data storage devices (e.g., servers) shall be within access-controlled facilities. Individual users may not have access to the data except through their systems that are specifically credentialed for Contractor business. All access will be controlled by authentication methods to validate the approved users.

4.5.2.2 Standards for secure transmission may be accomplished through such means as certificates, secure socket layer, etc., and storage of the data with encryption.

4.5.2.3 Both CSD and Contractor shall keep security patches and anti-virus and anti-malware software up to date on all systems on which data may be used.

4.5.2.4 Contractor shall securely destruct data by sanitizing media prior to disposal.

4.5.3 Trusted Behavior Expectations

CSD's application system and users shall protect Contractor's application system/data and the Contractor's application system and users shall protect CSD's application system/data in accordance with the Privacy Act of 1974 (5 USC § 552a), Trade Secrets Act (18 USC § 1905), and the Stored Communications Act (18 USC §§ 2701 et seq.). Technology and systems code and functionality are owned by the respective

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parties and may not be shared with anyone else or used without written consent of the owner.

4.5.4 Incident Reporting

Any party discovering a security incident shall report it in accordance with its incident reporting procedures. Contractor shall, within 24 hours of discovery, report to CSD's Information Security Office at ISO@csd.ca.gov any security incident contemplated herein. Examples include, but are not limited to, stolen or lost equipment, malware/ransomware detection, suspected hacking, etc. Contractor further agrees CSD shall have the right to participate in the investigation of a security incident involving CSD's data, and to cooperate fully with CSD and other relevant State entities during independent investigation of the security incident.

4.5.5 Audit Trail Responsibilities

Both parties are responsible for auditing application processes and user activities. Activities that will be recorded include event type, date and time of event, user identification, workstation identification, success or failure of access attempts, and actions taken by system administrators.

4.5.6 Data Sharing Responsibilities

Contractor shall ensure that all primary and delegated secondary organizations that share, exchange, or use personal, sensitive, or confidential data, pursuant to this Contract and subcontracts issued by Contractor, shall adhere to these security requirements and applicable state and federal law, in addition to further data sharing guidance as may be issued by CSD during the term of this Contract. If data sharing is accomplished via interconnectivity of an application system, then data sharing must be certified to be secure by both parties.

## 4.6 Travel and per diem

4.6.1 Contractor's employee travel costs and per diem reimbursement rates shall be reimbursed in accordance with Contractor's written policies and procedures not to exceed federal per diem requirements and are subject to the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75, including 45 CFR § 75.474).

4.6.2 Contractor shall complete the Out-of-State Travel Form (CSD 536) and keep on file with back up documentation for compliance monitoring. Out-of-State travel is limited to two staff per event, unless otherwise indicated on the Out-of-State-Travel Form CSD 536. Contractor must seek pre-approval, prior to travel, for non-preapproved

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conferences when more than two staff are attending.

4.6.3 In the absence of a written travel reimbursement policy, Contractor shall receive reimbursement rates not to exceed federal per diem limits.

## 4.7 Conflict of Interest

4.7.1 Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts or subcontracts. No employee, officer, or agent of the Contractor shall participate in the selection, award, or administration of a subcontract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or parties to sub-contracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipients.

4.7.2 Contractor shall not pay Federal funds received from CSD to any entity in which it or one of its employees, officers, or 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 the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75, including 45 CFR §§ 75.112 & 75.327).

4.7.3 Contractor shall ensure that its employees and the officers of its governing body do not engage in actual or potential conflicts of interest and that no officer or employee who has responsibility for any activity or function with respect to LIHEAP and the implementation of this Contract shall have any personal financial interest in such activity or function or otherwise personally benefit or gain from the activity or function.

4.7.4 Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

4.7.5 Contractor shall not provide LIHEAP services or benefits in situations where an actual or perceived conflict of interest exists, unless the activity is explicitly allowed under Contractor's conflict of interest policies and procedures that are compliant with

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federal requirements. If Contractor provides program services to owner-occupied or rental dwellings that are owned or managed by the Contractor, its employees, or officers, Contractor shall submit the Property Certification form (CSD 678), in advance of providing weatherization and Energy Heating and Cooling Services (EHCS). Contractor shall ensure that other recipients or potential eligible recipients of services are not prejudiced or adversely affected by the receipt of services by Contractor.

4.7.6 Contractor must demonstrate that it will:

4.7.6.1 Follow all client eligibility and prioritization requirements of the federal and State LIHEAP programs, as applicable to each service or activity;

4.7.6.2 Comply with all dwelling eligibility requirements of this Contract, including but not limited to the prohibition against rent increases after service delivery and multiple dwelling restrictions;

4.7.6.3 Substantiate the need for weatherization and EHCS by completing a dwelling assessment for each individual dwelling unit served; and

4.7.6.4 Consent to any further conditions required by CSD. Failure to obtain prior written approval by CSD may result in costs being disallowed.

## 4.8 Procurement Standards

4.8.1 Contract Administration

4.8.1.1 *Maintenance of written procurement procedures.* Contractor shall administer this Contract in accordance with all federal and state rules and regulations governing LIHEAP block grants pertaining to procurement, including the Code of Federal Regulations' Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards and amendments thereto, consistent with the general Code of Federal Regulations compliance requirement in Section 1.5, Article 1 of this Contract, 45 CFR Part 75, and pursuant to CPA-A-12-01. Contractor shall establish, maintain, and follow written procurement procedures consistent with the procurement standards in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75) or any subsequent amendments to these standards, and the applicable provisions in this Contract, including but not limited to a code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open and free competition.

4.8.1.2 *Eligible Bidders.* Contractor shall not permit any organizational conflicts

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subcontractor performance and eliminate unfair competitive advantage, individuals or firms that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall only award a subcontract to the bidder or offer or whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors relevant to the procurement. Contractor's solicitations shall clearly set forth all requirements that the bidder or offer or must fulfill in order for the bid or offer to be adequately and fairly evaluated by the recipient.

4.8.1.3 All supplies, materials, equipment, or services purchased or leased with funds provided pursuant to this Contract shall be used solely for the activities allowed under this Contract, unless the fair market value for such use is charged to the benefiting program and treated as program income earned under this Contract.

4.8.1.4 Contractor shall provide for an open and free competition, to include a cost analysis, in accordance with federal and state law, for the procurement of materials, supplies, equipment, or services.

4.8.1.5 *Non-Competitive bid justification.* If a service or product is of a unique nature, is in response to a public exigency or emergency, or more than one potential vendor/provider cannot reasonably be identified, Contractor shall document adequate justification for the absence of competitive bidding. "Adequate justification" must include but is not limited to:

4.8.1.5.1 Explanation of why the acquisition of goods or services is limited to one vendor or supplier;

4.8.1.5.2 Description of sole vendor/supplier's unique qualifications to provide the goods or services in question; and

4.8.1.5.3 Analysis of cost(s) to demonstrate reasonability.

4.8.1.6 *CSD Lease/Purchase Pre-Approval Requirements*. To ensure that significant procurement transactions are conducted in an open and freely competitive manner, Contractor shall obtain prior written approval from CSD of capital expenditures for vehicles and equipment with a unit cost of $10,000 or more through the submission of a Request for Purchase/Lease Pre-Approval (CSD 558) to CSD at least 15 calendar days prior to executing transaction. Transactions without CSD's prior written approval may be disallowed.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



4.8.1.7 In all procurements, whether requiring CSD pre-approval or not, Contractor is solely responsible for maintaining adequate procurement records demonstrating compliance with Federal and State requirements.

4.8.1.8 Noncompliance with any of the provisions in this section may result in a disallowance of costs related to the procurement transaction.

## 4.9 Use and Disposition of Vehicles and Equipment

4.9.1 To ensure compliance with the requirements for vehicles and equipment, Contractor shall comply with Uniform Administrative Requirement, Cost Principles, and Audit Requirements for HHS Awards governing the acquisition of equipment with federal funds set forth in 45 CFR Part 75 (including 45 CFR §§ 75.320 & 75.439).

To ensure compliance with the requirements for equipment, vehicles, and the maintenance of equipment and vehicle records, Contractor shall adhere to CPN-A 17-01 or as revised. Contractor shall include information relevant to any purchase/lease pre-approval documented in the CSD 558 submitted to, and approved by, CSD, including the date the request was sent to CSD, the item(s) requested, and date of CSD approval in Contractor's property records.

4.9.2 Contractor shall provide the information specified in CPN-A-17-01, including any supporting documents, to CSD upon request.

4.9.3 *Limitation on Use of Funds.* Contractor shall assure that funds received under this Contract shall not be used for the purchase or improvement of land or for the purchase, construction, or permanent improvement of any building or other facility other than low-income weatherization or energy-related home repairs.

## 4.10 Subcontracts

4.10.1 Contractor may enter into subcontract(s) to provide services pursuant to this Contract in the service area(s) specified in Section 1.2 of Article 1. Subcontracts must require that parties comply with all applicable provisions of this Contract. Such requirement shall not relieve Contractor from any performance obligation created herein, nor from liability for a subcontractor's failure of performance.

4.10.2 If Contractor elects to subcontract for services, the Contractor's Board authorization and approval must be obtained and communicated to CSD in writing together with notice of execution of the subcontract as provided in Section 4.10.3. Contractor's Board, through a resolution or other official documentation, may elect to delegate the signing authority for the approval of subcontractors to the Chief Executive Officer or designated authority unless such delegation is set forth in the bylaws of the agency and a copy of the provision is communicated to CSD.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



4.10.3 Within 60 calendar days of the execution of any subcontract, Contractor shall provide written notification to CSD of the execution of the subcontract as well as identifying information, to include the name of the subcontractor entity, its address, telephone number, contact person, contract amount, and program description of each subcontractor activity to be performed by the subcontractor.

4.10.4 Notification of subcontract execution shall contain certification by Contractor that to the best of Contractor's knowledge, the subcontractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency. For purposes of this certification of subcontractor eligibility, Contractor may rely on information available at https://www.sam.gov/SAM/pages/public/index.jsf.

4.10.5 If CSD determines that Contractor has executed a subcontract with an individual or entity listed as disbarred, suspended, or otherwise ineligible on the Excluded Parties List System as of the effective date of the subcontract, costs Contractor has incurred under the subcontract may be disallowed.

4.10.6 Contractor must ensure that funds expended pursuant to this Contract are allowable and allocable. Contractor must adopt fiscal control and accounting procedures sufficient to enable the tracing of funds paid to any subcontractor to a level of expenditure adequate to establish that such funds have not been used in violation of this Contract. Contractor shall ensure that any subcontracts under this Contract contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor may achieve this through detailed invoices, by periodic monitoring of subcontractor's program activities and fiscal accountability, by retaining a right of reasonable access to the subcontractor's books and records, or by any other method sufficient to meet Contractor's responsibility to substantiate costs required by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

4.10.7 Contractor shall notify subcontractor(s) in writing within five business days of such action in the event CSD suspends, terminates, and/or makes changes to services to be performed that materially alter the obligation of the subcontractor under this Contract.

4.10.8 Contractor is liable for the failure of performance of the terms, conditions, assurances, and certifications of this Contract, without recourse against CSD over matters involving subcontracts entered into for the implementation of this Contract, including but not limited to disputes, claims, or other legal action for breach of contract, negligence, torts, or criminal acts and other misconduct.

4.10.9 Nothing in this Contract creates or implies a contractual relationship between CSD and any subcontractor or creates any obligation by CSD to any subcontractor. Contractor is liable to CSD for damages to CSD for the acts and omissions of its

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subcontractors that occur in connection with the implementation of this Contract. Contractor's obligation to pay its subcontractors is independent of any obligation of CSD to pay Contractor, and Contractor shall not represent to subcontractors any such obligation of CSD to pay or ensure payments to subcontractors.

4.10.10 All subcontractors shall be subject to applicable training requirements and shall maintain records of completion and certification in accordance with record-keeping provisions in this Contract. In addition, subcontractors whose training is provided at Contractor's expense will be subject to a retention contract, as indicated in Section 9.1.4.

## 4.11 Complaint Management Policies and Procedures

4.11.1 Contractor shall establish and maintain policies and procedures for handling complaints and provide applicants an opportunity to register a complaint based on their experience with attempts to obtain services under LIHEAP. The policies and procedures shall be in writing and Contractor shall provide the complaint process to interested individuals upon request.

4.11.2 Contractor shall ensure that all formal complaints are documented and include the date, time, client name and address, and nature of the complaint and the actions undertaken by the Contractor to resolve the issue. For purposes of this section, "formal complaint" means a written complaint filed with the Contractor by the complainant.

4.11.3 If the Contractor's efforts did not result in a resolution, the Contractor may refer the applicant or client to CSD. The Contractor shall contact CSD and explain the issue, actions taken to resolve the issue, and provide CSD with all supporting documentation that indicates the nature and extent of Contractor's effort to resolve the issue.

4.11.4 CSD shall immediately be notified if the Contractor has reason to believe that the complainant will contact the media, a State or Federal oversight agency, or the Governor's Office regarding the complaint.

## 4.12 Fair Hearing Process for Applications for Denial of Benefits by Contractor

4.12.1 Contractor shall establish a written appeals process to enable applicants who are denied benefits or services, or who receive untimely response or unsatisfactory performance, the right to appeal the decision or performance to the Contractor. Contractor's process shall include, at a minimum, all of the requirements of 22 CCR § 100805 (b) plus:

4.12.1.1 Provisions that ensure that each applicant is notified in writing of the right to appeal a denial of or untimely response to an application, or to appeal

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unsatisfactory performance. At the time the applicant applies for services, applicant shall be informed of appeal rights and appeal procedures, to include the right to appeal to both the Contractor and to CSD;

4.12.1.2 Provisions that ensure that Contractor will make a good faith effort to resolve each appeal;

4.12.1.3 Provisions that ensure that Contractor shall notify the applicant in writing of the Contractor's final decision within 15 business days after the appeal is requested. If the appeal is denied, the written notification shall include instructions on how to appeal the decision to CSD. Whenever Contractor notifies an applicant of a denial of an appeal, Contractor shall at the same time provide a copy of the final decision to the Manager of CSD's Energy Services Division; and

4.12.1.4 Provisions to track information on denials and appeals.

4.12.2 Upon receipt of an applicant's appeal of a Contractor's denial of benefits or services, CSD may conduct a hearing in accordance with established procedures. CSD's decision following the appeal and hearing shall be final.

## 4.13 Fraud, Waste, and Abuse

4.13.1 Contractor shall submit a written report to CSD within 30 calendar days of discovery of incidents and activities, or suspected incidents and activities, involving fraud, waste, and abuse of LIHEAP funds by Contractor's employees, subcontractors, clients, or other parties affiliated with Contractor. Incidents and activities subject to reporting under this section include, but are not limited to, criminal acts and other violations of law constituting a misuse of funds that could result in cost disallowance. Contractor shall inform CSD within 30 calendar days of any reports or complaints submitted to law enforcement officials by Contractor, Contractor's employees, subcontractors, clients, or other parties affiliated with Contractor, concerning the misuse of LIHEAP funds.

4.13.2 Contractor shall provide employees, subcontractors, clients, and other parties affiliated with the Contractor the information necessary to report fraud, waste, and abuse to the U.S. Department of Health and Human Services Office of Inspector General Fraud hotline.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



**SUBVENTION CONTRACT**

# FINANCIAL REQUIREMENTS

## ARTICLE 5 - ADMINISTRATIVE AND PROGRAM EXPENDITURES REQUIREMENTS

### 5.1 Budget Guidelines

5.1.1 Budget and Allocation Forms

5.1.1.1 Upon execution of this Contract, CSD shall release at least 50% of the anticipated annual allocation as reflected in the allocation spreadsheet. The remaining allocation shall be released when CSD receives funds from HHS.

5.1.1.2 If the LIHEAP annual grant award is yet to be determined and CSD must fund this Contract based on Continuing Resolution appropriations, CSD shall amend the Contract and update the allocation spreadsheet to reflect the Final allocation.

5.1.2 Minor Modifications

If Contractor intends to request a minor modification to this Contract, Contractor shall submit a Request for Amendment/Modification Energy (CSD 509), by completing a CSD 509 with a justification supporting the fund transfer or change request. Contractor may submit the signed request for amendment/modification to CSD via email, fax, or hard copy with signature via Mail.

Minor modifications which Contractor may propose for approval by CSD include the following:

5.1.2.1 Transferring funds to increase or decrease the Utility Assistance total allocation;

5.1.2.2 Transferring funds to increase or decrease the Wood, Propane and Oil (WPO) total allocation (ECIP WPO or HEAP WPO);

5.1.2.3 Transferring funds between target service areas, which shall be conditioned upon Contractor meeting its target service areas expenditure requirements, as stated in Article 5.7, Section 5.7.3; or

5.1.2.4 Changes to the Agency Local Plan.

5.1.3 Fund Transfer Requirements

Subject to CSD approval, Contractor may elect to transfer funds between each of the

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LIHEAP components, e.g., Weatherization and ECIP EHCS.

5.1.3.1 Funding transfers that would increase amounts available for Weatherization above the 25% maximum are prohibited.

5.1.3.2 Fund Transfer in Service Territory with Multi-Service Areas

If Contractor transfers funds from Administrative, Intake, Outreach, and other Support costs to Direct Services and/or Utility Assistance for a specific service area, then later transfer funds from the remaining service areas to replenish the Administrative, Intake, Outreach, or other Support costs such transfer of funds should not unduly impair the equitable provision of services or otherwise disadvantage potential recipients of benefits in any Service Area.

Subsequent transfer of funds to replenish the Support line(s) with Direct Service(s) and/or Utility Assistance funds shall be limited to fund transfer from Service Area(s) that benefited from the preceding transfer.

5.1.4 Sufficient Funds for Crisis Services

Contractor must allocate sufficient funds to offer crisis services through at least March 15, 2023 and in accordance with the Agency Local Plan.

5.1.5 Weatherization Waiver

Unless and until HHS grants CSD a weatherization waiver, Contractor may not expend or be reimbursed for costs in excess of the amount reflected in the initial WX Program Column of the allocation spreadsheet. If the weatherization waiver is granted, Contractor may, upon written notification from CSD, expend and will be reimbursed for expenditures up to 100% of the available allocation, as reflected in the WX Program Subtotal Column of the allocation spreadsheet.

## 5.2 Utility Assistance Expenditure Requirements

5.2.1 The Utility Assistance portion of Contractor's grant shall be retained by CSD to enable CSD to make direct utility assistance payments to clients and/or to utility companies. Contractor's Administrative and Assurance 16 budget line item shall be based on Contractor's total allocation, including Utility Assistance.

5.2.1.1 Energy Crisis Intervention Program (ECIP): Electric and Gas (Fast Track)

The total amount allocated to the ECIP Fast Track Program shall be administered by Contractor in accordance with the terms of this Contract, with payments to recipients issued by CSD.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



5.2.1.2 Home Energy Assistance Program (HEAP): Electric and Gas Allocation

The total amount allocated to the HEAP Electric and Gas Program shall be administered by Contractor in accordance with the terms of this Contract, with payments to recipients issued by CSD.

5.2.2 ECIP Payments - Electric and Gas (Fast Track)

Payment for applicant's electric and/or gas energy bills shall be made by CSD directly to the utility company or in the form of a dual-party warrant, payable to the applicant and the utility company. All payments shall be deducted from Contractor's Utility Assistance allocation.

5.2.3 HEAP Payments - Electric and Gas

Payment for applicant's electric and/or gas energy bills shall be made by CSD directly to the utility company or in the form of either a dual-party warrant, payable to the applicant and utility company; or, in the case where the cost of energy is included in applicant's rent, a single-party warrant shall be issued, payable to the applicant. All payments shall be deducted from Contractor's Utility Assistance allocation.

## 5.3 Working Capital Advance and Major Purchase Advances

5.3.1 Working Capital Advance (WCA)

Contractor may, in accordance with applicable law, receive WCA payments of allowable program costs per this Contract, provided Contractor complies with the provisions of this section and guidance issued by CSD as is needed to implement this section. In order to receive a WCA, Contractor's financial management systems shall be compliant with the provisions of this Contract, WCA Requirements, applicable CPNs and CPAs, and the standards for fund control and accountability as established in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

5.3.1.1 WCA Requirements include the following standards:

5.3.1.1.1 The WCA shall be for the minimum amounts necessary, timed in accordance with Contractor's immediate cash requirements, which will enable Contractor to carry out the purposes of this Contract;

5.3.1.1.2 WCA Requirements issued by CSD to Contractor, while conforming to the requirements of this Section 5.3.1, shall take into account the practical requirements and limitations of

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



efficient administration and the effective implementation of this Contract by both Contractor and the CSD;

5.3.1.1.3 Interest on Advances. Contractor shall deposit all advances in an interest-bearing account. Interest earned, up to $500 per year, may be retained by Contractor for administrative expenses. The account shall be sufficiently segregated to enable the tracking and accounting of WCA funds issued by CSD. Any interest earned on LIHEAP advances shall be accounted for and expended pursuant to 2 CFR § 200.305(b)(9) (45 CFR § 75.305(b)(9)); and

5.3.1.1.4 Non-advance Payments and Offsets. If Contractor elects not to request a WCA, payment for allowable expenses under this Contract shall be made upon approval by CSD of Contractor's monthly Expenditure Activity Report. If Contractor owes CSD any outstanding balances for overpayments under any contract, current or previous, the balance may be offset, based on arrangements made with the Contractor.

5.3.1.2 Contractor shall adhere to the WCA Requirements outlined in CPN-E-19-001, which is available online at: https://agencies.csd.ca.gov/home/Energy/Pages/CPNCPA-Energy.aspx.

5.3.1.3 Major Purchase Advances

In the event Contractor needs significant cash outlay for large purchases, a special advance may be requested at any time during the contract term. To request a Major Purchase Advance, the following requirements apply:

5.3.1.3.1 Request must be completed via the Major Purchase Advance Request (CSD 144);

5.3.1.3.2 Limited to purchase of items in excess of $10,000;

5.3.1.3.3 No advance will be issued until the Request for Pre-approval of Purchase/Lease (CSD 558) has been approved by CSD;

5.3.1.3.4 Procurements must comply with the open and competitive bid process, which must be documented through the Request for Pre-approval of Purchase/Lease (CSD 558);

5.3.1.3.5 Advance repayment for major purchases will be liquidated upon the first expenditure reporting period following the date of the purchase of the item or items identified in the Request

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



for Pre-approval of Purchase/Lease (CSD 558). An Advance Request (CSD 144) must reflect 100% liquidation in the month following the expected date of purchase;

5.3.1.3.6 Major Purchase Advance requests will not be granted until such time as no less than 50% of the current WCA has been repaid. The combined total amount of the WCA and Major Purchase advance cannot exceed 25% percent of the Contract or the remaining contract balance, whichever is less; and

5.3.1.3.7 Interest on Major Purchase Advances. Contractor should deposit all major purchase advances in an interest-bearing account. Interest earned, up to $500 per year, may be retained by Contractor for administrative expenses. The account shall be sufficiently segregated to enable the tracking and accounting of Major Purchase Advances funds issued by CSD. Any interest earned on LIHEAP advances shall be accounted for and expended pursuant to 2 CFR § 200.305(b)(9) (45 CFR § 75.305(b)(9)).

5.3.2 WCA and Major Purchase Advance Limits

Pursuant to 22 CCR § 100840 (a) the total amount advanced to Contractor at any time, whether in the form of a WCA or Major Purchase Advance, shall not exceed 25% of Contractor's total contract amount, excluding the Utility Assistance allocation amount. If the WCA or Major Purchase Advance request exceeds the remaining balance, then CSD shall only provide Contractor with the amount of the remaining balance. Advance amounts repaid by Contractor may be replaced by additional advances at any time as allowed in this Section 5.3 and corresponding guidance.

## 5.4 Program Income

5.4.1 Contractor shall maintain records of the receipt and disposition of all "program income" defined in 22 CCR § 100855(c) and pursuant to CPN-A-18-01, as income that is generated or earned as a result of LIHEAP activities.

5.4.2 Determining Net Program Income

5.4.2.1 Except as provided below in Section 5.4.2.2, any costs Contractor incurs in generating program income may be deducted from gross program income to determine net program income.

5.4.2.2 Contractor shall not deduct from gross program income any allowable program expenses for which Contractor has been, or will be, reimbursed from the LIHEAP grant award.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



5.4.3 Expenditure, Reporting, and Rollover of Program Income

5.4.3.1 Program income must be expended in accordance with the requirements for expenditure of regular LIHEAP funds, for allowable program purposes.

5.4.3.2 Contractor may expend program income during the term of this Contract. Contractor shall report all such expenditures, along with remaining unexpended program income, at the close-out of this Contract or at such other time(s) as CSD reasonably requires.

5.4.3.3 Contractor's unexpended program income at the close-out of this Contract shall roll over to subsequent LIHEAP contract(s).

5.4.3.4 If Contractor has generated program income with leveraged funding source(s) in addition to LIHEAP, the LIHEAP portion of rollover program income must be tracked by Contractor and can be used for allowable LIHEAP expenditures.

## 5.5 Wood, Propane and Oil Returned Payments

5.5.1 Contractor shall maintain a tracking-log of returned payments, including Supplemental WPO payments referenced in CPA-E-21-04, for services provided. Returned payments must not be entered into the Expenditure Activity Reporting System (EARS) or CSD's Combined Outcome Reporting Engine (CORE). Upon receipt of the returned payment Contractor shall make the following attempts to contact client:

5.5.1.1 Make every reasonable attempt to contact client within five business days of receiving the returned payment during the contract term. The following shall constitute a reasonable effort and be maintained in the client file:

5.5.1.1.1 One phone call attempt stating the client has the option to reclaim the returned payment and provide Contractor with the updated vendor information to reissue the returned payment amount; or

5.5.1.1.2 One letter to the client stating the option to reclaim the repayment and provide Contractor with the updated vendor information to reissue the returned payment amount.

5.5.1.2 Hold the returned payment for the client for 10 business days subsequent to all attempts to contact the client.

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5.5.1.3 If the client does not contact Contractor within the above time frames the returned payment shall be added to the current WPO allocation tracking log.

5.5.1.4 If Contractor is unable to identify the client of the returned payment the payment can be added to the current WPO allocation tracking log.

5.5.2 Contractor may expend returned payments on WPO services during the term of this Contract. Contractor shall report all such expenditures, along with remaining unexpended returned payments, at the close-out of this Contract or at such other time(s) as CSD reasonably requires.

5.5.3 Contractor's unexpended returned payments at the close-out of this Contract shall be returned to CSD.

5.5.4 Returned payments received after the close-out of the contract shall be promptly returned to CSD.

5.5.5 If Contractor is unable to determine whether the returned payment is funded from the current contract, the returned payment shall be promptly returned to CSD.

**5.6 Allowable Costs**

5.6.1 Cost Reporting

5.6.1.1 All costs shall be reported using a "modified accrual" or "accrual" method of accounting.

5.6.1.2 Pursuant to the federal block grant and applicable regulations, Contractor may only claim reimbursements for actual, allowable, and allocable direct and indirect costs.

5.6.1.3 Contractor shall report all expenditures at actual cost and shall maintain records and source documentation in such a manner as to substantiate all costs reported.

5.6.2 Administrative

5.6.2.1 General

5.6.2.1.1 Administrative costs shall not exceed the amounts as set forth in allocation spreadsheet.

5.6.2.1.2 Administrative Costs shall mean actual costs for auxiliary functions such as salaries, wages, workers compensation, and

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fringe benefits for administrative staff, as well as for facilities, utilities, equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, and like services necessary to sustain the direct effort involved in administering a grant program or an activity providing services to the grant program.

5.6.2.2 Contractor shall use Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75) as a guide for determining administrative costs.

5.6.2.3 Administrative Equipment More Than $10,000—Acquisition Costs

5.6.2.3.1 Acquisition costs shall mean the actual costs associated with the purchase of equipment over $10,000 per unit used for administrative purposes.

5.6.2.3.2 CSD pre-approval is required for the purchases or lease-purchase option of equipment with a total value greater than $10,000 utilizing the Request for Pre-approval of Purchase/Lease (CSD 558).

5.6.2.4 Administrative Out-of-State Travel

Administrative out-of-state travel costs shall mean cost incurred for out-of-state meeting, conferences or training that is critical to administering and/or maintaining LIHEAP. Travel expenses are limited to transportation, subsistence and related items incurred by traveling on official business on behalf of Contractor.

5.6.3 Program Costs

5.6.3.1 General

Program costs are all allowable costs other than Administrative Costs. Program costs include those actual costs that are directly attributable to the performance of this Contract and that are reasonable and necessary as determined by CSD for the purpose of delivering services.

5.6.3.2 Assurance 16

Assurance 16 costs shall not exceed the total amount set forth in the allocation spreadsheet.

5.6.3.3 Intake

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



Intake shall be allocated at 8% of the Weatherization Budget and 8% of the ECIP/HEAP Direct Services/Utility Assistance Budget based on the Interim Allocations and/or subsequently the Final Allocation. Reimbursement shall be limited to actual cost up to 8% of Final Allocation. Intake in excess of 8% may be charged as an administrative cost not to exceed allowable administrative cost maximum.

5.6.3.4 Outreach

Outreach shall be allocated at 5% each of the Weatherization, ECIP/HEAP and Direct Service/ Utility Assistance, Assistance budgets based on the Interim Allocations and/or subsequently the Final Allocation. Reimbursement shall be limited to actual cost up to 5% of Final allocation.

5.6.3.5 Training and Technical Assistance

Training and technical assistance shall be allocated up to 5% of the total Weatherization allocation and up to 2% of the total ECIP/HEAP allocation based on the Interim Allocations and/or subsequently the Final Allocation. Training and technical assistance shall not exceed these limits and shall be reimbursed at actual cost. Reimbursement shall be limited to actual cost up to 5% of Weatherization allocation, and 2% of ECIP/HEAP allocation.

5.6.3.5.1 If Contractor determines that an increase in the allowable allocation for training and technical assistance is needed to cover the cost of the software database collection system or related automation training as specified below, then Contractor must submit a request to, and obtain prior approval from, CSD.

5.6.3.5.2 Associated training and technical assistance costs may include costs related to travel, admission, materials, and actual salaries/wages. Subcontractor training costs are limited to travel, admission, and materials.

5.6.3.5.3 Training and technical assistance shall include costs associated with the completion of weatherization-related training as specified in the Training Requirement of Section 9.1 of this Contract. Training may include, but not limited to, internal contractor training, safety training, attendance of weatherization-related training to include the software database collection system or other forms of training to aid in the development and skill of staff in utilizing and supporting internal program automation systems, and/or weatherization-related workshops sponsored by utility companies, Department

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of Energy (DOE), or CSD training. CSD training may include Local Service Provider's Meetings and Association of California Community and Energy Services Roundtable Meetings, and/or other organizations offering a component of weatherization training, and/or is necessary to carry out the direct delivery of services.

5.6.3.5.4 Training for job corps and workforce development trainees shall be limited to required CSD health and safety training sessions, unless otherwise approved by CSD.

5.6.3.5.5 Contractor staff out-of-state travel costs shall mean cost incurred for out-of-state meeting, conferences, or trainings that are critical to carrying out LIHEAP. Travel expenses are limited to transportation, subsistence, and related items incurred by traveling on official business on behalf of the Contractor.

5.6.3.6 Acquisition Costs

5.6.3.6.1 Minor Vehicle and Field Equipment Less Than $10,000 – Acquisition Costs.

Minor Vehicle and Field Equipment costs under $10,000 per unit must follow all federal and state rules and regulations governing LIHEAP pertaining to procurement standards.

5.6.3.6.2 Major Vehicle and Field Equipment costs $10,000 or Greater – Acquisition Costs Must Be Pre-Approved

CSD pre-approval is required for the purchases or lease-purchase option of vehicles and field office equipment with a total value of $10,000 or greater, utilizing the Request for Pre-approval of Purchase/Lease (CSD 558).

5.6.3.7 Other Program Costs:

5.6.3.7.1 Other Program Costs

Other Program Costs shall mean the actual costs associated with field staff wages, program management and support wages, ancillary supplies, disposal fees, and Historic Preservation review costs, lodging and per diem, vehicle and equipment repair, maintenance, and fuel, waste breakage, and solar water heating maintenance.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



5.6.3.7.2 Workers' Compensation

Workers' Compensation shall mean those actual costs associated with workers' compensation coverage for program staff whose salaries and wages are chargeable under program costs.

5.6.3.8 Liability Insurance

Liability Insurance shall mean those actual costs allocated for insurance bonds, general liability, vehicle insurance, and pollution occurrence insurance (if applicable).

5.6.3.9 General Operating Costs

General Operating Costs may be charged to the program and are for costs that are directly allocable to those activities defined as related facilities, office and computer equipment, office supplies, telephone, travel, and materials and activities to prevent exposure related to COVID-19 as allowable program costs.

5.6.3.10 Automation Costs

5.6.3.10.1 Contractor can expend funds to the Automation Costs (AC) in an amount not to exceed $50,000, to be used to meet contract program startup requirements such as IT automation needs to comply with updated or new Expenditure Activity Reporting System, Weatherization Database and Core ("CSD System") requirements or contractual reporting requirements programmatic in nature, related to CSD System IT expenses, and with ongoing programmatic IT expenses. AC funds are not limited exclusively to CSD System-related IT expenditures but any IT expense related to CSD System costs incurred including necessary training on upgrades to Contractor's system.

5.6.3.10.2 If Contractor expended funds in a prior year for a system and now wants to purchase a new system with AC funds, Contractor must utilize unrestricted funds and bear the full cost of the conversion to such an alternative system. Contractor may be granted a variance from this requirement provided Contractor's AC plan is appropriately revised and CSD gives its written approval of the plan and request for variance.

5.6.3.10.3 Contractor shall report all automation and IT expenditures related to compliance with the reporting requirements under this Contract in the Automation Costs line item. Such

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expenditures may include, but is not limited to, computer and IT equipment; approved front-end database acquisition and ongoing subscription costs; IT security implementation costs; and IT systems training. All costs reported in this line item must be directly related to program functions. IT costs related to administrative functions shall be reported as administrative costs pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards (45 CFR Part 75).

5.6.3.10.4 Contractors with multiple LIHEAP contracts for the same contract year are limited to reimbursement up to $50,000 per contract. Contractor shall allocate costs among contracts when permitted and may not charge the same costs to more than one contract.

5.6.3.10.5 CSD System-related IT costs charged to the AC shall be submitted for reimbursement in accordance with CSD's normal reporting and accounting procedures.

5.6.3.10.6 CSD System-related IT costs that exceed the maximum AC amount of $50,000 may not be reimbursed by CSD.

5.6.3.10.7 Contractors that remain in contract with their front-end vendor are not required to conduct a procurement for ongoing maintenance, updates or process improvements performed by the front-end vendor.

5.6.3.10.8 Upon approval by CSD, Contractor may procure, from CAP 60 ©, Hancock™ or ServTraq©, a new automated reporting system with supplemental functionality beyond basic CSD System reporting requirements. The following provisions apply to CAP 60 ©, Hancock™ and ServTraq© System Users:

5.6.3.10.8.1 If Contractor elects to procure a new automated IT reporting system, it is the Contractor's obligation to ensure that the system procured is fully compliant with CSD System requirements. CSD's responsibility is limited to providing Contractor or its vendor with the applicable system specifications, interface and security protocols;

5.6.3.10.8.2 If Contractor expended funds in a prior year for a system and now wants to purchase a new system with AC funds, Contractor must utilize unrestricted funds, to bear the full cost of the conversion to such an alternative system. Similarly, Contractor may not use future annual AC funding for such conversion. Any alteration to this provision requires prior written approval from CSD and must include the submission of a revised AC plan; and

5.6.3.10.8.3 Systems and services procured by Contractor in order

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



to obtain and implement CAP 60 ©, Hancock™ or ServTraq© system shall be conducted in compliance with Contractor's procurement policy and with all applicable LIHEAP contract requirements and the provisions of federal and state law. Contractor may, at Contractor's option, participate in a consortium of local service providers to procure jointly an automated reporting system from CAP 60 ©, Hancock™ or ServTraq©, provided Contractor's procurement policy is not violated in such a manner as to render the process flawed or unfair. Contractor may rely on any local service provider subject to this Amendment to conduct the procurement on Contractor's behalf provided, however, that: 1) Contractor shall not be absolved from fulfilling applicable procurement obligations and requirements; 2) Contractor shall review all pertinent procurement documentation for sufficiency; and 3) make such documentation available to CSD upon request.

5.6.3.11 Weatherization Program Activities

Weatherization Program Activities shall mean those costs associated with the installation of measures to those dwellings weatherized and reported as completed, to include but not limited to, assessment, diagnostic testing, labor, materials, subcontractors, environmental inspections, permits, Home Energy Rating System (HERS Raters), and Environmental Hazard Work weatherization materials.

5.6.3.12 ECIP Emergency Heating and Cooling Services (EHCS)

ECIP EHCS shall mean those costs associated with emergency heating and cooling repair and replacement services and other related costs, including costs associated with labor, materials, subcontractors, permits, HERS Raters, Environmental Hazard Work weatherization materials, and diagnostics all as further defined by the ECIP Policy and Procedures, and the Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy. The ECIP Policy and Procedures is hereby incorporated by reference to this Contract and available on the CSD Local Agencies Portal at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

## 5.7 Service Area Expenditures Requirements

5.7.1 For purposes of this section the following definitions apply:

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



"Service Area" means the geographical area for which Contractor receives a discrete grant allocation, whether in a contract pertaining to that geographical area alone, or in a contract covering multiple geographical areas, as for example, multiple counties.

"Service Territory" means the totality of Contractor's Service Area(s), whether: 1) a single county; 2) a portion of a single county; 3) multiple counties; or 4) a single county in combination with a portion of another county. Accordingly, the single Service Area or combined Service Areas for which Contractor provides services constitutes Contractor's Service Territory.

"Target Allocation" means the sum of money from the LIHEAP state grant designated by CSD for expenditure in a designated Service Area.

"Target Service Area" means the service area for which a grant allocation has been designated on the LIHEAP Allocation Spreadsheet attached to this Contract.

Note: If Contractor provides only some LIHEAP services to a Service Area, e.g., weatherization services only or utility assistance services only and another contractor provides other LIHEAP services in the same Service Area, the contractors are co-service providers with respect to the Service Area in question and each is responsible for that portion of the grant allocation applicable to the services it provides. Contractor's Service Territory includes a Service Area in which the grant allocation is split with another contractor.

5.7.2 This section shall apply to Contractor if any of the following pertain:

5.7.2.1 This Contract involves funding for LIHEAP services provided by Contractor in multiple Service Areas;

5.7.2.2 Contractor provides only some of the LIHEAP services in multiple Service Areas under the terms of this Contract; or

5.7.2.3 Some combination of 5.7.2.1 and 5.7.2.2 above.

5.7.3 The Target Allocation(s) specified in this Contract shall be used either: a) to provide services within the geographical boundaries of Target Service Area(s) to which the allocation applies; or b) on behalf of the recipients of benefits who reside within the Target Service Area(s), thereby ensuring that the low-income persons in each Target Service Area receive their appropriate share of the grant award and that direct program funds designated for a particular Target Service Area are not expended for services in another Service Area without good cause.

5.7.3.1 Contractor is required to expend at least 90% of the applicable Target Allocation(s) in each Target Service Area(s).

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



5.7.3.2 Contractor shall, as requested by CSD, submit a LIHEAP Production Plan estimating the number of households served by the designated allocation for each Target Service Area and the Agency Local Plan explaining how Contractor will conduct targeted outreach activities, identify service needs in Target Service Areas and track expenditures.

5.7.3.3 At the time of close-out, Contractor shall submit a report comparing Contractor's production estimates, by Service Area, to actual expenditures, what lessons were learned, and what changes in operations are anticipated in coming years.

5.7.3.4 Contractor may, subject to CSD's written approval, expend a portion of a Target Allocation in another service area in which Contractor provides services pursuant to this Contract, under the following circumstances:

5.7.3.4.1 When there is no acute need or ready opportunity for full expenditure of direct program funds in the Target Service Area; and

5.7.3.4.2 When Contractor can readily expend direct program funds in an alternate service area to avoid under expenditure or a loss of funding.

5.7.4 Notwithstanding the provisions of Section 5.7.3, Contractor is authorized under the terms of this Contract to combine the Administrative, Intake, Outreach, Assurance 16, and other program support costs, including liability insurance, workers' compensation, and general operating portion of grant allocations for multiple Service Areas for purposes of efficiency and effective contract implementation, provided such combining of funds does not unduly impair the equitable provision of services or otherwise disadvantage potential recipients of benefits in any Service Area.

## 5.8 Reimbursement Guidelines

5.8.1 Claims for Reimbursement

Pursuant to the federal block grant and applicable regulations, Contractor may only claim reimbursements for actual, allowable, and allocable direct and indirect costs. Contractor shall report actual costs incurred for actual expenditures up to any applicable maximum amounts set by this Contract.

5.8.2 Assurance 16

5.8.2.1 Assurance 16 costs and its related services include those actual costs that are directly attributable to the performance of this Contract and that are

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reasonable and necessary as determined by the CSD for the purpose of delivering services. Assurance 16 costs shall include needs assessment, client education, budget counseling, and coordination with utility companies.

5.8.2.2 Contractor may claim Assurance 16 costs for client education only once when LIHEAP and DOE funds and services are provided concurrently in the same residential dwelling unit.

5.8.3 Wood, Propane, and Oil Assistance

5.8.3.1 HEAP WPO

Contractor may claim reimbursement for HEAP WPO expenditures and activities expenditures as required in accordance with the terms of this Contract.

5.8.3.2 ECIP WPO

Contractor may claim reimbursement for ECIP WPO expenditures as required in accordance with the terms of this Contract.

5.8.4 Weatherization and EHCS Specific

5.8.4.1 Contractor may claim reimbursement for Weatherization-related activities under the terms of this Contract as documented on the CSD Dwelling Assessment Form (CSD 540) or approved Contractor's equivalent for each eligible household not previously weatherized.

5.8.4.2 Contractor shall ensure that duplicate billings for the same product or service do not occur.

5.8.4.3 All service completed dwellings unit shall be submitted for payment within 90 calendar days of completion or by the due date of the last reporting period of this Contract, whichever is less. A service completed unit shall not be carried over into another contract period, except when there are insufficient funds to cover a portion or the entire cost of rendered services. In the event a completed unit is billed in the subsequent contract, the Contractor must also ensure that the applicant meets the income eligibility requirements.

5.8.4.4 Contractor may claim reimbursement for labor and material expenses associated with Environmental Hazard Work activities intended to assure the health, safety, and well-being of workers and dwelling occupants during the performance of in-home Weatherization and EHCS services

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



under this Contract. Environmental Hazard Work activities include activities to prevent exposure related to the disturbance of asbestos, lead paint and the COVID-19 virus. Materials shall include items that are disposable or have temporary use, such as Tyvek suits, hand sanitizer, cleaning supplies, disposable face masks, HEPA vacuum cleaner bags/filters, etc. Labor shall include those activities related to prepping and cleaning within the workspace to prevent contamination.

5.8.4.5 For emergency ECIP EHCS provided outside Contractor's normal business hours of operations, Contractor may exceed the maximum cost limits allowed for repair and replacement services. Contractor shall not request reimbursement for more than one heating and/or cooling unit repaired or replaced per household.

5.8.4.6 Measure Reimbursement

5.8.4.6.1 Measure Maximums

5.8.4.6.1.1 For those Weatherization and EHCS measures that have an established maximum rate, the reimbursement amount shall be equal to the actual labor costs of Weatherization or EHCS crew members and the actual cost of the materials, subcontracted services not to exceed the maximum reimbursement allowable.

5.8.4.6.1.2 Weatherization or EHCS measure costs exceeding the maximum reimbursement limit cannot be offset by charging the cost difference to another weatherization measure or another CSD program.

5.8.4.6.1.3 When costs for a measure exceed the maximum reimbursement allowed, Contractor shall obtain prior written approval from CSD to exceed the maximum cost reimbursement and/or quantity limit for weatherization and ECIP HCS measures as described in Reimbursement Rates for Weatherization and ECIP EHCS Activities located in Article 13. Otherwise, at the Contractor's discretion, Contractor may elect to not provide the weatherization measure/service in the event the total cost exceeds the maximum cost reimbursement.

5.8.4.6.2 Assessments and Diagnostics

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



5.8.4.6.2.1 Contractor may claim reimbursement for dwelling assessment for each eligible household.

5.8.4.6.2.2 Contractor may claim reimbursement for dwelling assessment for each eligible unit not previously weatherized.

5.8.4.6.2.2.1 For dwellings weatherized under this Contract, Contractor may claim reimbursement for a modified dwelling assessment, as defined in Article 13, to perform reweatherization or callback services during the useful life period of the initial dwelling assessment.

5.8.4.6.2.2.2 Once the useful life term has expired for the initial or last performed dwelling assessment, Contractor may claim a full dwelling assessment to perform reweatherization services.

5.8.4.6.2.3 If a dwelling was previously weatherized under a nonfederal program, the dwelling and occupant eligibility must be recertified; therefore, Contractor may claim reimbursement for assessment of dwelling.

5.8.4.6.2.4 In the case of an un-weatherized dwelling where the installation of measures was not feasible, and/or the dwelling was not accessible to install measures, Contractor may claim reimbursement for any related assessments and/or diagnostic checks that were performed.

5.8.4.6.2.5 Contractor may claim reimbursement for dwelling assessment only once when LIHEAP and DOE funds are used concurrently in the same unit.

5.8.4.6.2.6 HERS Rater and permit fees are acceptable expenses and may be charged only once per dwelling to ECIP EHCS or LIHEAP weatherization or DOE weatherization per weatherized dwelling. HERS Rater fee and permit reimbursement include subcontractor cost, staff time on job site, and fees that will be reimbursed based on the actual cost.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



5.8.4.6.3 Labor Reimbursement

5.8.4.6.3.1 Contractor shall bill the number of actual labor hours and actual labor cost incurred by weatherization crew members or other persons associated with the installation, assessment and inspection of weatherization measures, removal of debris and appliances, the procurement of permits and services performed by HERS Raters.

5.8.4.6.3.2 Contractor must be able to substantiate all actual labor hours and labor costs charged.

5.8.4.6.3.3 Actual labor hours and costs for weatherization and EHCS services shall not exceed the cumulative number of hours on the job site and shall be substantiated with client file documentation, job schedules, and payroll time records.

5.8.4.6.3.4 When the installation of a measure is subcontracted and there are billable labor hours for weatherization and/or Contractor's crew members who participate in the installation of that subcontracted measure, Contractor may bill, in addition to the subcontracted expenditure, the actual labor hours and labor costs incurred by Contractor's crew members.

5.8.4.6.3.5 Labor expenses for weatherization service delivery shall exclude labor expenses associated with training, travel to weatherization job sites, staff time not associated with the direct installation and/or performance of weatherization services and activities on the job site, downtime and general operating expenses as provided in subsection 5.8.4.6.5 Other Program Costs.

5.8.4.6.3.6 Lead Safe Weatherization

Contractor may claim reimbursement for renovator certification, defined as field-related labor costs associated with performing lead renovator certification for ensuring lead paint safety on weatherized dwellings built prior to 1978.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



5.8.4.6.4 Heating and Cooling Services (HCS/EHCS)

5.8.4.6.4.1 If, during the course of repairing a defective unit, additional problems are found that would increase the cost of repairs to an amount beyond the established limits for repairs, Contractor may claim reimbursement for incurred costs related to the repair in addition to those costs associated with the replacement of the heating/cooling appliance.

5.8.4.6.4.2 Dwellings in which a single appliance has been both repaired and replaced within the same Weatherization and/or ECIP EHCS component, or under a call-back, Contractor may claim reimbursement for both the repair and the replacement of the appliance. Contractor shall report the single appliance as both a repaired and replaced appliance.

5.8.4.6.4.3 For multi-unit dwellings with a common system (water heater, heating and/or cooling), Contractor shall prorate the cost of each common system among all dwelling units within that building envelope.

5.8.4.6.4.4 Duct repairs and replacements can only be charged to ECIP EHCS when provided in conjunction with emergency heating/cooling services performed under EHCS.

5.8.4.6.5 Other Program Costs

5.8.4.6.5.1 Wages—Field Staff

Contractor may request reimbursement for the actual labor costs including benefits related to weatherization supervisors, assessors, inspectors, and crew members that are allocable to the program but not associated with the direct installation and/or performance of weatherization services/activities on the job site and training, including, but not limited to: job scheduling, job preparation, travel time, disposal of appliances and materials, building and prepping of weatherization materials away from the job site and downtime in accordance with any

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



guidance issued by CSD.

5.8.4.6.5.2 Wages – Program Management and Support

5.8.4.6.5.2.1 Contractor may request reimbursement for the actual labor costs related to program management and support staff directly responsible for the direct management and oversight over the LIHEAP Weatherization and EHCS program activity or providing direct support to ensure the successful delivery of weatherization services.

5.8.4.6.5.2.2 Reported costs may include labor costs associated with performing direct support in coordinating the delivery and tracking of LIHEAP Weatherization and EHCS program activity, including but not limited to: job scheduling, collating and aggregating of weatherization activities and materials, staff time associated with Historic Preservation Review activities, obtaining permits, and coordination of subcontracted services.

5.8.4.6.5.3 Lodging and Per Diem

Contractor may claim reimbursement for lodging and per diem related to the installation of weatherization measures subject to travel and per diem as described in the Travel and Per Diem Section Article 4.6 of this Contract.

5.8.4.6.5.4 Disposal Fees

Disposal fees are acceptable expenses and may be charged only once to ECIP EHCS, or LIHEAP Weatherization per appliance and building material waste. Disposal fee reimbursement is limited to the actual cost of the fee.

5.8.4.6.5.5 Vehicle and Equipment Repair, Maintenance and

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



Fuel

5.8.4.6.5.5.1 Contractor may claim reimbursement for expenses related to upkeep and maintenance of vehicles and equipment used in the direct delivery of weatherization services and EHCS. Allowable costs shall be limited to expenditures associated with the maintenance of the vehicles and equipment, fuel and oil.

5.8.4.6.5.5.2 Contractor shall maintain records for fuel expenditures, vehicle maintenance and vehicle usage to substantiate allowable travel costs related to and allocable to LIHEAP weatherization.

5.8.4.6.5.6 Historic Preservation Reviews

Historic Preservation Reviews means those expenses that are subcontracted to a third-party to perform the collection and reporting of potential weatherization properties subject to Historic Preservation Review requirements.

5.8.4.6.5.7 Waste Breakage

Waste breakage are those expenses associated with weatherization materials that have been damaged and are part of Contractors' inventory or special-order materials that are allocated to CSD programs. The cost of weatherization materials that are damaged and benefit multiple programs must be prorated accordingly. Costs must be directly associated to net changes in inventory and not associated with materials chargeable to another measure line item. Reimbursement for waste breakage is not allowable for subcontractors.

5.8.4.6.5.8 Ancillary Supplies

Ancillary supplies are additional low-cost materials or supplies (such as nuts, bolts, screws, and washers) necessary to install a weatherization

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



measure and not easily identifiable to a specific measure or dwelling. Costs of ancillary supplies that benefit multiple programs must be prorated accordingly. Costs must be directly associated to net changes in inventory and not associated with materials chargeable to another measure line item. Reimbursement for ancillary supplies is not allowable for subcontractors.

5.8.4.6.5.9 Solar Water Heating Maintenance

Solar Water Heating (SWH) Maintenance are scheduled maintenance service, as established by the manufacture, in order to maintain the SWH system in good working condition.

5.8.4.7 Dwelling Status

5.8.4.7.1 Completed Units

5.8.4.7.1.1 Except as otherwise provided in the CSD Technical Reference Manual (TRM), Contractor shall not report a weatherized dwelling as completed nor shall Contractor request reimbursement for a weatherized dwelling until all weatherization measures identified as feasible during the dwelling assessment have been installed, and inspected by a Quality Assurance Inspector, and all inspection fails have been resolved.

5.8.4.7.1.2 Contractor shall not bill for incomplete units or prematurely close a unit with outstanding, unfinished weatherization measures in order to receive reimbursement for work completed. If there are measures found to be non-feasible by crew members after the initial assessment, the reason for the non-feasibility shall be documented in the client file and, the job shall be reported as completed in accordance with subsection 5.8.4.7.1.1.

5.8.4.7.1.3 Contractor shall reimburse CSD for all costs associated with the delivery of weatherization services covered under this Contract to dwellings occupied by household's ineligible for weatherization assistance at the time such services

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were provided.

5.8.4.7.1.4 ECIP EHCS

Dwelling units receiving services under ECIP EHCS may be reported as completed and billed immediately upon the completion of ECIP EHCS measures regardless of the completion status of weatherization measures installed in the same dwelling.

5.8.4.7.1.5 If Contractor is not able to complete weatherization or ECIP EHCS direct services during the Contract term, Contractor may complete the dwelling in the next contract year. If Contractor completes the dwelling in the next contract year, Contractor must verify the client meets the income eligibility requirements for the following year in order for the measures and dwelling to be eligible for reimbursement.

5.8.4.7.2 Building Permits

5.8.4.7.2.1 Contractor shall obtain all required permits in accordance with the TRM, prior to the commencement of all work performed, unless work is performed as a result of an emergency requiring immediate action where there is an imminent danger and requesting a permit would hinder the Contractor's ability to resolve the emergency. If an emergency is remedied, Contractor shall apply for a permit as soon as reasonably possible.

5.8.4.7.2.2 Penalties or fines imposed on Contractor or subcontractor by the local authority or building department are not allowable costs.

5.8.4.7.3 Previously Weatherized Dwellings

If the previous weatherization was performed under a nonfederal program or under this Contract, the occupant eligibility must be verified, and Contractor may seek reimbursement for the associated outreach and intake costs.

5.8.4.7.4 Leveraging Funds

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



Contractor may perform services and install energy conservation measures in a qualified dwelling as provided herein and in accordance with requirements of any other CSD program and compatible non-CSD funded program, if in the best interest of the client, provided:

5.8.4.7.4.1 Reimbursement for Weatherization or EHCS activities is claimed only once when LIHEAP and DOE, or any other funding source, are used concurrently in the same unit;

5.8.4.7.4.2 Contractor may divide materials and labor cost of a single measure among LIHEAP, DOE, or other CSD programs when the single measure in question is installed in a dwelling where Weatherization or EHCS services are provided concurrently under these programs; and

5.8.4.7.4.3 Contractor shall not bill multiple funding sources for the same product or service unless costs are allocated in such a manner that billing is not duplicative and Contractor receives no more than the total cost of the products and services provided. In accordance with TRM Appendix E Energy Audit/Priority List Protocol, individual measure leveraging of Audit Driven Measures (ADM) involving the use of DOE and LIHEAP grant funds is allowable under the following conditions:

5.8.4.7.4.4 The package of measures, including the full cost of the measure to be partially leveraged, must have an ADM Package SIR ≥ 1.0. Measures that are not included in this package do not qualify for partial measure leveraging;

5.8.4.7.4.5 Measures must have an SIR < 1.0, but ≥ 0.5, to qualify for partial measure leveraging. The amount billed under both LIHEAP and DOE cannot exceed the total cost of the installation for the measure.

5.8.5 SWEATS

5.8.5.1 Reimbursement shall be in accordance with CPN-E-20-01 SWEATS Policy.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



5.8.5.2 Public Safety Power Shut-Off Preparedness (PSPS) reimbursement shall be in accordance with CPN-E-20-02 PSPS Emergency Preparedness Pilot Policy and CPN-E-20-02M3.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



## ARTICLE 6 - REPORTING POLICIES AND PROCEDURES

### 6.1 Reporting Requirements

6.1.1 General

6.1.1.1 Contractor shall submit required client/job detailed data for Weatherization and ECIP EHCS activities to CSD's Weatherization Database on a monthly basis, for the period in which the service activity occurred and for which reimbursement for the service activity is requested.

Similarly, adjustments shall be submitted for the monthly period in which services occurred.

6.1.1.2 Contractor shall request reimbursement for expenditures associated with all Contract activities (excluding ECIP Fast Track and HEAP Electric and Gas) by reporting in the EARS, in accordance with CPN-E-19-002 Energy Reimbursement Policies and Procedures.

6.1.1.2.1 Expenditures for Admin, Assurance 16, Intake, ECIP WPO, HEAP WPO, ECIP EHCS, SWEATS, and EHA-16 program costs shall be reimbursed through the LIHEAP Monthly EHA 16 Expenditure Activity Report via EARS.

6.1.1.2.2 Expenditures for Weatherization Program Costs and Activities shall be reimbursed through the LIHEAP Monthly Weatherization Expenditure Activity Report via EARS.

6.1.1.2.3 Contractor shall submit adjustments in accordance with CPN-E-19-002.

6.1.1.2.4 Payment to Contractor for any given month shall be contingent upon receipt and approval by CSD of the preceding monthly submission.

6.1.1.3 Contractor shall ensure that the data reported in the Weatherization Database and the request for reimbursement reported in EARS, reconcile in accordance with CPA-E-18-005.

6.1.1.4 Contractor shall submit client details electronically to CORE for ECIP Fast Track, HEAP Electric and Gas, ECIP WPO, and HEAP WPO.

Contractor shall submit to CORE, applications that have received a pledge for ECIP Fast Track or HEAP Electric and Gas to CORE, within the

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



timeframe specified in the Direct Pay Utility Pledge Timeframe document located on the contract page of the CSD Local Agencies Portal.

6.1.1.5 Contractor shall submit requested client files, records, and documents to the File Transfer Protocol (FTP) Server as requested by CSD. CSD shall use Contractor submitted documents to perform an in-house desk review to verify compliance with financial, administrative, and programmatic requirements.

6.1.1.6 Reporting System Requirements

6.1.1.6.1 CSD will provide Contractor with specifications of minor IT reporting changes or other minor changes, and upon receipt of the specifications, Contractor shall implement system changes in their local system within 30 calendar days. Minor changes are those that are routine in nature to begin performance under the Contract such as but not limited to adjustments to the Expenditure Activity Report layout, adding or deleting measures and adjusting eligibility guidelines.

6.1.1.6.2 Major reporting changes, upon receipt of the specifications, shall be implemented in Contractor's local system as negotiated by CSD. Major IT system changes are those changes made to the business rule validations as listed in the most current Weatherization DTR and/or new field lines as outlined in the Data Transfer Reference Document (Schema-Breakdown). The most current Weatherization DTR and Data Transfer Reference Document (Schema-Breakdown) are located on the CSD Local Agencies Portal on the System Specification website page.

6.1.2 Solar Warranty and Maintenance Reporting

Contractors participating in the Solar Water Heating (SWH) Project shall report to CSD whenever warranty work and/or maintenance are required on any Solar Water Heating Systems installed under the SWH Program and CSD's Low-Income Weatherization Program (LIWP). The SWH Warranty and Maintenance Report shall include a written description of the following:

6.1.2.1 Dwelling address at which warranty and/or maintenance work was provided;

6.1.2.2 Reason for warranty and/or maintenance work (what was the problem);

6.1.2.3 The date (or dates) on which warranty and/or maintenance work was

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



provided; and

6.1.2.4 List of the costs charged to the LIHEAP contract for the warranty and/or maintenance work.

The SWH Warranty and Maintenance Report shall be submitted no later than 30 calendar days after the month in which reimbursement for the warranty and/or maintenance work is requested.

The SWH Warranty and Maintenance Report shall be submitted, via email, to wx@csd.ca.gov with the words "SWH Warranty and Maintenance Reports" in the Subject line.

Contractor shall retain all warranty and maintenance reports for the life of the warranty.

6.1.3 CSD Review and Approval of Reports

6.1.3.1 CSD shall review and approve Contractor's monthly reimbursement/activity reports before offsets to advances or reimbursement payments are issued. CSD will conduct an ongoing evaluation of Contractor's performance related to program and fiscal operations and its demonstrated ability to effectively utilize all funds available under this Contract.

6.1.3.2 The issuance of other CSD contracts, including reimbursement payments to the Contractor, shall be contingent upon timely receipt of the required reports and/or compliance with the material requirements of this Contract.

6.1.4 Close-out Report

6.1.4.1 Contractor shall submit on appropriate CSD forms, a close-out report, verifying all actual, allowable, and allocable costs earned during the term of this Contract and return all excess reimbursement and unexpended funds to CSD within 90 calendar days of the expiration of this Contract. If Contractor fully expends funds prior to the end of the contract term, all appropriate CSD close-out forms shall be submitted within 90 calendar days of final expenditure.

6.1.4.1.1 Administrative costs, outreach, intake, Assurance 16, Training and Technical Assistance shall not exceed the maximum allowable amounts.

6.1.4.1.2 Administrative and Assurance 16 costs shall remain proportionate to the cumulative allowable program

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



expenditures for Direct Services and Utility Assistance. Any Administrative and Assurance 16 costs that exceed these limits shall be disallowed.

6.1.4.1.3 Subsequent payments, including advance payments, for LIHEAP or other CSD contracts may be withheld, absent timely receipt of the close-out report of this Contract.

6.1.4.2 The issuance of other CSD contracts, and reimbursement and advance payments for existing contracts, may be withheld, absent receipt of the close-out report which is due no later than 90 calendar days after Contractor fully expends or the end of the Contract term.

6.1.4.3 The close-out report shall include the following:

6.1.4.3.1 Close-out checklist with authorized signature (CSD 733);

6.1.4.3.2 Interest and Program Income Earned Reconciliation Report (CSD 733F);

6.1.4.3.3 Report comparing production estimates, by Service Area, to actual expenditures, what lessons were learned, and what changes in operations and service delivery are anticipated in coming years; and

6.1.4.3.4 Equipment Inventory Schedule (CSD 733G).

6.1.4.4 Interest and Program Income-Earned

Contractor shall use a CSD 733F, LIHEAP Interest and Program Income Earned Close-out Reconciliation, to report actual costs and/or interest income earned and expended. Pursuant to 22 CCR § 100855 and in accordance with CPN-A-18-01 Program Income, program income earned and expended are subject to the expenditure and reimbursement guidelines for the program year in which expenditures occurred.

6.1.4.5 Any weatherization materials purchased with the funds under this Contract and remaining at the Contract expiration shall be credited against Contractor's weatherization materials expenditures under this Contract and charged to whatever other weatherization program Contractor may have in effect. If Contractor has no other weatherization program in effect, CSD shall determine how the materials will be disposed and what, if any, financial adjustments are required.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



# SUBVENTION CONTRACT

# PROGRAMMATIC REQUIREMENTS

## ARTICLE 7 - PROGRAM POLICIES AND PROCEDURES

### 7.1 LIHEAP Agency Local Plan

7.1.1 Contractor shall submit an annual LIHEAP Agency Local Plan to CSD by a date as determined by CSD. The LIHEAP Agency Local Plan is intended to systematize the gathering of planning information to assist CSD with its obligations under federal statute to provide programmatic assurances to the Secretary of the U.S. Department of Health and Human Services under the LIHEAP block grant and to enable the Contractor to plan and propose an annual budget that is consistent with the purposes of the Low-Income Home Energy Assistance Program and reflective of the needs of the local low-income population.

7.1.2 CSD will review the annual LIHEAP Agency Local Plan to ensure compliance with federal and state laws and departmental requirements.

If the LIHEAP Agency Local Plan documents do not indicate that the Contractor's proposed services and activities are in compliance with federal and State law governing the LIHEAP block grant, CSD may require Contractor to amend or supplement the responses or documentation, prior to execution of this Contract by CSD.

7.1.3 CSD's approval of the LIHEAP Agency Local Plan documents submitted by Contractor shall not be construed as approval of any costs expended under this Contract. The approval of all expenditures remains subject to the federal and state requirements that the actual costs be allowable and allocable in accordance with applicable statutes, regulations, and the provisions of this Contract.

### 7.2 Program Standards and Regulatory Requirements

7.2.1 Program Standards

7.2.1.1 Contractor shall adhere to all CSD program standards pursuant to the following documents which have been incorporated by reference and made part of this Contract as if attached hereto:

7.2.1.1.1 CSD Technical Reference Manual (TRM);

7.2.1.1.2 ECIP Policy and Procedures;

7.2.1.1.3 Official State and Federal Program Notices and Guidance Documents;

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



7.2.1.1.4 Current Eligibility and Verification Guide;

7.2.1.1.5 Weatherization DTR; and

7.2.1.1.6 Utility Assistance Data Transfer Business Rules.

7.2.1.2 Upon signing the CSD contract, Contractor is acknowledging receipt of all current technical manuals, policies, and protocols.

7.2.1.3 In the event of inconsistencies between policies and field protocols contained within the TRM and/or the Weatherization Policies and Procedures and this Contract, Contractor shall abide by the terms of this Contract.

7.2.2 Regulations

7.2.2.1 Standards contained in the most current Uniform Building Code and local city and county codes shall take precedence over the CSD TRM if the code requirement is not included in the manual and/or is more stringent.

7.2.2.2 All work performed by Contractor shall be in compliance with the most current and applicable provisions of the California Energy Commission Building Energy Efficiency Standards, Alterations under Title 24, Part 6, of the California Code of Regulations, California Home Energy Rating System (HERS) Program regulations.

7.2.2.3 Services provided to all covered pre-1978 dwellings shall be in compliance with the most current Environmental Protection Agency rules in 40 CFR Part 745 et seq., Lead-Based Paint Poisoning Prevention in Certain Residential Structures, and the Housing and Urban Development rules in 24 CFR Part 35 et seq., and Lead-Based Paint Poisoning Prevention in Certain Residential Structures.

7.2.2.4 All materials utilized for weatherization and ECIP EHCS purposes shall be in conformance with the Department of Housing and Human Services rules in 45 CFR Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.

7.2.2.5 All materials used must be in compliance with TRM material specifications for LIHEAP.

7.2.3 Title 24

7.2.3.1 Contractor shall, when required by its local jurisdiction, obtain a building permit when additions or alterations of existing residential buildings are

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



performed or when a component, system, or equipment of an existing building breaks, cannot be repaired and must be replaced.

7.2.3.2 Title 24 requirements are applicable only to energy conservation measures and Health and Safety replacement of heating, cooling, and water heating appliances performed in dwellings located within specific California Energy Commission (CEC) Climate Zone areas. Requirements to be applied are those specific to the California Energy Commission (CEC) Climate Zone where the dwelling is located. For a listing of the CEC climate zones, refer to the CSD Local Agencies Portal website at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

7.2.3.3 Contractor shall obtain the services of a qualified HERS Rater when required to perform required field verification and diagnostic testing on applicable weatherization measures and building alterations performed under this Contract.

7.2.3.4 The HERS Rater shall be an independent entity from the builder or subcontractor performing the building alteration and/or energy-efficiency improvement being tested and verified and shall have no financial interest in the work performed.

7.2.4 Pre-1978 Dwellings

7.2.4.1 Lead-based paint is presumed to be present in all pre-1978 units unless the dwelling unit has previously been certified by a California Certified Inspector/Risk Assessor to be lead-free.

7.2.4.2 HUD units not previously certified to be lead free, built prior to 1978, and receiving weatherization services in which painted surfaces exceeding de minimis levels are disturbed, require the successful achievement of lead-safe standards after the completion of weatherization services. Contractor shall assure that a third-party California Certified Inspector/Risk Assessor performs the clearance inspection after the completion of weatherization services and that the Assessor deems the weatherized HUD unit as lead-safe.

7.2.4.3 Contractor shall document notification to tenants of multi-unit housing of weatherization and/or renovation activities in common areas using the Notice of Weatherization/Renovation (CSD 320) or approved Contractor's equivalent and Record of Tenant Notification Procedures (CSD 322) or approved Contractor's equivalent.

## 7.3 Prioritization of Services

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



7.3.1 Contractor assures that ECIP, HEAP, and Weatherization activities are conducted in accordance with the Agency Local Plan in Article 14.

7.3.2 Activities shall be designed to provide assistance to low-income households in meeting their home energy costs, particularly those with the lowest incomes that pay a high proportion of household income for home energy, and that such methods to be utilized, and shall assure that eligible households, particularly those households with elderly individuals, disabled individuals, or children five years and under are made aware of the assistance available under this Contract.

## 7.4 Service Priority Guidelines

7.4.1 Contractor shall give first priority for services to those households with the lowest income and highest energy burden. In addition, Contractor shall factor into its first priority for services those households with the following vulnerable populations: young children (ages five years or under), disabled, and elderly persons (ages 60 years or older), in accordance with the Agency Local Plan.

7.4.2 Contractor may give first priority for services to those households whose members have life-threatening emergencies.

For the ECIP Fast Track, HEAP Electric and Gas, ECIP WPO and HEAP WPO program components, Contractor shall assign prioritization points consistent with the Agency Local Plan in Article 14.

7.4.3 Due to limited funding, contractors are discouraged from providing either:

7.4.3.1 Energy assistance benefits to households with substantial credit(s) on its utility bills; and/or

7.4.3.2 Weatherization services to dwellings previously weatherized under LIHEAP within the past four years. Contractors shall prioritize services to previously weatherized dwellings in accordance with the Agency Local Plan in Article 14.

7.4.4 Equitable Treatment

Contractor shall ensure that owners and renters receive equitable treatment under this program.

## 7.5 Outreach and Intake Activity Guidelines

7.5.1 Outreach

Contractor shall perform appropriate outreach activities to ensure that households in

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



the service area(s) are informed about all LIHEAP services and have an opportunity to apply for such services.

7.5.2 Intake

Contractor shall use intake program funds for determining eligibility of applicants seeking LIHEAP services. Services include the process of completing an intake application and reviewing applicant documentation. Contractor shall:

7.5.2.1 Establish reasonable hours whereby applicants will have access during regular business hours to seek program information with an assurance that the Contractor shall respond to the applicant's request within a reasonable amount of time;

7.5.2.2 Ensure applicants have access to applications, whether in hardcopy, electronic format, during regular business hours. Contractors whose offices are not staffed Monday through Friday must arrange for alternative points of access to LIHEAP applications. Contractor may satisfy this requirement by posting their application for download on their website or post a link directing applicants to an application posted at CSD's website at www.csd.ca.gov or at alternate location(s) or by mailing applications;

7.5.2.3 Accept applications for assistance during regular business hours;

7.5.2.4 Accept applications for ECIP Fast Track and WPO at sites that are geographically accessible to all households in the area served by Contractor;

7.5.2.5 Provide low-income individuals who are physically infirm with the means to submit applications for HEAP and ECIP without leaving their residences;

7.5.2.6 All sites where intake is conducted must be accessible to the disabled;

7.5.2.7 Contractor shall utilize the Energy Intake Form (CSD 43), or approved Contractor's equivalent, as a multipurpose form for referrals to the LIHEAP Weatherization program, the ECIP EHCS program, HEAP program, and DOE program; and

7.5.2.8 If Contractor opts to "pre-screen" applicants for benefits by discussing eligibility criteria and by counseling potential clients in advance of their completing and submitting an Energy Intake Form (CSD 43) or approved Contractor's equivalent, Contractor must apply income guidelines and Contractor's Priority Plan when prescreening applicants. If the applicant appears to be ineligible, Contractor must so inform the applicant but must

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



nevertheless notify prescreened applicants of the right to apply for benefits upon changes in the prescreened applicant's circumstances and status. Energy Intake Form (CSD 43) or approved Contractor's equivalent must be provided to a potential client upon request, whether or not a prescreening process is employed.

7.5.3 Applicant Written Notification of Benefits

Within 15 business days of receiving an application Contractor shall provide the applicant written or electronic notification of the application status, indicating whether the application has been approved, denied, deemed incomplete, or is still pending review.

7.5.3.1 If approved, the notice shall indicate the nature and an approximate timeframe in which the utility assistance payment will be provided and when weatherization services may be scheduled or if a referral was made to for weatherization services. The name of the utility company and the amount of the benefits also shall be included in the notification for Utility Assistance.

7.5.3.2 If denied, the notice shall indicate the reason for the denial and information regarding the appeal process.

7.5.3.3 If incomplete, the notice shall indicate what additional information or documentation is required.

7.5.3.4 If pending review, the notice shall provide a revised estimate of when the status of the application will be determined. Contractor must follow-up with a notification when a determination has been made.

7.5.3.5 If added to the waitlist for weatherization and the application is not processed, the notice shall provide the amount of time the application will be kept on file, disclaimer that the applicant is not guaranteed services and how applications are prioritized for services.

## 7.6 Assurance 16 Activity Guidelines

Assurance 16 program funds shall be used for services that encourage and enable households to reduce their home energy needs and thereby the need for energy assistance such as needs assessment, client education and budget counseling, and coordination with utility companies. These funds may not be used to identify, develop, and/or demonstrate leveraging programs.

7.6.1 Needs Assessment

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



Contractor must conduct a needs assessment for each client who submits an application that shall include computing the energy burden of each applicant's household and prioritizing households in accordance with Agency Local Plan in Article 14.

7.6.2 Client Education/Budget Counseling – General Requirements

Contractor shall provide all recipients of energy assistance under this Contract with applicable energy conservation information and budget counseling in accordance with the Contractor's approved Agency Local Plan in Article 14. As a minimum Contractor shall include the following:

7.6.2.1 Information regarding the importance of applying for energy assistance prior to falling behind in utility payments and information concerning various utility company budget payment plan(s) and other forms of energy assistance offered within the State;

7.6.2.2 Written information that describes energy-saving behavioral adjustments that will decrease the energy consumption of the household; and

7.6.2.3 Resource information, referral, family, and budget counseling in order to assist clients in achieving self-sufficiency.

7.6.3 Client Education/Budget Counseling – Weatherization and ECIP EHCS Specific

7.6.3.1 In addition to the above provisions, Contractor shall place in the client's file the Client Education Confirmation of Receipt (CSD 321) or approved Contractor's equivalent that substantiates that the client was provided with energy conservation, budget counseling, lead-based paint safe, mold and moisture, radon, and asbestos education.

7.6.3.2 Contractor shall provide the EPA pamphlet, "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools."

7.6.3.3 Contractor shall provide to all clients the EPA pamphlet, "A Brief Guide to Mold, Moisture, and Your Home."

7.6.3.4 Contractor shall provide the client with a description of the benefits that the client can expect to receive as a result of the weatherization measures installed and diagnostic tests performed in the dwelling.

7.6.3.5 Contractor shall provide the client with an explanation of the effect of each measure in terms of preventing air infiltration or the escape of heated or cooled air from the dwelling and how to maximize the effect of such

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



measures.

7.6.3.6 Contractor shall provide all clients with the EPA pamphlet, "A Citizen's Guide to Radon: The Guide to Protecting Yourself and Your Family from Radon."

7.6.3.7 The California Department of Public Health fact sheet FAQs "About Asbestos in the Home and Workplace".

7.6.4 Coordination

7.6.4.1 Contractor shall refer all potentially eligible applicants, including HEAP applicants, to the LIHEAP Weatherization Program, ECIP EHCS, California Alternative Rates for Energy Program (CARE), Reduced Rate Program (RRP), Arrearage Management Payment (AMP) Plan, DOE, or other energy or conservation programs. Contractor shall coordinate its activities with other federal, state, or local energy conservation programs with the goal of conserving energy, improving thermal efficiency, or defraying energy costs of low-income households.

7.6.4.2 Contractor shall provide assistance in coordinating the payment of client's energy/utility bill with the appropriate energy vendor or utility company. Contractor may also perform other coordinative activities with energy vendors/utility companies to provide input relative to the energy assistance needs of California's low-income households and a proactive educational concept in serving clients. This includes attending the California Public Utilities Commission's Low-Income Oversight Board Committee meetings.

## 7.7 Leveraging Activities

7.7.1 When ECIP EHCS services are provided Contractor shall refer, schedule or recommend a subsequent weatherization assessment, in accordance with the CSD TRM.

7.7.2 Leveraging weatherization funds may be used to install feasible measures in accordance with the CSD TRM. Client files shall be documented accordingly.

7.7.3 If Contractor is leveraging with non-CSD funded programs to meet CSD program requirements, then Contractor shall ensure that any non-CSD leveraged-funded activity performed in conjunction with the Weatherization and/or the ECIP EHCS program, is in conformance with weatherization guidelines. If permitted by the leveraged-funding source, Contractor shall document within the Weatherization and/or ECIP client file the activity performed, date of the activity performed, and the source of the leveraged funds. If the leveraged-funding source prohibits the disclosure

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



of such information, Contractor shall as a minimum make reference to the leveraged activity within the weatherization and/or ECIP client file.

7.7.4 If Contractor is leveraging with DOE, all DOE requirements shall apply.

7.7.5 CSD may use information about leveraged activities paid for with funds from leveraged-funding source for the purpose of verifying the delivery of services. CSD may review and verify or use a third-party inspector to review and verify that the leveraged-funded activities conform to applicable LIHEAP standards and practices.

## 7.8 Record-Keeping Responsibilities

7.8.1 Contractor shall maintain client intake/needs assessment form(s) for Weatherization, HEAP, and ECIP, together with appropriate supporting documentation and shall maintain separate client files containing supporting documents related to disqualifications, denials, and appeals for each applicant who is not certified as being eligible to receive assistance.

7.8.2 Contractor shall ensure that the ECIP Home Energy Supplier Assurance (CSD 416) or approved Contractor's equivalent is completed by each nonregulated utility company, e.g., propane suppliers, wood suppliers, etc., providing services to clients of this Contract.

7.8.3 Contractor shall make a reasonable effort to collect the completed Client/Customer Consent Form and Authorization to collect energy usage data when the client applying for services is not the person listed as the account holder of the utility bill. Client services shall not be denied if the client or bill account holder refuses to sign the consent form.

7.8.4 All Client Files – General Requirements

Contractor shall maintain a separate file for each applicant by either a hard copy or electronic file, or a combination of both. Contractor must ensure that the method selected to maintain files does not impose unreasonable effort in CSD's ability to review any files. These files shall include, the following documentation, when applicable:

7.8.4.1 For Public Agencies only: Statement of Citizenship, Alienage and Immigration Status for Public Benefits, (CSD 600), and supporting documents;

7.8.4.2 Energy Intake Form (CSD 43) or approved Contractor's equivalent. Priority points must be written in the designated space on the Intake form;

7.8.4.3 Multi-Family Property Intake Form (CSD 43 MFP) or approved

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



Contractor's Equivalent;

7.8.4.4 Utility/energy bill(s) for all sources of energy used by qualified households;

7.8.4.5 Documentation supporting eligibility in accordance with the Eligibility and Verification Guide;

7.8.4.6 Client Education Confirmation of Receipt (CSD 321) or approved Contractor's equivalent that substantiates that the client was provided services in accordance with Assurance 16 requirements;

7.8.4.7 Client denial or approval notification; and

7.8.4.8 Client/Customer Consent Form and Authorization (CSD 081) – Only requested when the client is not the account holder of the utility bill.

7.8.5 Client Files - ECIP Fast Track, ECIP WPO, HEAP, and WPO

Contractor shall maintain the following documents for each applicant receiving cash assistance services, as applicable:

7.8.5.1 Documentation that substantiates the requested ECIP Fast Track supplemental payment including the total amount due (at the time of intake) to the utility company, reconnection fees, and any other assessed utility fees/surcharges; it shall provide the condition(s) that establishes eligibility for benefits in accordance with ECIP Fast Track Benefit Determination Section 8.3 in subsection 8.3.3.3; and

7.8.5.2 Documentation that substantiates the requested ECIP WPO and WPO payment and supplemental payment in accordance with CPA-E-21-04 and CPA-E-21-04E WPO Benefit Formula Policy.

7.8.5.3 Documentation substantiating the portion of rent that is allocated toward energy costs.

7.8.6 Client Files - Weatherization and/or ECIP EHCS Specific

Contractor shall maintain the following documents for each applicant receiving weatherization and/or ECIP EHCS services, if applicable:

7.8.6.1 CSD Dwelling Assessment (CSD 540 series which includes: 540 Dwelling Assessment, 540A Weatherization Mold Assessment and Release, 540B Optional Customer Assessment Summary, 540C Whole-Dwelling Ventilation Calculation Worksheet, 540D Mechanical Ventilation

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Assessment, and 540E Refrigerator SIR Calculation Sheet) or approved Contractor's equivalent;

7.8.6.2 Combustion Appliance Safety Inspection (CASIF) (CSD CASIFs 700 or CSD 702 series);

7.8.6.3 Shell Leakage Data Sheet (CSD 704);

7.8.6.4 Duct Test Data Sheet (CSD 706);

7.8.6.5 CSD Weatherization Deferral (CSD 542) and other source documentation supporting deferrals and appeals;

7.8.6.6 Notice of Weatherization/Renovation (CSD 320) or approved Contractor's equivalent;

7.8.6.7 ECIP EHCS Assessment (CSD 57);

7.8.6.8 Record of Tenant Notification Procedures (CSD 322) or approved Contractor's equivalent;

7.8.6.9 Energy Service Agreement for Occupants (CSD 515A) or approved Contractor's equivalent;

7.8.6.10 Energy Service Agreement for Rental Property Owners (CSD 515B) or Contractor's equivalent;

7.8.6.11 Contractor Post-Weatherization Inspection Report (CSD 611);

7.8.6.12 Multi-Unit Dwelling Unit Eligibility Certification (CSD 75P) or approved Contractor's equivalent;

7.8.6.13 Client confirmation of work completed;

7.8.6.14 Required building permits or buildings permit applications, or documentation of permit cost; and documentary evidence of final permit;

7.8.6.15 Copy of lead clearance inspection by a California Certified Inspector/Risk Assessor for applicable pre-1978 HUD units;

7.8.6.16 Waivers from CSD to exceed maximum costs of weatherization measures;

7.8.6.17 Documentation that substantiates all actual labor hours including a time and activity log associated with each job;

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



7.8.6.18 Documentation of weatherization measures installed and leveraged with other CSD and non-CSD weatherization program funds;

7.8.6.19 Documentation that substantiates the criteria and basis for replacement of gas and electric appliances, including results of required diagnostic tests, and the non-feasibility of Mandatory Measures not performed or installed;

7.8.6.20 Documentation indicating the manufacturer, manufacture date, make, and model and metering information for all refrigerator replacements;

7.8.6.21 Documentation referring to CSD or non-CSD weatherization;

7.8.6.22 Documentation of HERS inspection report and a copy of the invoice from the HERS Rater, in addition to the Residential Compliance Form (CF-1R, CF-4R and CR-6R);

7.8.6.23 Documentation providing evidence that the client receiving disaster-related services was a victim of a natural disaster;

7.8.6.24 All Historic Preservation Online (HPO) review documentation, including copies of the printed Project Description sheet (PDS) and HPO site e-mails;

7.8.6.25 Photographic documentation as required by the CSD TRM;

7.8.6.26 Building File Report (BFR) and Improvement Analysis Report (IAR) in each client file and retention of electronic audit file;

7.8.6.27 Documentation of attempts to schedule post-weatherization inspection appointments if inspection could not be performed;

7.8.6.28 Lead Safe Weatherization and Lead Renovation, Repair and Painting Compliance Report (CSD 708);

7.8.6.29 Notice of Survey by Electrical Contractor (CSD 543);

7.8.6.30 REM Energy Audit Entry Form (CSD 544);

7.8.6.31 Insulation Certificate (CSD 610); and

7.8.6.32 REM/Design Multi-Family Input Sheet (CSD 808).

7.8.7 Client Files – SWEATS Specific

Contractor shall maintain the required documents for each applicant receiving

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



services under SWEATS in accordance with CPN-E-20-01 SWEATS Policy.

7.8.8 Translation of Forms

Contractor shall use a certified translator deemed qualified by the Contractor when translating CSD forms that require a client/customer signature into a foreign language.

7.8.9 Weatherization and ECIP EHCS Specific

7.8.9.1 Labor and Materials

7.8.9.1.1 Contractor shall maintain documentation in such a manner that include job references and total labor hours so that actual costs and actual labor hours billed to the weatherization and ECIP EHCS programs can be substantiated.

7.8.9.1.2 Contractor shall document all costs expended under this Contract with purchase orders, inventory records, and payroll records identifying the funding source.

7.8.9.1.3 Contractor shall maintain documentation in such a manner to prove that materials used under this program conform to the requirements contained within the CSD TRM and state, county, or local regulations.

7.8.9.2 Training

Contractors who perform weatherization and ECIP EHCS services are required to input, update, and maintain employee data in the CSD Training Database. The Training Database is located and maintained on the CSD Local Agencies Portal and is a repository for Contractor and their subcontractors to track and monitor employees' completed trainings as they progress through the CSD training curriculum. The Training Database shall also document all training received for each employee and shall include for each training session/course the source/location, type/content, and completion date.

7.8.9.2.1 CSD shall maintain all training records in the Training Database for trainings completed through the CSD Online Weatherization Training Center, CSD-approved Training Centers, and field or classroom training provided by CSD or its agents.

7.8.9.2.2 Contractors shall maintain all training records in the Training

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



Database for trainings provided by third parties for OSHA 10, OSHA 30, and EPA Renovator certifications as designated by CSD.

7.8.9.2.3 Contractors shall be responsible for maintaining the required training records in the same manner for their subcontractors.

7.8.9.2.4 Contractors shall update the Training Database employee information on or before the first day of each subsequent month.

7.8.9.3 Equipment

7.8.9.3.1 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.

7.8.9.3.2 Contractor and subcontractors who perform shell leakage testing and duct leakage diagnostic tests shall maintain the Manometer Calibration Log (CSD 786) documenting the calibration of all manometers as required.

7.8.9.3.3 Contractor and subcontractors who keep an inventory of portable appliances for the SWEATS program shall maintain a log documenting the location of all portable appliances on loan and in reserve. The log shall document the retirement or loss of the equipment.

7.8.9.4 Energy Audits

7.8.9.4.1 Contractor shall maintain electronic records generated from the REM/Design audit software for the required period of three years from submission of final report or until resolution of all related audit or monitoring findings, enforcement action, including cost disallowance, legal proceedings or other pending matters, whichever is later in accordance with Section 4.3.

7.8.9.4.2 Contractor shall make all records generated from the REM/Design audit software accessible to CSD, or a third-party inspector acting on CSD's behalf, for the purpose of a third-party inspections or monitoring.

7.8.9.4.3 Contractor shall submit all REM audits through the CSD Energy Audit Submittal System, including the initial audit

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



submittal and resubmittals reflecting changes based on CSD feedback. A final audit shall also be submitted to address one or more of the following:

7.8.9.4.3.1 Changes in measure cost; input of final duct or shell leakage readings, in lieu of estimated leakage used for initial improvement analysis;

7.8.9.4.3.2 Changes to the final scope of work; any decisions related to full or partial measure leveraging.

7.8.10 Automation

7.8.10.1 Contractor shall use an automated application system capable of supporting LIHEAP's (Weatherization, ECIP EHCS, ECIP WPO, and HEAP WPO) data collection, reporting requirements, and client data transmission to CSD. No database transfer will be accepted prior to the completion of successful data file transfer testing to CSD. Contractor shall submit the data in accordance with CSD's Weatherization DTR layout found at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx. Contractor shall exercise best practice and perform a daily backup of all client data/application systems that capture LIHEAP service detail. Contractor shall assure that adequate files are maintained as required in Section 7.8.

7.8.10.2 Contractor shall also be responsible for monitoring the CORE online reports and for resolving payment issue(s) related to the delivery of benefits. The Agency Allocations/System Maintenance screen shall display historical and current detail level of program allocation information, summarizing Contractor's annual program allocation, expenditures, and returned benefits eligible for reissuance, if any. The Variance Report shall display the detail level of benefit information whereby the eligible benefit amount differs from the paid benefit amount. For resolution of partial credit returns, Contractor shall be responsible for following up with the client to resolve payment issue(s) and for providing CSD with the necessary information to reissue benefit(s). For full credit returns and warrant redeposits, Contractor shall be responsible for resolving and updating client data in CORE to reissue benefit(s).

7.8.10.3 Utilizing reporting options available within the CORE On-Line System, Contractor shall be responsible for generating HEAP and ECIP (Fast Track) reports to attain data specific to the following: rejected records, intake data, client and payment status, expenditures and current allocation balance, returned benefits, summarized county energy costs and burden, and a year-to-date goal status.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



# SUBVENTION CONTRACT

## ARTICLE 8 - PROGRAM IMPLEMENTATION

### 8.1 HEAP/WPO Activity Guidelines

8.1.1 Applicant Eligibility

8.1.1.1 Assistance shall be available only to households with incomes that do not exceed an amount equal to 60% of the State median income.

8.1.1.2 Income verification must be for one month. For acceptable types of documentation and processing timeframes, refer to the current LIHEAP Eligibility and Verification Guide at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx.

8.1.1.3 Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for WPO to determine the client's energy burden.

8.1.2 Eligible households may receive only one ECIP Fast Track/WPO, or HEAP/WPO payment per program year. However, Contractor can use program income to provide a supplemental ECIP Fast Track/WPO or HEAP/WPO for clients experiencing an extenuating circumstance. In addition to receiving one ECIP (Fast Track/WPO) or HEAP/WPO payment and/or supplemental program income benefit payment, eligible households may receive ECIP EHCS services and/or other weatherization services.

8.1.3 Contractor must ensure that the issuance of HEAP WPO benefits are in accordance with CPA-E-21-04 WPO Benefit Formula Implementation.

8.1.4 Contractor must exercise due care to ensure that duplication of ECIP Fast Track/WPO or HEAP/WPO payments does not occur at any time during the term of this Contract.

8.1.5 Once applicants meet the eligibility and prioritization criteria and funds are available:

8.1.5.1 Contractor shall complete the ECIP/HEAP Payment Request Confirmation (CSD 415) or approved Contractor's equivalent form or approved Contractor's equivalent process that confirms payment was made to the client's account. If the client does not have an account, confirmation of the delivery of the benefit to the client is required;

8.1.5.2 Contractor shall make payments directly to energy vendors on behalf of clients whose energy sources are wood, propane, or oil;

8.1.5.3 CSD will not make payments to clients for WPO assistance; and

8.1.5.4 Before paying energy vendors, Contractor shall verify that charges for the

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



services and goods provided are reasonable and within fair market value.

8.1.6 Contractor shall notify the applicant of the recipient household, in writing, when payments are made directly to an energy vendor for wood, propane, or oil on their behalf.

8.1.7 Contractor shall forward payments for WPO on behalf of applicants to corresponding energy vendor within 60 calendar days from the date obligation was incurred, unless a formal contract, approved by CSD, between Contractor and vendor provides for other terms.

## 8.2 Weatherization Activity Guidelines

8.2.1 Applicant Eligibility

8.2.1.1 Assistance shall be available only to households with incomes that do not exceed an amount equal to 60% of the State median income.

8.2.1.2 Income verification must be for one month. For acceptable types of documentation, refer to the current LIHEAP Eligibility and Verification Guide at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx.

8.2.1.3 Contractor shall certify a household's income eligibility prior to the delivery of energy program services.

8.2.1.4 The income certification shall remain in effect for a period of 120 days from the date applicants are deemed eligible for services.

8.2.1.5 Contractor shall recertify household's income eligibility by obtaining updated income verification documentation if the dwelling assessment has not been completed within 120 days from the income certification date.

8.2.1.6 In the event the Contractor is unable to perform all weatherization services within the 180 days from dwelling assessment date, Contractor shall obtain updated income verification documentation to recertify the household's income eligibility.

8.2.1.7 Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for wood, propane, and oil to determine the client's energy burden.

8.2.2 Dwelling Eligibility

8.2.2.1 Contractor shall perform the assessment of weatherized dwellings within 120 days of the income certification date to receive weatherization

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



assistance services.

8.2.2.2 Contractor shall complete the post-combustion appliance safety test within 60 days from the date of the pre-combustion appliance safety test. In the event the Contractor is unable to perform the work associated with the combustion appliance safety testing and the post-combustion appliance safety test within the 60-day period, Contractor shall perform another pre-test for the dwelling prior to commencing the delivery of any form of weatherization assistance services.

8.2.2.3 Contractor shall complete weatherization services within 180 days from the date of the original assessment of a dwelling.

8.2.2.4 Permission to Provide Services

8.2.2.4.1 Contractor shall obtain written permission of the owner-occupied dwelling from the tenant and the owner (or owner's agent) to perform any weatherization services. Such permission shall be recorded on the Energy Service Agreement for Occupant (CSD 515A) or approved Contractor's equivalent or the Service Agreement for Rental Property Owner (CSD 515B) or approved Contractor's equivalent.

8.2.2.4.2 If during the course of performing weatherization services in a dwelling, Contractor identifies that significant structural and/or engineering changes may occur, Contractor shall re-obtain written permission of the owner-occupant dwelling from the owner of a rental unit prior to continuing with the scheduled work.

8.2.2.5 Rent Increase Restrictions

8.2.2.5.1 For a period of two years after weatherization work has been completed on a dwelling containing a unit occupied by an eligible household, the tenants in that unit (including households paying for their energy through their rent) will not be subjected to rent increases unless those increases are demonstrably related to matters other than the weatherization work performed.

8.2.2.5.2 Tenants shall be given a written summary of these conditions with the current telephone number of the Contractor with instructions on how to file a complaint should these conditions not be met. Contractor shall investigate all complaints filed and shall forward a copy of all written complaints to CSD or, if a

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



verbal complaint has been made, contact CSD with the details of the complaint-including date complaint was made, date investigations began, and results.

8.2.2.5.3 CSD will evaluate the merits of the complaint and all supporting documentation. If CSD determines a complaint is valid, CSD may pursue collection activities against the landlord in the amount equal to the weatherization work performed on that unit and/or building.

8.2.2.6 Multi-Unit Dwellings

8.2.2.6.1 In accordance with 10 CFR § 440.22(b) (2), Contractor may weatherize the whole building containing rental dwelling units when 66% (50% for duplexes and four-unit buildings) or more of the dwelling units in the building are income eligible:

8.2.2.6.1.1 Are eligible dwelling units, or

8.2.2.6.1.2 The dwelling units will become eligible (occupied by eligible low-income tenants) within 180 days under a federal, state, or local government program for rehabilitating the building or making similar improvement to the building.

8.2.2.6.2 If dwelling units are qualified for services through a federal, state, or local government rehabilitation program, documentation to verify participation in the rehabilitation program is required in the master job file.

8.2.2.6.3 Contractor shall complete a Multi-Unit Dwelling Unit Eligibility Certification (CSD 75P) or approved Contractor's equivalent for each building and shall maintain a copy in each individual client file.

8.2.2.6.4 Contractor shall certify unit eligibility by completing Energy Intake Form (CSD 43) or approved Contractor's equivalent for each dwelling unit in each building. Certification of eligibility by the owner/manager of the occupants of the building is not acceptable.

8.2.2.6.5 No undue or excessive enhancement shall occur to the value of the dwelling units.

8.2.2.7 Previously Weatherized Dwellings

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



8.2.2.7.1 Once a dwelling has been submitted to CSD for reimbursement as a completed unit, any subsequent weatherization services provided to the dwelling shall be considered reweatherization, unless the work performed is for a call-back as specified in 8.2.2.8 below.

8.2.2.7.2 A previously applied measure may be reinstalled during its useful life term, as described in the Reimbursement Rates for Weatherization and EHCS Activities, due to premature failure or if the measure was destroyed by the prior-occupying household. Justification for the replacement must be documented in the client file.

8.2.2.7.3 Unoccupied multi-unit dwellings previously weatherized in accordance with this Contract and which receive appliance repair and/or replacement services upon occupation by an eligible tenant, shall be deemed re-weatherized dwellings.

8.2.2.7.4 If a dwelling has been previously weatherized under a CSD or another federal or non-federal program, Contractor may provide previously unapplied mandatory and optional measures within the dollar limits of this Contract.

8.2.2.8 Call-back

Services provided in a previously weatherized dwelling to correct a previously installed measure within the warranty period or as a result of a CSD inspection finding is a call-back and is allowable. Demographics for a callback are not included for reporting purposes.

8.2.2.9 Ineligible Dwellings

8.2.2.9.1 Contractor shall not weatherize a dwelling unit that is designated for acquisition or clearance by a federal, state, or local program within 12 months from the date of completion of the proposed weatherization.

8.2.2.9.2 Contractor shall not weatherize any dwelling under this Contract unless the property owner agrees to all the terms and conditions of the CSD Dwelling Assessment Form (CSD 540) and signs the Energy Service Agreement for Occupant (CSD 515A) or Service Agreement for Rental Property Owner (CSD 515B).

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



8.2.2.9.3 No institutional or commercial building including, but not limited to, universities, schools, nursing homes, hospital, shelters, or group homes, may be weatherized under this Contract.

8.2.3 Minimum Requirements for Weatherization Services

8.2.3.1 Contractor must install all feasible weatherization measures in accordance with the CSD TRM.

8.2.3.2 Single-family detached and other single-story dwellings that have not been previously weatherized under a CSD program or another program may be weatherized under this Contract only if:

8.2.3.2.1 Ceiling Insulation plus two additional Mandatory Measures are installed, or

8.2.3.2.2 In the event Ceiling Insulation is already installed or otherwise not feasible, at least three Mandatory Measures are installed.

8.2.3.3 Multi-unit dwellings that have not been previously weatherized under a CSD program or other program may qualify for weatherization services only if ceiling insulation plus two additional Mandatory Measures are installed or, in the event ceiling insulation is already installed or otherwise not feasible,-at least three Mandatory Measures are installed.

8.2.3.3.1 Installation of ceiling insulation shall be counted as a ceiling insulation measure for each unit within that building envelope.

8.2.3.3.2 Installation of a common water heater shall qualify as a Mandatory measure for each unit served by the same water heater.

8.2.3.4 If the required minimum number of weatherization measures cannot be installed due to the deferral of measures, then the entire unit shall be deferred in accordance with the CSD TRM.

8.2.3.5 The minimum number of weatherization measures may be leveraged with other weatherization programs. All leveraged measures used to fulfill the minimum number of required weatherization measures shall meet CSD installation standards.

8.2.3.6 Contractor may complete weatherization services on agriculture housing units or multi-family units if each unit is separately metered and the services will result in a cost savings to the tenant.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



8.2.4 Dwelling Assessments

8.2.4.1 Contractor shall assess the dwelling of each eligible applicant to determine if the unit is structurally sound and not in need of extensive repairs.

8.2.4.2 Contractor shall determine whether the dwelling meets the criteria for a Historic Preservation Review pursuant to subsection 8.2.4.7.2.

8.2.4.3 Contractor shall ensure that all dwelling assessments are performed by trained individuals possessing all the required skill and training as specified in Section 9.1, Training Requirements. In addition, Assessors must complete all required online based training courses to include: Environmental Hazard, Lead Safe Weatherization, and Health and Safety.

8.2.4.4 Contractor shall ensure job separation between staff performing dwelling assessments and the crew personnel responsible for performing the actual installation of weatherization measures. Assessors may not install weatherization measures in the same dwelling where the assessor performed the assessment for weatherization services.

8.2.4.5 If Contractor elects to subcontract with entities outside of CSD's network of Local Service Providers for the full installation of weatherization measures, the subcontractor performing the installation of weatherization measures shall not perform the dwelling assessment. Contractor shall ensure job separation by using Contractor's staff or another subcontractor to perform the dwelling assessments.

8.2.4.6 Contractor shall provide written documentation or notification to the owner-occupant and the owner of a rental unit or owner's agent and inform the tenant of any significant structural and engineering changes required to complete the weatherization work before the specified work commences.

8.2.4.7 Dwelling Assessment Performance

8.2.4.7.1 Dwelling assessments shall include the following required activities:

8.2.4.7.1.1 The visual assessment of the eligible dwelling to identify safety and structural hazards conditions present within the dwelling that may limit ability to perform any or all of the required weatherization services in accordance with CSD weatherization guidelines and terms of this Contract. Assessor shall

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



disclose all noted safety and structural hazard conditions to the property owner and tenant, where applicable;

8.2.4.7.1.2 The visual inspection and pre-CAS diagnostic testing of all combustion appliances as to identify the presence of combustion appliance safety conditions within the occupied living space and requiring immediate attention and the offering of prescribed list of health and safety measures needed to remedy noted conditions; and

8.2.4.7.1.3 The visual inspection of dwelling to identify any structural deficiencies and/or barriers inhibiting the ability for required pressurized diagnostics to occur. Assessor shall also inform client of the various types of diagnostic testing to be performed within the dwelling, including the general nature and benefits of each form of required diagnostic testing.

8.2.4.7.2 Historic Preservation Review of Dwellings

8.2.4.7.2.1 To ensure compliance with Section 106 of the National Historic Preservation Act (54 USCS §§ 100101 et seq. & 300101 et seq., former 16 USCS §§ 470 et seq.), CSD will establish appropriate procedures for historic property review standards as outlined by a Programmatic Agreement with the State Historic Preservation Office. The established review standards will be utilized for weatherization activities conducted under the LIHEAP on dwellings that are 45 years or older. For purposes of this Contract, the historic review shall be known as the Historic Preservation Review.

8.2.4.7.2.2 Contractor shall ensure that a Historic Preservation Review is completed on a dwelling that is either: (1) 45 years or older, (2) located within a historic district, or (3) considered to be of exceptional importance under the National Register Criteria for Evaluation pursuant to 36 CFR § 60.4.

8.2.4.7.2.3 When a dwelling assessment is performed and the dwelling is determined to meet any of the criteria specified in subsection 8.2.4.7.2.2, Contractor shall

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



initiate the Historic Preservation Review process pursuant to DOE WAP ARRA No. 010.

8.2.4.7.3 Combustion Appliance Safety (CAS) Tests

8.2.4.7.3.1 The completion of the entire combustion appliance safety (CAS) test is required on all dwellings with combustion appliances.

8.2.4.7.3.2 If it is determined during the CAS test that the dwelling unit contains a condition that is hazardous to the occupants, proper steps must be taken to alleviate the hazard. In these cases, infiltration reduction measures may not be installed until the hazard has been corrected; however, Contractor may install non-infiltration measures in the interim, until the CAS condition is corrected.

8.2.4.7.4 If the dwelling unit is not eligible because of the need for extensive repair, the unit shall not be serviced, and 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.

8.2.4.7.4.1 Documentation of such ineligibility due to the need for extensive repairs shall be recorded on the CSD Weatherization Deferral (CSD 542).

8.2.4.7.4.2 If the applicant can obtain the necessary repairs to make the dwelling unit eligible for weatherization services, weatherization activities may be accomplished following the repair work.

8.2.4.8 Contractor shall ensure the health and safety of weatherization personnel in carrying out activities funded under this Contract. In the event the weatherization of a dwelling threatens the general health and safety of weatherization field personnel, Contractor shall take measures to ensure the safety of the personnel and thoroughly document the incident(s) utilizing the CSD Weatherization Deferral (CSD 542). The deferral form does not need to be signed by the client where weatherization personnel construe the client or occupants of the dwelling to be threatening and hostile. If unable to get a signature, a certified letter shall be sent to the owner, along with the tenant if the residence is a rental.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



8.2.5 Diagnostic Testing

8.2.5.1 Contractor shall perform the shell leakage diagnostic testing only for shell sealing purposes on a minimum of 20% of the total SFD (one to four units) including mobile homes**,** and a minimum of 5% of MUD (five or more units) weatherized under this Contract. Shell leakage diagnostic testing shall be proportionate to the number of completed units for each quarterly period.

8.2.5.2 Following a determination that no combustion byproduct hazards exist, Contractor shall perform pressure diagnostic guided infiltration reduction using a pre-weatherization shell leakage test.

8.2.5.3 Duct Blaster diagnostic testing shall be required on all dwellings with forced-air systems.

8.2.5.4 Contractor shall ensure that all dwelling diagnostic tests are performed by trained individuals possessing all the required skill and training as specified in Section 9.1, Training Requirements.

8.2.5.5 If an unvented space heater is being utilized, infiltration reduction measures shall not be applied unless venting is installed, or the unit is replaced.

8.2.6 Health and Safety Measures

8.2.6.1 Prior to the performance of any heating/cooling service, a qualified technician must perform a diagnostic inspection of the primary heating/cooling appliance to assess operational performance.

8.2.6.2 Contractor is authorized to mitigate health and safety hazards in accordance with the CSD TRM.

8.2.6.3 Health and Safety Measures and Mandatory Insulation Measures must be installed in priority order. Other Mandatory Measures must be installed before optional measures, and no measure shall be excluded, unless the:

8.2.6.3.1 Shell leakage and/or pressurized duct diagnostic test indicates that installation of the measure is not necessary;

8.2.6.3.2 Dwelling already has that measure in place;

8.2.6.3.3 Measure cannot be properly installed;

8.2.6.3.4 Client refuses installation (client refusal is to be documented

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



and placed in file);

8.2.6.3.5 Maximum dollar limit is reached; or

8.2.6.3.6 Measure is not needed or required.

8.2.6.4 After Health and Safety Measures have been addressed, Insulation Measures, if feasible, must be installed prior to the installation of any other Mandatory and Optional Measures. Non-Mandatory Measures including Infiltration Reduction, General Heat Waste, and Electric Base Load Measures need not be installed in priority order.

8.2.6.5 If a health and safety hazard is found to exist that requires replacing or repairing a combustion appliance, the cost of which will preclude the installation of the required number of Mandatory Measures for a unit to be weatherized, the dwelling may qualify for weatherization under the following conditions:

8.2.6.6 The combustion appliance is repaired or replaced; and

8.2.6.7 All remaining feasible Mandatory Measures are installed up to the maximum dollar limit.

8.2.6.8 If the dollar limit has not been reached in installing feasible Mandatory Measures, Contractor may install optional measures.

8.2.6.9 Health and Safety Measures

8.2.6.9.1 The following guidelines are restricted to occupied SFD and/or MUD units:

8.2.6.9.1.1 A residential heating source that qualifies for repair and replacement services must be a single, pre-existing heating appliance, serving as the dwelling's primary heating source; and

8.2.6.9.1.2 A residential cooling source that qualifies for cooling services must be a single, pre-existing cooling appliance, serving as the dwelling's primary cooling source, limited to mechanical air conditioners, central and window/wall air conditioners, and evaporative coolers.

8.2.6.9.2 Any and all health and safety heating/cooling appliance services shall be performed in accordance with the following

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guidelines:

8.2.6.9.2.1 All repair and replacement services are limited to dwellings with pre-existing heating and cooling appliances. An exception to this rule exists, however, for those dwellings without a heating and cooling appliance and there are no means to provide adequate heating and/or cooling during a climatic season that would cause imminent harm to the health and wellbeing of individuals or the household.

8.2.6.9.2.2 For those conditions where a true crisis exists, and the heating and/or cooling needs cannot be remedied by the installation of a permanent repair or new appliance installation, Contractor shall provide such dwellings with temporary portable devices to support the means of providing adequate cooling and/or heating to occupants of the residence to alleviate the crisis situation and to meet basic heating/cooling needs.

8.2.6.9.2.2.1 Occupant shall be advised of the higher energy consumption associated with portable heating/cooling devices.

8.2.6.9.2.2.2 Occupant shall certify that all of the manufacturer's safety instructions will be abided by.

8.2.6.9.2.2.3 Contractor shall make all attempts to purchase Energy Star-rated portable devices if available.

8.2.6.9.2.3 The age of a heating/cooling appliance shall not be used as a basis for replacement.

8.2.6.9.2.4 When repair, replacement, or installation of a primary heating appliance is required in accordance with the conditions and requirements above but cannot be completed for any reason, the entire dwelling shall be deferred.

8.2.6.9.3 Contractor shall repair a defective primary heating appliance when the cost to assess and repair is estimated at less than 50%

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of the cost of installing a new replacement unit.

8.2.6.9.4 If during the course of repairing the defective unit additional problems are found that would increase the cost of repairs to more than the allowable limit for repair costs, the unit may be replaced.

8.2.6.9.5 When replacement of a defective primary heating/cooling appliance is performed, Contractor shall perform necessary duct repair and/or replacement services in order to conform to Title 24 requirements.

8.2.6.9.6 Fuel switching or replacement of a heating/cooling appliance for an alternate type shall only be allowed when justified by an energy audit as described in TRM Appendix D *Energy Audit/Priority List Protocol*.

8.2.7 Energy Audit Requirements

8.2.7.1 If all feasible measures classified under Health and Safety, Infiltration Reduction and other Mandatory Measures have been assessed, Contractor may assess additional measures utilizing the Energy Audit Requirements by conducting a REM/Design or Targeted Retrofit Energy Analysis Tool (TREAT) audit in accordance with CSD Single-Family/Small Multi-Family Energy Audit Protocol, CSD Multi-Family Energy Audit Protocol.

8.2.7.2 Energy audits shall be conducted as specified in the CSD Single-Family/Small Multi-Family Energy Audit Protocol (CSD TRM) incorporated by reference to this Contract and available on the CSD Provider website at https://providers.csd.ca.gov/Energy/Weatherization.aspx.

8.2.7.2.1 REM/Design energy audit tool may be applied to single-family dwellings, mobile homes, and multi-unit dwellings containing 24 or fewer dwelling units where each unit is independently heated and/or cooled.

8.2.7.2.2 Targeted Retrofit Energy Analysis Tool (TREAT) may be applied to all multi-unit dwellings except for those multi-unit dwellings that are qualified to use REM/Design.

8.2.8 Occupant Notification

If, in accordance with the provisions of this article, any notice to an occupant is required, notice shall be in writing and a copy of such notice shall be given to the

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owner of the unit, when the unit is occupied by a non-owner occupant, or when the unit is vacant.

## 8.3 Energy Crisis Intervention Program (ECIP) Services Activity Guidelines

8.3.1 Purpose of ECIP Funds

ECIP funds may only be used to resolve emergencies that fit the federal definition [42 USC § 8622(1)], including:

8.3.1.1 A natural disaster (whether or not officially declared),

8.3.1.2 A significant home energy supply shortage or disruption,

8.3.1.3 An official declaration of a significant increase in:

8.3.1.3.1 Home energy costs;

8.3.1.3.2 Home energy disconnections;

8.3.1.3.3 Enrollment in public benefit programs; or

8.3.1.3.4 Unemployment and layoffs.

8.3.1.4 An official emergency declaration by the Secretary of Health and Human Services.

8.3.1.5 In those situations where there is not an official federal, state, or local declaration of emergency, e.g., an undeclared natural disaster or a significant home energy supply shortage or disruption that affects a low-income individual, an emergency will be deemed to exist by CSD where there is imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

8.3.2 Capacity and Responsibility to Provide Emergency Assistance

8.3.2.1 In accordance with federal and state law and ECIP Policy and Procedures, Contractor must be qualified and capable of carrying out an energy crisis intervention program that provides timely and effective emergency assistance, not later than the timeframes stated in 42 USC § 8623(c), that resolves the energy crisis. Contractor must meet minimum program requirements for timing and ensuring accessibility to eligible applicants as further defined at 42 USC § 8623(c).

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Once applicants meet the eligibility and prioritization criteria and funds are available, Contractor shall:

8.3.2.1.1 Within 48 hours after a household applies and is determined to be eligible for ECIP, provide assistance in the form of a payment guarantee to the appropriate gas or electric vendor or a WPO payment that will resolve the energy crisis; and

8.3.2.1.2 Within 18 hours after a household applies and is determined to be eligible for ECIP, provide assistance in the form of a payment guarantee to the appropriate gas or electric vendor or a WPO that will resolve the energy crisis if such household is in a life-threatening situation.

8.3.2.2 Contractor agrees to provide all reasonable information requested by CSD during the term of this Contract in order to enable CSD to assess the adequacy of Contractor's current energy crisis intervention program and Contractor's ability to implement the program.

8.3.2.3 Federal and state law permit the allowability of costs to the ECIP only where the costs are used to provide emergency assistance in an energy crisis. In addition to all other provisions in this Contract permitting, restricting, or otherwise relating to ECIP costs, such costs are allowable only upon adequate demonstration by the Contractor that the related activities meet the definition of "emergency" as specified in federal law and this Contract.

8.3.3 ECIP Fast Track and WPO

8.3.3.1 ECIP Fast Track and WPO Services shall be provided in accordance with the Agency Local Plan in Article 14.

8.3.3.2 Applicant Eligibility

8.3.3.2.1 Assistance shall be available only to households with incomes that do not exceed an amount equal to 60% of the State median income.

8.3.3.2.2 Income verification must be for one month and current within six weeks of the application intake date or an annual award letter. For acceptable types of documentation, refer to the LIHEAP Eligibility and Verification Guide. Contractor shall maintain appropriate documents in each applicant's file.

8.3.3.2.3 Contractor shall collect copies of all of the household's energy

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



utility bills for the current month, and if applicable, receipt(s) for (WPO) to determine the client's energy burden.

8.3.3.2.4 Conditions for ECIP services must meet the criteria for an emergency as defined in 42 USC §8622 (1), ECIP Policy and Procedures and Article 13, Definitions.

8.3.3.2.5 ECIP Fast Track Utility Assistance

8.3.3.2.5.1 The applicant must receive energy services and be billed directly by one of the following energy providers: a utility company and/or a mobile home park that owns its own power source(s) or a submetering billing service with the statutory authority to shut off utility services.

8.3.3.2.5.2 For purposes of the present Section 8.3.3, an emergency energy-related crisis does not exist if the cost of energy is included in the applicant's rent, and Contractor may not make ECIP Fast Track payment(s).

8.3.3.2.6 In addition to the applicant eligibility criteria listed above, services for ECIP Fast Track and ECIP WPO may not be provided unless at least one of the following criteria pursuant to Government Code §16367.5 (e) pertains and is documented or certified by Contractor:

8.3.3.2.6.1 Proof of utility shutoff notice;

8.3.3.2.6.2 Proof of energy termination;

8.3.3.2.6.3 Insufficient funds to establish a new energy account;

8.3.3.2.6.4 Insufficient funds to pay a delinquent utility bill;

8.3.3.2.6.5 Insufficient funds to pay for essential firewood, oil, or propane; or

8.3.3.2.6.6 CSD further defines WPO crisis as 30 days or less of fuel.

8.3.3.3 ECIP Fast Track Benefit Determination

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



ECIP Fast Track benefits shall be determined using the base benefit amount and, when applicable, a Contractor-determined supplemental benefit amount. Contractors shall issue ECIP Fast Track benefits in accordance with the following:

8.3.3.3.1 Contractor shall ensure that the total ECIP Fast Track benefit amount (Base benefit amount plus supplemental benefit amount) is limited to and does not exceed the total amount due (at the time of intake) to the utility company for energy charges, reconnection fees, and other assessed utility fees/surcharges in order to alleviate the crisis situation.

8.3.3.3.2 When only issuing the base benefit amount (no supplemental payment), Contractor may exceed the total amount due to the utility company in energy charges, reconnection fees, delinquent utility bill establishing arrearages and/or past due balances, and other assessed utility fees/surcharges to alleviate the crisis situation.

8.3.3.3.3 Contractor shall ensure that the maximum total ECIP Fast Track benefit amount (Base benefit amount plus supplemental benefit amount) does not exceed $3,000. If Contractor uses program income to provide a supplemental ECIP Fast Track payment, the total payment cannot exceed $3,000.

8.3.3.3.4 Contractor shall provide full justification for benefits paid by documenting the client file(s) to include the amount of charges and verification by the utility company.

8.3.3.3.5 Contractor shall review, check for duplicates, and approve applications in accordance with Contractor's approved Agency Local Plan in Article 14 and the current LIHEAP Eligibility and Verification Guide.

8.3.3.4 WPO Benefit Determination

8.3.3.4.1 WPO benefits shall be determined in accordance with CPA-E-21-04 and CPA-E-21-04M WPO Benefit Formula Implementation.

8.3.3.4.2 Contractor shall review, check for duplicates, and approve applications in accordance with Contractor's approved Agency Local Plan in Article 14 and the current LIHEAP Eligibility and Verification Guide.

8.3.3.5 ECIP Fast Track/WPO Payment Guidelines

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



8.3.3.5.1 Eligible households may receive only one ECIP Fast Track/WPO, or HEAP/WPO payment per program year; however, Contractor can use program income to provide a supplemental ECIP Fast Track/WPO or HEAP/WPO for clients experiencing an extenuating circumstance. In addition to receiving one ECIP (Fast Track/WPO) or HEAP/WPO payment, eligible households may receive ECIP EHCS services and/or other weatherization services, if needed.

8.3.3.5.2 Contractor shall ensure that the maximum base benefit total for ECIP WPO does not exceed $1,000. If Contractor uses program income to provide a supplemental ECIP WPO payment, the total payment cannot exceed $1,000.

8.3.3.5.3 Contractor shall exercise due care to ensure that duplication of ECIP Fast Track/WPO or HEAP/WPO payments does not occur at any time during the term of this Agreement.

8.3.3.5.4 When a HEAP payment or ECIP Fast Track payment has been made directly to an energy vendor, notification of payment(s) shall be shown as a credit on the utility bill(s).

8.3.3.6 ECIP WPO Payment Guidelines Specific

8.3.3.6.1 Contractor shall complete the ECIP/HEAP Payment Request Confirmation (CSD 415) or approved Contractor's equivalent form or approved Contractor's equivalent process that confirms payment was made to the client's account. If the client does not have an account, confirmation of the delivery of the benefit to the client is required.

8.3.3.6.2 Contractor shall make payments directly to energy vendors on behalf of clients whose energy sources are wood, propane, or oil.

8.3.3.6.3 CSD will not make payments to clients for WPO assistance.

8.3.3.6.4 Before paying energy vendors, Contractor shall verify that charges for the services and goods provided are reasonable and within fair market value.

8.3.3.6.5 Contractor shall notify the applicant of the recipient household, in writing, when payments are made directly to an energy vendor for wood, propane, or oil on their behalf.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



8.3.3.6.6 Contractor shall forward payments for WPO on behalf of applicants to corresponding energy vendor within 60 calendar days from the date obligation was incurred, unless a formal contract, approved by CSD, between Contractor and vendor provides for other terms.

8.3.4 ECIP Emergency Heating and Cooling Services (EHCS)

8.3.4.1 Applicant Eligibility

Eligibility of the applicant shall meet all requirements for eligibility as described in the Weatherization Activity Guidelines specified in Section 8.2.

8.3.4.2 Dwelling Eligibility

Eligibility of the dwelling shall meet all requirements for eligibility as described in the Weatherization Activity Guidelines specified in Section 8.2.

8.3.4.3 Dwelling Assessments

8.3.4.3.1 Assessment of the dwelling shall meet all requirements as described in the Weatherization Activity Guidelines specified in Section 8.2.

8.3.4.3.2 Work crews of Contractor who are only performing heating and cooling services shall not be required to perform the entire CAS test and may limit the testing to only the heating and cooling appliances to be repaired or replaced.

8.3.4.4 Allowable Services

ECIP EHCS may be used for the repair, replacement, and new installation of heating/cooling and water heating appliances identified in the ECIP Policy and Procedures and must meet the following criteria:

8.3.4.4.1 The applicant is income eligible and submits the required documentation to complete the eligibility of the dwelling;

8.3.4.4.2 The applicant has insufficient funds to pay the cost of repairing or replacing an eligible heating or cooling appliance or for a new heating or cooling appliance;

8.3.4.4.3 The appliance condition meets one of the appliance

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



repair/replacement criteria as defined in the ECIP Policies and Procedures; and

8.3.4.4.4 The services to mitigate and completely resolve the emergency and satisfy the relevant emergency assistance meet the timeframes as defined in the ECIP Policies and Procedures.

8.3.5 Natural Disasters

8.3.5.1 When a dwelling that has been damaged by a natural disaster such as fire, flood, earthquake, hurricane, etc., a scope of work shall be submitted to CSD for approval prior to beginning work related to a natural disaster.

8.3.5.2 The occupant shall be certified as currently eligible and a dwelling assessment shall be performed.

8.3.5.3 Contractor may have damages repaired that are within the scope of the weatherization program if the same services will not be paid for or reimbursed by any other source.

## 8.4 ECIP Fast Track and HEAP Electric and Gas Pledge Guidelines

8.4.1 Contractor shall pledge all applications where the Contractor has determined the applicant has a qualifying emergency as specified in subsection 8.3.3.2.6 of Section 8.3, regardless if the benefit is issued under ECIP Fast Track or HEAP Electric and Gas, provided that the application meets the eligibility and prioritization criteria and Contractor's Utility Assistance funds are available.

8.4.2 After a pledge has been made, Contractor shall submit the application to CORE as specified in subsection 6.1.1, of Section 6.1.

8.4.3 Contractor shall determine the applicant has met the eligibility requirements prior to pledging. If an eligible applicant is subsequently determined to be ineligible, Contractor shall cancel the ineligible applicant's pledge with the Utility Company within five business days upon such determination.

8.4.4 If the applicant's pledge amount changes, Contractor shall adjust the pledge amount with the Utility Company.

## 8.5 SWEATS and PSPS Activity Guidelines

8.5.1 The SWEATS Policy was developed by CSD to facilitate the delivery of allowable LIHEAP emergency service provisions during an emergency such as a natural disaster or energy supply shortage or disruption. These services include: The CPN-E-20-01 SWEATS Policy includes guidelines, reimbursement provisions, and other

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



information to support successful implementation and administration of SWEATS provisions during a qualifying event. Contractor shall ensure SWEATS implementation and administration is in accordance with CPN-E-20-01.

8.5.2 The PSPS Policy was developed to facilitate the delivery of allowable services to low-income households medically vulnerable to the effects of energy related emergencies and residing in designated High Fire Risk Areas. Contractor shall ensure that PSPS implementation and administration is in accordance with CPN-E-20-02 PSPS Emergency Preparedness Pilot Policy and CPN-E-20-02M3.

## 8.6 Quality Assurance

8.6.1 Certification

Contractor, or its designee, shall establish a comprehensive, detailed, and fully documented Quality Control procedure to assess the quality and completeness of Weatherization and ECIP EHCS work performed under this Contract. Such assurance will be documented on the CSD Dwelling Assessment Form (CSD 540) and CSD Post Inspection Form (CSD 611) or approved Contractor's equivalent and shall be signed and dated by a certifying Contractor representative.

8.6.2 Post-Weatherization Inspections

8.6.2.1 Contractor shall perform Post-Weatherization Inspections on 100% of the dwellings weatherized under this Contract. Weatherization jobs where measures installed are limited to lightbulbs, water measures and alarms are exempt from receiving post-inspections.

8.6.2.2 If Contractor is unable to perform a post-inspection, Contractor must demonstrate that a reasonable attempt was made to schedule or perform the post-inspection. Attempts must be fully documented on the CSD Post-Weatherization Inspection (CSD 611) and maintained in the client file. The following shall constitute a reasonable effort:

8.6.2.2.1 One phone call attempt plus one correspondence to client stating an attempt was made to inspect and offering to reschedule; or

8.6.2.2.2 One missed appointment or a client refusal plus one correspondence stating an attempt was made to inspect and offering to reschedule.

8.6.2.3 Post-Weatherization inspections shall be conducted for the purpose of assessing the quality and completeness of performed weatherization services and compliance with CSD TRM. The post-inspection shall:

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



8.6.2.3.1 Verify that all measures were completely installed in accordance with said terms and conditions of this Contract;

8.6.2.3.2 Review of installed measures to determine the absence of any feasible Mandatory Measure not installed and the installation of a measure (non-feasible measure) that may not be in compliance with said standards and the terms and conditions of this Contract;

8.6.2.3.3 Verification that the unit received shell leakage, and duct leakage testing, as applicable;

8.6.2.3.4 Verification that required CAS testing of eligible combustion appliances was performed and inspection of combustion appliances to verify the safe operating condition of combustion appliances within the dwelling residence; and

8.6.2.3.5 Verification that an energy audit was performed when required and in compliance with Energy Audit/Priority List Protocol.

8.6.2.3.6 Confirm ECM's installed as part of an energy audit meet energy audit improvement results including but not limited to: pre and post blower door and duct testing results; insulation R-values, and heating/cooling and water heating appliance efficiency ratings; and that the costs billed do not exceed the improvement costs identified in the Improvement Audit Report.

8.6.2.3.7 Inspection of the unit dwelling to ensure that all identified health and safety hazards, whether pre-existing or resulting from the performance of weatherization services, have been successfully remedied.

8.6.2.4 Contractor shall ensure that Post-Weatherization Inspections are performed by trained staff successfully completing all required training as specified in Article 9.1, Training Requirements.

8.6.2.5 If Contractor subcontracts Post-Weatherization Inspection services, then Contractor must aggregate weatherization jobs to mitigate the cost associated with performing inspections. The maximum allowable cost of each post-inspection by a subcontractor is as follows:

8.6.2.5.1 Subcontractors awarded a contract through a competitive procurement process shall not exceed the measure maximum per

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



inspection. The inspection rate includes all expenses related to the Post-Weatherization Inspection such as the cost of the inspection, administration and travel costs of subcontractor.

8.6.2.5.2 Subcontractors that are part of CSD's network of LIHEAP contractors, and performing inspections under a contract, Memorandum of Understanding or similar contract, and not competitively procured in accordance with the Contractor's procurement process and procedure, shall bill actual costs for the Post-Weatherization Inspection and related expenses such as inspector wages, overhead, administration and travel costs of subcontractor. The total cost of all related expenses shall not exceed the measure maximum per inspection.

8.6.2.6 Contractor shall ensure job separation between staff performing post-weatherization inspection activities and weatherization crew personnel performing the physical installation and performance of weatherization measure services funded under this Contract.

8.6.2.7 If Contractor elects to subcontract with entities outside of CSD's network of Local Service Providers for the full installation of weatherization measures, the subcontractor performing the installation of weatherization measures shall not perform the post-weatherization inspection activities. Contractor shall ensure job separation by using Contractor's staff or another subcontractor to perform the post-weatherization inspection.

8.6.2.8 The Quality Assurance Inspector shall certify the performance of Post-Weatherization Inspections of dwelling units by completing and signing Contractor Post-Weatherization Inspection Report (CSD 611). Contractor shall retain a copy of the completed and signed form in the client file.

8.6.3 Third-Party Inspections

8.6.3.1 CSD may use a third-party inspector to review and verify that the weatherization activities performed under this Contract conform to applicable standards and practices.

8.6.3.2 Contractor or a ride-along (designated representative) shall accompany the inspector on client inspection visits and shall provide transportation and equipment to the inspector. When possible, Contractor shall make corrections during the client inspection visits.

8.6.3.3 Contractor agrees to remedy all Nonhazardous Conditions (nonhazardous work deficiencies) noted by CSD or its designee within 20 business days of written notification.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



8.6.3.4 Contractor must remedy all Hazardous Conditions resulting from weatherization measure installation in accordance with the CSD TRM. Any Hazard Fails that are not remedied within 18 hours will require completion of the Hazardous Correction Work Plan denoting the reason why the hazardous correction is unable to be resolved within 18 hours and the action that will be taken to resolve the hazard.

8.6.3.5 Contractor must remedy all inspection corrections identified on the Comprehensive Inspection Report including confirmation of correction to CSD's third-party inspector within 20 business days.

8.6.4 Noncompliance

8.6.4.1 Contractor shall be subject to the withholding of any or all reimbursements for failure to completely resolve a Hazardous Condition in accordance with the CSD TRM. The reimbursement sanction will apply to the next fiscal reimbursement request associated with the program of the weatherized unit in question. The reimbursement sanction will remain in effect until Contractor successfully resolves the Hazardous Condition and confirms the resolution with CSD and the designated Inspection Contractor. The sanction will apply to all subsequent fiscal reimbursement requests of the primary funding source in question so long as the Hazardous Condition remains unresolved.

8.6.4.2 If it is determined that the Contractor has failed to resolve an identified Hazardous Condition in accordance with the Hazardous Correction Work Plan, CSD may utilize the services of the designated Inspection Contractor to successfully resolve the delinquent Hazardous Condition. Contractor will assume responsibility for costs associated with the use of Inspection Contractor's services. The costs will include labor, materials, and travel equal to the Inspection Contractor's training and technical assistance hourly rate and the total amount will be withheld from the Contractor's next request for fiscal reimbursement.

8.6.4.3 If it is determined that the Contractor has incorrectly billed CSD because a measure was not installed, or the quantity installed is less than the quantity billed, Contractor shall install the billed measure or quantity, if feasible. In cases when a physical remedy is not possible, repayment of the labor and material costs for the non-installed measure or quantity will be withheld from subsequent reimbursements.

8.6.4.4 Contractor will be subject to Special Conditions, in accordance with Section 10.4, if it is determined that one or more of the following conditions exist:

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



8.6.4.4.1 Contractor has a history of unsatisfactory performance;

8.6.4.4.2 Identification of one or more Hazardous Conditions in dwellings weatherized by Contractor;

8.6.4.4.3 Failure to remedy an identified Hazardous Condition in a timely manner; and

8.6.4.4.4 Substantial number of Nonhazardous Conditions and/or identified trends or patterns of nonconformance to installation criteria.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



# SUBVENTION CONTRACT

## ARTICLE 9 - TRAINING, LICENSING AND CERTIFICATIONS

### 9.1 Training Requirements

9.1.1 All training, as indicated by employee classification in the CSD Weatherization Training Program Requirements Matrix, shall be provided through a CSD-approved training mechanism utilizing CSD-approved training curricula. In-house training may be provided for EPA or HUD-approved Lead-Safe Weatherization Training or unless otherwise noted. Training coursework must be successfully completed according to the terms of each course. Certificates of completion shall be issued by the CSD-approved training entity upon successful completion of each course, unless where otherwise noted below.

9.1.2 Training Provisions for Staff of Contractor and Subcontractors:

9.1.2.1 Within 30 calendar days of employment, weatherization employees of Contractor and subcontractors shall receive Health and 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 Health & Safety, Environmental Hazards Awareness and Lead-Safe Weatherization Training has been completed.

9.1.2.2 Within 180 calendar days of employment, all weatherization employees of Contractor shall receive on-the-job Basic Weatherization Training.

9.1.3 Training Provisions Based Upon Job Duties:

9.1.3.1 When job duties include duct leakage and shell leakage diagnostics, weatherization employees of Contractor and subcontractors shall receive Duct Leakage/Shell Leakage Diagnostic Training. No employee of Contractor and subcontractor shall perform diagnostic testing without having completed the required training.

9.1.3.1.1 Subsequent to successful completion of the Duct Leakage/Shell Leakage 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.

9.1.3.1.2 Contractor and subcontract employees failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



skill and knowledge and will be prohibited from performing this activity until the completion of required training.

9.1.3.2 When job duties include Combustion Appliance Safety, weatherization employees of Contractor and subcontractors shall receive Combustion Appliance Safety Training. No employee of Contractor and subcontractors shall perform combustion appliance safety checks without having completed the required CSD-approved training.

9.1.3.2.1 Subsequent to successful completion of Combustion Appliance Safety Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee skill and knowledge in performing Combustion Appliance Testing.

9.1.3.2.2 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.

9.1.3.3 When job duties include performing Assessments and/or Field Supervision, weatherization employees of Contractor and subcontractors who perform Assessments and/or Field Supervision shall receive Field Assessment and Field Supervision Training. No employee of Contractor and subcontractors shall perform Assessments or supervision without having completed on-the-job required training. Certificates of Completion shall be issued following successful completion of the second phase ("field portion") of the training.

9.1.3.3.1 Subsequent to successful completion of Field Assessment and/or Field Supervision Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee skill and knowledge in performing Assessments and/or Field Supervision.

9.1.3.3.2 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.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



9.1.3.4 Weatherization employees of Contractor and subcontractors who perform Quality Assurance Inspections and/or Field Supervision shall receive Quality Assurance/Inspector Training. No employee of Contractor and subcontractor shall perform inspections without having completed the required training.

9.1.3.4.1 Subsequent to successful completion of Quality Assurance/Inspector Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee skill and knowledge in Quality Assurance Inspections and/or Field Supervision.

9.1.3.4.2 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.

9.1.4 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 contract in exchange for the training. The subcontract should stipulate that the subcontractors will work in the program, for a minimum of 12 months.

9.1.5 For weatherization services performed on HUD units, all work crews of Contractor and subcontractors who perform basic weatherization or specialty services are required to be trained in HUD-approved Lead-Safe Weatherization, although certification is not required. No employee of Contractor and subcontractors shall perform work in a pre-1978 HUD dwelling until the required training has been received. Although a crew supervisor can be certified as a HUD Lead Abatement Supervisor or Worker, it is not a substitute for the requirement of trained work crews.

9.1.6 EPA Lead Renovator training is required per the EPA for all Contractors and subcontractors performing work on pre-1978 homes, where the work could potentially disturb lead-based paint.

For weatherization services performed on pre-1978 units, all work crews of Contractor and subcontractors who provide basic weatherization or specialty services are required to be trained in EPA-approved Lead Renovator practices, and firm certification is required. No employee of Contractor and/or subcontractors shall perform such work on a pre-1978 dwelling until the required training has been received.

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9.1.7 Contractor shall maintain and make available for reference to Contractor's employees and subcontractors who perform weatherization and ECIP EHCS services the following:

9.1.7.1 CSD TRM;

9.1.7.2 Other applicable policies and procedures; and

9.1.7.3 Official State and Federal Program Notices.

9.1.8 OSHA-10 is required for all crews, and OSHA-30 is required for all Contractor supervisors who are regularly on-site and monitor for field safety.

## 9.2 Contractor Licensing

Contractors, unless otherwise exempt or their subcontractors performing basic weatherization services under this Contract shall comply with TRM and the following licensing requirements:

9.2.1 Possess and maintain an active Class "B" General Building Contractor license, issued by the Contractors State License Board (CSLB) in the name of the Contractor/qualifying individual;

9.2.2 Contractor is responsible for ensuring that all subcontractors have active licensing and are in good standing for the duration of the subcontract; and

9.2.3 Contractor shall immediately notify CSD when any changes in licensing occur.

## 9.3 Special Licensing - Weatherization

9.3.1 Special licensing may also be required for the installation and/or repair of Evaporative Cooler, Cook Top and Range, Vented Space Heater, Air Conditioning, and Gas and Electric Water Heaters, if two or more weatherization measures are not installed in a single unit. Electrical wiring upgrade/replacement and knob and tube wiring certification will always require a C-10 license.

9.3.2 Specialty subcontractors must possess all applicable licenses as required by the CSLB to carry out installation and/or repairs. Specialty licensing is required for specific measures including: C-10 Electrical Contractor (including electrical wiring upgrade/replacement and knob and tube wiring certification); C-20 Warm-Air Heating, Ventilation and Air-Conditioning Contractor; C-36 Plumbing Contractor; C-46 Solar Contractor; C-47 Mobile Home Contractor; and D-65 Weatherization Energy Conservation.

9.3.3 Contractor is responsible for ensuring that all subcontractors have active licensing

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



and are in good standing with the CSLB for the duration of the subcontract.

## 9.4 Environmental Protection Agency (EPA) Certifications

9.4.1 All contractors providing services utilizing in-house crews shall be certified as an EPA Certified Firm in accordance with EPA's Renovation, Repair and Painting Program requirements (40 CFR Part 745). Contractors who subcontract all of their weatherization and ECIP EHCS services are required to be certified and shall have at least one EPA Certified Renovator on staff for subcontractor oversight purposes.

9.4.2 Contractors shall ensure that all subcontractors whose work potentially disturbs lead paint are EPA Certified Firms and have EPA Certified Renovators on staff.

9.4.3 Any contractor without the required certification will not be allowed to perform weatherization or EHCS services.

## 9.5 Mandatory Training

Contractor must participate in mandatory training such as eligibility start-up training, CSD TRM training, contract review webinars, monitoring trainings and other trainings CSD deems mandatory. CSD will notice Contractor with a minimum of 10 business days prior to training.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



# SUBVENTION CONTRACT

# COMPLIANCE REQUIREMENTS

## ARTICLE 10 - COMPLIANCE POLICIES AND PROCEDURES

### 10.1 Right to Monitor, Audit, and Investigate

10.1.1 Any duly authorized representative of the federal or state government, which includes but is not limited to the federal offices of inspectors general, the State Auditor, CSD staff, and any entity selected by CSD to perform inspections and/or investigations, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Contract through on-site visits, audits, and any other appropriate means CSD deems necessary.

10.1.2 Contractor shall, upon reasonable notice, make available all information and materials reasonably necessary for CSD to substantiate to its satisfaction that expenditures incurred under this Contract are allowable and allocable, including, but not limited to files, books, documents, papers, and records. Contractor agrees to make such information and materials available to the federal government, the State, or any of their duly authorized agents or representatives, for purpose of examination, copying, or mechanical reproduction, on or off the premises of the subject entity.

10.1.3 Any duly authorized agent or representative of the federal or state government shall have the right to undertake investigations in accordance with 42 USC § 8627 and Gov Code § 16366.7, as amended.

10.1.4 All contracts entered into by Contractor with audit firms for purposes of conducting independent audits under this Contract shall contain a clause allowing CSD or any duly authorized agent or representative of the federal or state government timely access to the working papers of the audit firm(s).

### 10.2 Auditing Standards and Reports

10.2.1 Auditing Standards

10.2.1.1 *Applicability.* The standards set forth in 45 CFR Part 75 Subpart F – Audit Requirements are hereby incorporated by reference.

10.2.1.2 *Supplemental Audit Guide.* In addition to the audit requirements specified above, Contractor must follow the most current CSD Supplemental Audit Guide, incorporated into this Contract by reference in Article 14. The Supplemental Audit Guide may be accessed at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

10.2.2 Audit Reports

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



10.2.2.1 Funds provided under this Contract shall be included in an audit conducted in accordance with the provisions of 45 CFR Part 75 Subpart F – Audit Requirements, standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in The U.S. Government Accountability Office's "Government Auditing Standards," December 2011 Revision, as amended.

10.2.2.2 *Organizations below audit threshold.* Contractors falling below the federal funding threshold that mandates a single audit may be subject to an audit and/or other fiscal- or program-specific review conducted by CSD or its agents, upon 30-day written notice.

10.2.2.3 The financial and compliance audit report shall contain the following supplementary financial information: a Schedule of Expenditures of Federal Awards (SEFA) in accordance with 2 CFR § 200.510 (45 CFR § 75.510). All LIHEAP grants shall be reported separately on the SEFA by program component, i.e., Weatherization (Wx) and ECIP/HEAP/Assurance 16 (EHA16). In addition, a separate Supplemental Statement of Revenues and Expenditures (SSRE) for each contract whose term ends during the single-audit fiscal year shall be included in that year's single audit. The SSRE shall report revenue and expenditures for CSD funding by contract line item and fiscal year. The SSRE shall cover the entire contract term as required in CSD's Supplemental Audit Guide.

10.2.3 *Submission of Audit Reports.* Contractor shall submit to CSD one electronic copy of the required audit report(s) and any management letter(s) issued by the accountant, within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the Contractor's fiscal year.

10.2.4 *Failure to File IRS Form 990 for Tax-Exempt Organizations* If Contractor fails to file Form 990 timely, Contractor must provide:

10.2.4.1 Evidence of an extension request with an estimated timeframe for submission; or

10.2.4.2 An explanation of why Contractor does not plan to file Form 990.

10.2.5 The audit report(s) and all supplemental financial information must be submitted to the following addresses:

Electronic copy:
audits@csd.ca.gov.

Printed copy:
Department of Community Services and Development

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



Attention: Audit Services Unit
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

Upon receipt of the audit report, CSD's Audit Services Unit (ASU) will send a confirmation email within 5 to 10 business days. Contractor should verify receipt of ASU's confirmation email to ensure your single audit was received.

In accordance with the guidelines of the Division of Audits of the California State Controller's Office (SCO), if Contractor is a local government agency, additional copies of the audit report must be submitted to the following address:

Mailing Address:

State Controller's Office
Division of Audits
Financial Audits Bureau/Single Audits Unit
P.O. Box 942850
Sacramento, CA 94250-5874

Street Address for Fed Ex:

State Controller's Office
Division of Audits
Financial Audits Bureau/Single Audits Unit
3301 C Street, Suite 700
Sacramento, CA 95816

10.2.6 Failure to Comply with Audit Reporting Requirements

If Contractor fails to comply with Federal statutes, regulations or the terms and conditions of this Contract, CSD may impose additional conditions, as described in 45 CFR § 75.207. If CSD determines that noncompliance cannot be remedied by imposing additional conditions, CSD may take one or more of the following actions, as appropriate in the circumstances, as provided in 45 CFR § 75.371 - § 75.380 *Remedies for Noncompliance*:

10.2.6.1 Temporarily withhold cash payments pending correction of the deficiency by Contractor or more severe enforcement action by the Federal awarding agency;

10.2.6.2 Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;

10.2.6.3 Wholly or partly suspend or terminate the Federal award;

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10.2.6.4 Recommending that suspension or debarment proceedings (as authorized under 2 CFR Part 180) be initiated by the Federal awarding agency;

10.2.6.5 Withhold further federal awards; or

10.2.6.6 Take other remedies that may be legally available.

10.2.7 Collection of Disallowed Costs

10.2.7.1 If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs, CSD shall, after consideration of Contractor's submission issue a final TR, no later than 30 days after receipt of Contractor's information or documentation. If questioned costs are determined to be owning, CSD's Financial Services Unit (FSU) will send an invoice. Contractor will tender payment to FSU or a repayment plan acceptable to FSU.

10.2.7.2 All statements, notices, responses and demands issued in accordance with this Section 10.2.7 shall be in writing.

10.2.7.3 CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this Section 10.2.7.

## 10.3 Compliance Monitoring

10.3.1 As the recipient of federal LIHEAP block grant funds under this Contract, Contractor must substantiate that all costs claimed pursuant to this Contract are allowable and allocable under all applicable federal and state laws. To be entitled to reimbursement, Contractor must trace all allowable costs to the level of expenditure, to include providing supporting documentation reasonably necessary to substantiate the validity of such claim.

10.3.2 As the administrator of the LIHEAP block grant for the State, CSD is required to ensure the funds allocated to Contractor are expended for the purposes identified in federal law and state LIHEAP law, and for allowable and allocable costs under the applicable rules of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

10.3.3 CSD is required to conduct on-site or in-house and follow-up monitoring of Contractor to ensure that Contractor meets the Production Plan, administrative standards, financial management requirements, and other requirements of LIHEAP.

10.3.4 CSD shall provide Contractor reasonable advance notice in writing of on-site and/or

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in-house monitoring reviews of Contractor's program or fiscal performance.

10.3.5 Compliance monitoring will consist of a questionnaire that Contractor will be required to complete and return to CSD within 30 calendar days from receiving the questionnaire.

10.3.6 CSD will conduct client file reviews to verify compliance with financial and program requirements. CSD shall notify Contractor of the client files requested, and Contractor shall provide the client files within five business days.

10.3.7 CSD may increase the number of client files reviewed and frequency of client file reviews based on the severity of non-compliance issues identified during the client file review process.

10.3.8 In accordance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75), 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 Contract. To the extent Contractor maintains records and documents in an electronic format, Contractor must make such records and documents readily available to CSD program and audit staff and other representatives: 1) for review on an appropriate electronic device provided by Contractor; and/or 2) for reproduction in electronic and/or hard copy format, as is necessary to effect the purposes of this Section 10.3. In order to realize the objectives of this subsection and to ensure that the integrity of the program, the proper expenditure of grant funds, and to prevent fraud, waste, abuse, and unjust enrichment, whether by design or inadvertence, Contractor shall cooperate with CSD as follows:

10.3.8.1 Upon request, provide a list of clients, jobs or properties to or for which LIHEAP services have been provided by Contractor, and to or for which Contractor has provided related services under other federal, State or non-governmental programs such as, but not limited to, public and private utility company programs, collectively "Associated Programs."

10.3.8.2 With respect to such list of clients, jobs, or properties, provide CSD and/ or the investigative entities or persons referenced in Section 10.1.1, access to client files or similar records and documents of the Associated Programs for the purpose of determining whether related services have been provided that result in duplicate billings or any violation of federal or State law, this Contract, or applicable federal and/or State LIHEAP guidelines.

10.3.8.3 For purposes of this Section 10.3.8:

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



10.3.8.3.1 "Duplicate billing" is defined as receiving reimbursement from more than one funding source for the same expenditures or costs, whether in whole or in part, that Contractor incurs in connection with rendering a service to or for a client, job, or property, resulting in a total reimbursement to Contractor, from all sources, in excess of actual expenditures or costs incurred.

10.3.8.3.2 To the extent necessary to realize the objectives of this article, the term "Contractor" includes any subcontractor or agent of Contractor in possession of the files, records, or documents or other information bearing on related services under any relevant Associated Program.

10.3.8.4 It is understood that Contractor has no obligation to provide access to the client files, records, and documents of an Associated Program when no LIHEAP services have been provided and the client, job, or property is not required to be on the list furnished to CSD by Contractor, as provided herein.

10.3.8.5 In the event Contractor is unable to comply with the provisions of subsections 10.3.8.1 or 10.3.8.2 because of restrictions placed on Contractor by law in connection with an Associated Program, or restrictions imposed on Contractor pursuant to a binding written contract between Contractor and the funding source of such Associated Program, then Contractor shall so inform CSD by written declaration and provide supporting documentation for such declaration. Contractor shall, together with any declaration made, certify to CSD in writing that:

10.3.8.5.1 Contractor has not submitted duplicate billings to both LIHEAP and Associated Program; or

10.3.8.5.2 Contractor has not otherwise engaged in similar actions in violation of federal or state law.

10.3.9 CSD will host a File Transfer Protocol (FTP) Server and provide Contractor with specifications, documentation, and sample of FTP file configurations screens, as necessary, to enable Contractor to use the FTP Server to upload client files, records, and documents. Contractor shall submit client files, records, and documents via the FTP to allow CSD to complete an in-house review.

10.3.10 In the event that CSD determines that Contractor is not in compliance with material or other legal requirements of this Contract, CSD shall provide the observations, recommendations, or findings and request for a corrective action plan to Contractor in writing. Contractor shall submit to CSD a specific action plan for correcting the noncompliance.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



10.3.11 Collection of Disallowed Costs

10.3.11.1 In the event questioned costs are identified in a final decision on cost disallowance issued by CSD, Contractor shall comply with any demand for repayment, as specified in such final report.

10.3.11.2 *Time for response.* Contractor shall have no less than 30 calendar days from receipt of the final decision to tender payment to CSD or, alternatively, to provide CSD with complete and accurate information or documentary evidence in support of the allowability of questioned costs.

10.3.11.3 *Notice after review of further supporting evidence.* If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs as provided above in subsection 10.3.11.2, CSD shall, after consideration of Contractor's submission, accordingly, issue a revised Notice of Disallowed Costs, if any, no later than 30 days after receipt of Contractor's information or documentation. Contractor shall have 15 days from receipt of such Notice to tender payment or a repayment plan acceptable to CSD. In the alternative, Contractor may request a hearing in accordance with subsection 10.4.4 of this Contract, for CSD's final determination of disallowed costs.

10.3.11.4 All statements, notices, responses and demands issued in accordance with this Section shall be in writing.

10.3.11.5 CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this Section.

## 10.4 Enforcement Process - Noncompliance with Requirement of this Contract

10.4.1 Tax-Exempt Status Requirement

Nonprofit charitable organizations must maintain their 501(c)(3) tax-exempt status as a requirement for continued LIHEAP grant reimbursements and participation under the current Contract. All 501(c)(3) contractors shall notify CSD within one business day upon revocation of their tax-exempt status and cease all work performed under this Contract. CSD will halt all payments to Contractor while its nonprofit, tax-exempt status is revoked. Work performed prior to the revocation, but billed after such notice is received, shall be timely reimbursed to the Contractor. In addition, CSD may take additional enforcement steps consistent with federal and state law and this Contract.

10.4.2 General

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



The authority for CSD Enforcement Actions, as defined in Section 10.4.3, for cost disallowances/ recovery of misused funds, and for de-designation of eligible entity status (collectively "Enforcement Process") is found in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75), and in state regulations, with particular reference to 22 CCR § 100875. In order to facilitate compliance with the cited authorities, the parties to this Contract agree that: 1) the present article shall guide, inform and clarify the Enforcement Process; 2) shall establish the procedures to be followed; and 3) establish the rights and obligations of the parties with respect to the Enforcement Process, for purposes of implementing the principles set out in the applicable legal authorities.

10.4.3 Enforcement Action, "High Risk" – Determination and Notice

10.4.3.1 If CSD determines that Contractor is not financially stable, and that Contractor's financial condition is so tenuous that its ability to implement this Contract is seriously compromised, or if CSD determines that Contractor has not complied with the requirements of this Contract and that Contractor's noncompliance constitutes a material breach of the Contract, CSD may initiate an Enforcement Action. For purposes of this article, "Enforcement Action" means the imposition of any of the following: a) special conditions and/or sanctions; b) a determination of cost disallowance; c) contract suspension; d) contract termination; or e) termination of Contractor's service provider status.

10.4.3.2 To initiate an Enforcement Action, CSD must provide Contractor with written notice of "high risk" designation, setting forth: 1) the factual and legal basis for the determination of noncompliance, upon which the "high risk" designation is based; 2) the corrective action(s) required; and 3) the date by which the corrective action must be taken and completed.

10.4.3.3 For purposes of this article, "material breach" means any act or omission by Contractor that is in contravention or disregard of Contractor's duties and obligations under the terms of this Contract and under applicable State and federal law, which act or omission:

10.4.3.3.1 Constitutes fraud or gross negligence by Contractor or its agent(s);

10.4.3.3.2 Is likely to result in significant waste and/or abuse of federal funds;

10.4.3.3.3 Has a significant adverse impact on Contractor's ability to meet its administrative, financial, or programmatic duties and obligations over the term of the Contract or a significant

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portion thereof;

10.4.3.3.4 Violates or otherwise disregards significant program guidance and other requirements of the Federal Government, whether issued directly or through CSD;

10.4.3.3.5 May have serious adverse effects and consequences on the Contractor's customers, employees, subcontractors, creditors, suppliers, vendors, or other stakeholders; or

10.4.3.3.6 May otherwise significantly and adversely affect the viability, effectiveness, or integrity of the program.

10.4.4 Special Conditions and Sanctions

10.4.4.1 "High risk" designation may include the imposition of Special Conditions, Sanctions and/or other special requirements with respect to Contractor's performance. CSD may impose Special Conditions and/or Sanctions upon a determination that such steps are reasonably necessary to address acute financial instability or a material breach of contract, as defined in Section 10.4.3, above.

10.4.4.2 Notice of Special Condition(s) and/or Sanction(s) shall be in writing and shall become effective on the date specified in the notice. Notice must contain the following information:

10.4.4.2.1 The nature of the Special Condition(s) and/or Sanction(s) being imposed;

10.4.4.2.2 The reason(s) for imposing Special Condition(s) and/or Sanction(s); and

10.4.4.2.3 The corrective actions that must be taken and the time allowed for completing them before CSD removes the Special Condition(s) and/or Sanction(s).

10.4.4.3 Special Conditions may include, but are not limited to:

10.4.4.3.1 Obtaining training and/or technical assistance;

10.4.4.3.2 The imposition of special or additional reporting requirements;

10.4.4.3.3 Special or conditional cost reimbursement requirements and procedures;

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



10.4.4.3.4 The provision of documentation by Contractor; and/or

10.4.4.3.5 The requirement to amend or modify systems, procedures, and/or policies.

10.4.4.4 Sanctions may include, but are not limited to:

10.4.4.4.1 The suspension of advances and/or reimbursements; and/ or

10.4.4.4.2 The issuance of stop work orders.

10.4.4.5 Sanctions may not be imposed without a hearing being first held in accordance with applicable regulations, unless CSD reasonably determines on the basis of credible information that:

10.4.4.5.1 Substantial sums to be paid to Contractor have been or will be used in violation of law or the provisions of this Contract; or

10.4.4.5.2 The associated costs are otherwise very likely to be disallowed; and

10.4.4.5.3 If Sanctions are not immediately imposed, taxpayer dollars are at significant risk and are unlikely to be recovered.

10.4.4.6 Review of Special Conditions and/or Sanctions.

10.4.4.6.1 If Contractor elects to contest the action to impose Special Conditions and/or Sanctions, Contractor shall have five business days following receipt of Notice of Enforcement Action in which to show cause, in writing, why the Special Conditions or Sanctions should not be enforced.

10.4.4.6.2 CSD shall have five business days following receipt of Contractor's response to accept or reject Contractor's objection and to state in writing the consequences of the decision and Contractor's obligations going forward, if any.

10.4.4.6.3 Contractor may, within five business days of receipt of Notice of Enforcement Action, request an informal meeting for the parties to consider the merit of the Notice and to discuss alternative courses of action, which meeting CSD may agree to if, in its sole judgment, it determines the meeting would be helpful to the process, can be held expeditiously, and will not unduly cause delay or otherwise increase the risk of loss of taxpayer dollars.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



10.4.4.6.4 Contractor may, at any time, request in writing that CSD initiate the contract suspension or contract termination processes, to include the requisite hearings, as set out in 22 CCR § 100875.

10.4.4.6.5 Should Contractor fail to show cause why the Enforcement Action should not go forward, or should Contractor fail to request that CSD initiate either the contract suspension or termination processes, CSD may initiate such action upon its own motion.

10.4.4.6.6 Special conditions and sanctions shall remain in effect until the hearing procedure is completed, provided, with respect to sanctions, CSD reasonably determines that subsection 10.4.4.5 applies.

10.4.5 Cost Disallowance

10.4.5.1 If Contractor's non-compliance with the terms of this Contract results in an enforcement action, and if CSD determines that Contractor's non-compliance has resulted in questioned costs, CSD shall provide Contractor with a Statement of Questioned Costs along with the Notice of Enforcement Action, or at such later time in the Enforcement Process as questioned costs have been identified.

10.4.5.2 The Statement of Questioned Costs shall include:

10.4.5.2.1 A description of the costs questioned and the specified amount by type or category of costs;

10.4.5.2.2 The reason the costs are questioned, and the information and/or documentation required to justify payment of the costs; and

10.4.5.2.3 The timeframe and procedures for Contractor's submission of the required information or documentation to CSD.

10.4.5.3 If CSD determines that more information is required before a Statement of Questioned Costs can be issued or before a final determination of cost disallowance can be made, CSD may conduct an investigative audit of Contractor's records, files and books of account, or retain an audit firm for such purpose. Contractor agrees to cooperate fully in any audit conducted and to ensure that Contractor's agents, accountants and subcontractors cooperate in the performance of such audit. A report of any audit

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



conducted shall be shared with Contractor, who shall be given ample opportunity to respond to findings and to submit information and documentation in support of the response. If Contractor fails to cooperate in the conduct of an audit, initiated pursuant to this subsection, CSD may either impose sanctions, as provided in subsection 10.4.3 or, if feasible, issue a Notice of Disallowed Costs.

10.4.5.4 After CSD has considered any information and/ or documentation submitted by Contractor in response to a statement of questioned costs or in response to an investigative audit report, CSD shall issue a Notice of Disallowed Costs, which notice shall include:

10.4.5.4.1 The amount of disallowed costs to be repaid, if any; and

10.4.5.4.2 The date by which repayment must be made or, in the alternative,

10.4.5.4.3 The date by which Contractor must submit a proposed repayment plan for consideration by CSD.

10.4.5.5 Before the expiry of five business days after receipt of a Notice of Disallowed Costs, Contractor may challenge the Notice of Disallowed Costs by requesting a hearing, conducted in accordance with the procedures set out in 22 CCR § 100875, for the purpose of adjudicating the matter of cost disallowance, provided however that either Contractor or CSD may opt to adjudicate other pending Enforcement Action matters, as provided in subsection 10.4.4.6. of this section, in a combined proceeding.

10.4.5.6 If Contractor fails to request a hearing to adjudicate cost disallowance, as provided in subsection 10.4.5.5, the Notice of Disallowed Costs shall be deemed final and Contractor shall comply with the provisions of the present Section 10.4.5.

10.4.5.7 Contractor will not be deemed to have complied with a Notice of Disallowed Costs until repayment is made or CSD has approved a repayment plan. In determining the acceptability Contractor's repayment plan, CSD shall take into consideration such factors as, but not limited to:

10.4.5.7.1 Federal requirements or conditions applicable to the grant(s) under which the disallowed costs were funded;

10.4.5.7.2 The exigencies of the grant program and CSD's ability to reallocate the funds repaid or otherwise dispose of the funds in accordance with applicable law;

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10.4.5.7.3 The risk of being unable to recover funding and the options for securing Contractor's repayment obligation; and

10.4.5.7.4 Contractor's financial condition and ability to pay.

10.4.6 Contractor shall remain on "high risk" until CSD reasonably determines that Contractor has complied with the requirements of the Notice of "High Risk" Designation, including verification by CSD that corrective measures have been implemented, that all conditions have been met and that disallowed costs have been repaid or, alternatively, that CSD has deemed Contractor's repayment plan to be acceptable and Contractor has demonstrated it is in compliance with the plan. Upon determination that Contractor has complied with the requirements of the Notice of "High Risk" Designation, CSD shall give Contractor written notice of such determination.

10.4.7 In the event Contractor's non-compliance with the terms and conditions of this Contract are not remedied through imposition of special conditions, and/or sanctions, thereby enabling CSD to remove "high risk" designation, CSD may initiate further Enforcement Actions involving Contract Suspension, Contract Termination and Termination of service provider status, which shall be initiated and conducted in accordance with the applicable provisions found in 22 CCR § 100875 and other applicable State and federal statutes and regulations.

10.4.8 Lien rights

The State retains lien rights on all funds advanced.

## 10.5 Service Delivery and Expenditure Requirements

10.5.1 Service Delivery and Expenditure of Funds

10.5.1.1 Contractor shall, in accordance with Government Code §16367.5, be afforded maximum flexibility and control, within the parameters of federal and state law, in the planning, administration, and delivery of LIHEAP services. Regardless of the modalities and techniques utilized, Contractor is obligated: a) to ensure that the maximum numbers of persons are served, consistent with the effective and efficient service delivery, with program requirements and with applicable law; and b) to fully expend program funds by the date identified in the contract.

10.5.1.2 A substantial failure to expend funds and provide services to readily available qualified applicants, except for compelling reasons beyond Contractor's control, shall be deemed prima facie evidence of breach of contract and may constitute grounds for "high risk" designation and the

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applicable remedies as provided in Section 10.4, "Enforcement Process – Noncompliance with the Requirements of this Contract." Such failure of performance may, in accordance with the provisions of this article, result in a reduction in Contractor's grant allocation and the redistribution of future funding to other performing service providers.

10.5.2 Contractor Expenditure and Reporting Requirements

Contractor shall be at 99% expenditure of the Contract by December 31, 2023.

10.5.2.1 CSD will monitor Contractor's expenditures to evaluate compliance with meeting expenditure requirement by December 31, 2023, for each program category, including capped budget items.

10.5.2.2 Contractor shall submit timely expenditure reports, that allow CSD to evaluate Contractor's ability to meet the December 31, 2023, expenditure date requirement. Based upon these reports, CSD may determine that Contractor has not met the expenditure requirement and is out of compliance with this Contract.

10.5.2.3 Should the Contractor's actual expenditure trend indicate the Contractor is unlikely to expend at least 99% by December 31, 2023, CSD will notify the Contractor no later than December 10, 2023 requesting the Contractor submit a request to expend beyond December 31, 2023.

10.5.3 Contractor's Upcoming Program Year LIHEAP Performance Allocation Methodology

CSD shall determine Contractors upcoming program year LIHEAP Contract Allocation Methodology based on performance expenditure requirements in Section 10.5.2. and distributed according to the following criteria:

10.5.3.1 Category A: If Contractor meets the performance requirements of Section 10.5.2 and reported no later than January 31, 2024, Contractor will receive their full allocation and a percentage of any redistributed funds not allocated to another contractor that fall into Category C, in Section 10.5.3.3.

10.5.3.2 Category B: If Contractor expends 99 percent of their allocation by February 28, 2024 and reported no later than March 31, 2024, Contractor will receive their full allocation but will not be eligible to receive any redistributed funds.

10.5.3.3 Category C: If Contractor does not expend at least 99 percent of their allocation by February 28, 2024 and reported no later than March 31,

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



2024, the 2024 LIHEAP allocation will be offset by the balances remaining recorded as of the December 31, 2023 expenditure period reported no later than January 31, 2024.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



# SUBVENTION CONTRACT

# CERTIFICATIONS AND ASSURANCES

## ARTICLE 11 - FEDERAL AND STATE POLICY PROVISIONS

### 11.1 Certifications

11.1.1 Contractor's signature affixed to this Contract shall constitute a certification that to the best of its ability and knowledge it will, unless exempted, comply with the provisions set forth in the following:

11.1.1.1 Drug-Free Workplace Requirements, Contractor Certification Clauses 04/2017 (CCC-04/2017)

11.1.1.2 National Labor Relations Board Certification (CCC-04/2017)

11.1.1.3 Expatriate Corporations (CCC-04/2017)

11.1.1.4 Domestic Partners (CCC-04/2017)

11.1.1.5 Labor Code/Workers' Compensation (CCC-04/2017)

11.1.1.6 Americans with Disabilities Act (CCC-04/2017)

11.1.1.7 Contractor Name Change (CCC-04/2017)

11.1.1.8 Resolution (CCC-04/2017)

11.1.1.9 Air or Water Pollution Violation (CCC-04/2017)

11.1.1.10 Safeguarding Access to State Data (Department of Finance, Budget Letter 04-35)

11.1.1.11 Safeguarding Against and Responding to a Breach of Security Involving Personal Information (Office of Information Security and Privacy Protection, Management Memo 08-11).

11.1.2 The above documents are hereby incorporated by reference into this Contract. To access these documents, please visit the CSD Local Agencies Portal at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

11.1.3 Executive Order N-6-22 – Russia Sanctions. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

## 11.2 Provisions for Federally Funded Grants

11.2.1 Contractor certifies that it possesses legal authority to apply to the State for LIHEAP funds and assures compliance with the purposes as set forth in 42 USC §§ 8621 et seq., as amended.

11.2.2 Eligibility to Receive Federally Funded Public Benefits

Pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) (Public Law (Pub. L.) 104-193), as amended, and Executive Order W13596, dated August 27, 1996, while in effect, applicants for federally funded public benefits are required to provide proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status. (8 USC §§ 1611, 1612, & 1642.) Contractor shall verify client eligibility in accordance with CSD Applicant Verification of Eligibility Procedures and Regulations, forms, and other written guidance provided by CSD.

11.2.3 Under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA) Section 508, and NO VERIFICATION REQUIREMENT FOR NONPROFIT CHARITABLE ORGANIZATIONS, Section 432 (d) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (8 USC § 1642 et seq.) as amended, Nonprofit Charitable Organizations are exempt from the requirement to determine, verify, or otherwise require proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status of any applicant for such benefits in providing any Federal public benefit (as defined in 8 USC § 1611(c)) or any State or local public benefit (as defined in 8 USC § 1621(c)). (Pub. L. 104-208, Title V, Section 508; and 8 USC § 1642(d)).

11.2.4 Federal Funding Accountability and Transparency Act reporting requirement (FFATA) (Pub. L. 109-282).

Pursuant to the FFATA, CSD is required to report information regarding contractors (sub-awardees) receiving LIHEAP funds. Contractor must complete CSD form 279 and return with the Contract to enable CSD to comply with FFATA reporting requirements.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



CSD may issue guidance and/or Amendment(s) to this Contract, establishing additional reporting requirements as necessary to ensure compliance with the FFATA or other Federal and State regulations, as applicable.

11.2.5 Salary Limitation – Federal Executive Level II. Federal funds for grant programs consistently include a provision as part of the Consolidated Appropriations Act of 2017 (e.g., Pub. L. 115-31, May 5, 2017) from Congress that the amount that "shall be used to pay the salary of an individual, through the grant or other extramural mechanism" including non-federal share, must not exceed the amount of the Federal Executive Level II salary for that calendar year. This amount is published annually by the U.S. Office of Personnel Management and can be found on their website at https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2017/executive-senior-level under the "Rates of Pay for the Executive Schedule" link. This amount reflects an individual's base salary exclusive of fringe benefits and any income that an individual may be permitted to earn outside of the duties of the non-Federal entities organization. This salary limitation also applies to subawards, contracts, and subcontracts under an ACF grant or cooperative agreement.

11.2.5.1 Federal Funds Accountability and Transparency Act (FFATA) Requirements. Awards under these programs are included under the provisions of P.L. 109-282, the "Federal Funds Accountability and Transparency Act of 2006" (FFATA). Under this statute, the grant recipient is required to report information regarding executive compensation and all subawards, contracts, and subcontracts in excess of $25,000 through the Federal Subaward Reporting System (https://www.fsrs.gov/) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A.

11.2.6 Human Trafficking Provisions. Contractor is subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 USC § 7104). The full text of this requirement can be found at https://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons.

11.2.7 Prohibition on Use or Procurement. Pursuant to the "Prohibition on certain telecommunications and video surveillance services or equipment" (2 CFR § 200.216), contractors are prohibited from expending grant funds on "equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)". The full text of this requirement can be found at Electronic Code of Federal Regulations (eCFR).

## 11.3 Federal Certifications Regarding Debarment, Suspension, and Related Matters

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



Contractor hereby certifies to the best of its knowledge that it or any of its officers, or any subcontractors:

11.3.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

11.3.2 Have not within a three year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

11.3.3 Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Section 11.3.2 above of this certification; and

11.3.4 Have not within a three-year period preceding this Contract had one or more public (federal, state, or local) transactions terminated for cause or default.

11.3.5 If any of the above conditions are true for the Contractor or any of its officers, Contractor shall describe such condition and include it as an attachment to the Contract. Based on the description, CSD in its discretion may decline to execute this Contract or set further conditions for this Contract. In the event any of the above conditions are true and not disclosed by Contractor, it shall be deemed a material breach of this Contract, and CSD may terminate this Contract for cause immediately pursuant to the termination provisions of State and federal law governing the Low-Income Home Energy Assistance Program.

11.3.6 As provided in this article, Contractor must certify in writing to the best of its knowledge that any subcontractor(s) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

11.3.7 No entity may participate in LIHEAP in any capacity or be a recipient of LIHEAP funds if the organization has been found ineligible for participation in federal assistance programs or activities. (Executive Orders 12549 and 12689, 2 CFR Parts 180 and 376.) All Contractors must obtain a DUNS number, or a Unique Entity Identifier assigned by the System for Award Management (SAM), if they do not already have one. CSD will check the SAM to verify that the Contractor is not debarred, suspended, or ineligible. See 45 CFR §§ 75.342 and 75.352.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



## 11.4 Affirmative Action Compliance

11.4.1 Each contractor or subcontractor with 50 or more employees and a contract of $50,000 or more shall be required to develop a written Affirmative Action Compliance Program.

11.4.2 The written program shall follow the Equal Employment Opportunity clause obligations set forth in Title 41 of the Code of Federal Regulations, Subtitle B, Section Part 60-1.40, Part Sections 60-2.10 through 60-2.32, and Part Sections 60-741.1 through 60-741.47.

11.4.3 Each contractor or subcontractor with less than 50 employees shall comply with Executive Order 11246, Part II, Section 202, as amended by Executive Order 11375. Contractor shall ensure that subcontractors falling within the scope of this provision shall comply in full with the requirements thereof.

## 11.5 Nondiscrimination Compliance

11.5.1 Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge will, unless exempted, comply with the nondiscrimination program requirements set forth in this section.

11.5.2 Contractor hereby certifies compliance with the following:

11.5.2.1 Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity;

11.5.2.2 Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC §§ 2000d et seq. and 2000e et seq.);

11.5.2.3 The Rehabilitation Act of 1973, as amended (29 USC §§ 701 et seq.);

11.5.2.4 Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 USC § 4211 et seq.; 41 CFR Subtitle B, Part 60-300);

11.5.2.5 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (41 CFR Subtitle B, Chapter 60, as amended); and

11.5.2.6 Americans with Disabilities Act of 1990 (Pub. L. 101-336; 42 USC § 12101 et seq.).

## 11.6 Contractor Fair Hearing - Civil Rights Act Violation

11.6.1 In the event of any violation or alleged violation of Title VI of the Civil Rights Act of

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



1964, as amended, (42 USC § 2000d et seq.) Contractor has the right to request a fair hearing in response to such violation or alleged violation within 30 calendar days from the date of such action.

11.6.2 The State shall conduct such fair hearing in accordance with Title 45, Code of Federal Regulations, Part 81.

## 11.7 Specific Assurances

11.7.1 Pro-Children Act of 1994

11.7.1.1 In accordance with Title XII of Public Law 103-227, the "PRO-KIDS Act of 1994," smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State, Territories, local and Tribal governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, subawards, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used for inpatient drug and alcohol treatment.

11.7.1.2 The above language must be included in any subawards that contain provisions for children's services and that all subawards shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to $1,000 per day.

11.7.2 American-Made Equipment/Products

Contractor shall assure, pursuant to the Buy American Act of 1933 (41 USC § 8301 et seq.), to the extent practicable, that all equipment and products purchased with funds made available under this Contract shall be American made.

11.7.3 Federal and State Occupational Safety and Health Statutes

Contractor assures that it shall be in compliance with the provisions as set forth in Federal and State Occupational Safety and Health Statutes: the California Safe Drinking Water and Toxic Enforcement Act of 1986 (Health & Safety Code §§ 25249.5 et seq.); Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program) (63 FR 71225, codified at 40 CFR Parts 266 & 273); and California Workers' Compensation laws (Labor Code §§ 3200 et seq.).

11.7.4 Political Activities

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



11.7.4.1 Contractor shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Contract.

11.7.4.2 Contractor is prohibited from any activity that is designed to provide voters or prospective voters with transportation to the polls or to provide similar assistance in connection with an election if such activities involve the use of any funds that are subject to this Contract.

11.7.5 Lobbying Activities

11.7.5.1 Contractor shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Contract or any other fund, programs, projects, or activities that flow from this Contract.

11.7.5.2 If Contractor engages in lobbying activities, Contractor shall complete, sign and date the CERTIFICATION REGARDING LOBBYING/DISCLOSURE OF LOBBYING ACTIVITIES, as required by the HHS (45 CFR Part 93, Appendix A).

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



# SUBVENTION CONTRACT

## ARTICLE 12 - GENERAL TERMS AND CONDITIONS GTC 04/2017

Contractor may find the required California General Terms and Conditions (GTC 04/2017) at the following web address:

https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language

Click the "GTC 04/2017" link to download the current requirements.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



# SUBVENTION CONTRACT

## ARTICLE 13 - DEFINITIONS

All terms used in this Contract shall be those as defined in applicable federal and state law (see 42 USC §§ 8621 et seq. and Government Code § 16367.5) and regulation (see 45 CFR Part 96 and 22 CCR § 100800), or as more specifically defined as:

Administrative Costs: Actual costs for auxiliary functions such as salaries, wages, workers compensation, and fringe benefits for administrative staff, facilities, utilities, office and computer equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, and like services necessary to sustain the direct effort involved in administering a grant program or an activity providing services to the grant program. Includes incurred costs associated with participation and attendance to policy advisory committee meetings and workgroups.

Contract: The complete contents of this contract entered into by and between CSD and Contractor, including all rights, duties, and obligations, whether expressed or implied, required toward the legal performance of the terms hereof.

Amendment: A formal change to the Contract of a material nature including but not limited to the term, scope of work, or name change of one of the Parties, or a change of the maximum amount of this Contract.

Authorized Agent: The duly authorized representative of the Board of Directors of Contractor and duly elected or appointed, qualified, and acting officer of CSD. In the case of Contractor, CSD shall be in receipt of board resolution affirming an agent's representative capacity to bind Contractor to the terms of this Contract.

CSD Program Advisory (CPA): The purpose of the CPA is to provide information, correct problems, contradictions and uncertainty. A CPA serves as short-term guidance to inform or direct immediate action to correct a problem or provide relief from an obligation.

CSD Program Notice (CPN): The purpose of the CPN is to supplement contractual requirements and facilitate program implementation. A CPN serves as long term guidance to summarize or interpret regulations or contract requirements.

Call-Back: A call-back is a visit from Contractor that occurs when a measure fails (either during inspection, or later within the warranty period) and must be corrected by the Contractor. The required warranty periods are defined in CSD's TRM. Warranty corrections and apply to both the LIHEAP and DOE weatherization programs.

California Certified Inspector/Risk Assessor Contractor: An individual who is certified by the State of California, Department of Health Services, as a lead-related construction Inspector/Risk Assessor.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



California Energy Commission (CEC) Climate Zone: The CEC established 16 climate zones that represent a geographic area and that have a particular weather pattern. These climate zones are based on energy use, temperature, weather, and other factors that determine the types of building standards that are subject to the Title 24 Energy Efficiency Standards and that dictate the energy conservation measures that must be installed in a weatherized dwelling, as required by law.

Certification Date: The date the applicant is deemed eligible and the Contractor commits to provide services. The certification date should not be before the intake date.

Certified Lead-Free: Residential property that has been determined by a California Certified Inspector/Risk Assessor Contractor to be absent from the presence of lead-based paint.

Certified Lead-Safe: Residential property in which lead-painted surfaces are intact and/or have been treated with measures to stabilize and eliminate lead-paint hazards and that, as such, poses no immediate threat to the occupants as determined by a California Certified Inspector/Risk Assessor Contractor.

Certified Translator: A translator that has been certified to translate a specific language and are often members of a professional translation association such as American Translators Association and American Literary Translators Association, etc.

Children: Members of a household who have not attained their 19th birthday.

Client Education/Counseling: Includes, but is not limited to, providing client with written information describing energy-saving behavioral adjustments that will decrease the energy consumption of the household; providing client with resource information, referral, and budget counseling in order to assist clients in achieving self-sufficiency; providing client with mold and lead-safe education and advising client of the benefits of weatherization in their homes.

Client Intake: Includes, but is not limited to, the process of completing an intake form and reviewing applicant documentation in order to verify eligibility.

Client Needs Assessment: The act of acquiring additional and appropriate information from an eligible client to determine the needs that can be served by Contractor and other available programs after eligibility has been established.

Contractor: The entity (partnership, corporation, agency, or association) designated on the face sheet (STD 213) of this Contract.

CORE: Combined Output Reporting Engine (CORE) System: Software used by CSD's Local Service Providers to submit Utility Assistance, Wood, Propane, and Oil transaction records for validation and further processing.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



Crisis: Weather-related and/or supply-shortage emergencies and other household energy-related emergencies that negatively impact the energy-related economic conditions of low-income households. A crisis can be caused by:

a. Cold or hot weather-related events, such as flood, earthquake, tornado, hurricane, ice storm/freeze; or events meeting such other criteria as the Governor, and/or the President of the United States, at their discretion, and/or their designee, including CSD, may determine to be appropriate; or

b. Geopolitical events, such as wars, terrorism, civil disturbances, and embargoes, including geopolitical events that negatively impact the energy-related economic conditions of low-income households.

CSD: The State of California Department of Community Services and Development.

Database Transfer: A method wherein contractors utilize a local database platform to provide CSD with downloaded client and other program data.

Di Minimis Levels: The amount of lead paint disturbed in a dwelling is comprised of 2 square feet per room of interior surfaces, or 20 square feet of exterior surface, or 10% of a small component, e.g., windowsill, baseboards, and trim. When calculating the di minimis level, the entire surface of the component must be included in the computation. For example, when replacing a 2 x 3 foot window, the de minimis level would be 6 square feet and would exceed the maximum allowance for interior surfaces and the unit would be subject to HUD Regulation.

Diagnostic Testing: Series of testing protocols performed under the weatherization program involving the use of specialized tools to assess: the operating condition of combustion appliances for general safety and carbon monoxide emission levels, and pressurized diagnostic testing procedures to assess the integrity of building envelopes and duct systems for leakage and outside air infiltration. Diagnostic tests shall only be performed by qualified individuals possessing the required skill and training needed to perform diagnostic testing activities.

Direct Services: The portion of the LIHEAP funding to carry out the provisions of LIHEAP services and activities of this Contract, to include: Weatherization, Energy Crisis Intervention Program (ECIP) Services (excluding Utility Assistance), and Wood Propane and Oil (WPO).

DOE:The United States (U.S.) Department of Energy that provides funds for the Weatherization Assistance Program for Low-Income Persons. This program is authorized by Title IV of the Energy Conservation and Production Act (Pub. L. 94-385; 42 USC § 6801). The federal regulations for this program are in 10 CFR Part 440.

Dwelling Assessment: The process used to evaluate the service needs of an eligible dwelling for weatherization services offered under the DOE and LIHEAP weatherization programs. An

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



assessment shall be performed by qualified individuals possessing the required skill and training needed to perform assessment activities.

Dwelling Unit: A house, including a stationary mobile or manufactured home, an apartment, a group of rooms, or a single room occupied as separate living quarters.

EHA-16:A term used to reference Emergency Crisis Intervention Program, Home Energy Assistance Program and Assurance-16 service components.

Elderly:An individual 60 years of age or older.

Electric Base Load Measure: A subcategory of weatherization measures designed specifically to reduce energy consumption in the areas of lighting and electrical appliances. Allowable electric base load measures include compact and torchiere fluorescent lamps, microwave ovens, refrigerator replacements, and electric water heater timers.

Electronic File:A contract or other record created, generated, sent, communicated, received, or stored by electronic means.

Emergency:Meets the federal definition at 42 USC § 8622(1) and shall be defined as being any one or more of the following conditions:

a. A natural disaster (whether or not officially declared);

b. A significant home energy supply shortage or disruption;

c. An official declaration of a significant increase in:

   i. Home energy costs;

   ii. Home energy disconnection;

   iii. Enrollment in public benefit programs; or

   iv. Unemployment and layoffs;

d. An official emergency declaration by the Secretary of Health and Human Services.

   In those situations where there is not an official federal, state, or local declaration of emergency, e.g., an undeclared natural disaster or a significant home energy supply shortage or disruption that affects a low-income individual, an emergency will be deemed to exist by CSD where there is imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



Energy Burden: The expenditures of the household for home energy divided by the income of the household.

Energy Conservation Measures (also known as Weatherization Measures): A wide variety of measures installed in or applied to the dwelling to increase the energy efficiency or to reduce the total energy expenditures of the dwelling.

Environmental Inspection: A visual assessment and sampling which includes asbestos, lead and radon when allowable per the contract. Environmental inspections shall be in accordance with all CSD policies and procedures and in compliance with all Federal and State regulations. Allowable costs include actual labor costs while on the jobsite and testing fees associated with the inspection.

Evaporative Cooler Repairs: Repair or replacement of filter pads, water pumps, belts, motors, or other components that promote efficient operation of the unit.

Final Allocation: The actual amount of funds available to Contractor under this Contract, as calculated pursuant to Title 22, California Code of Regulations, Section 100830 after CSD receives the notice of grant award for the full annual allocation based on the appropriation by Congress for the Federal Fiscal Year, and as publicly announced by CSD's Director or designee, subsequent to the execution of this Contract.

General Heat Waste Measures: A subcategory of weatherization measures designed specifically to improve energy efficiency by reducing general heat and cooling waste within the dwelling. Measures are intended to be relatively low-cost items that are quickly and easily installed with a total measure costs, including labor.

General Operating Costs: Costs that are directly allocable to those costs defined as related facilities, office and computer equipment, office supplies, telephone and travel as allowable program costs.

Hazardous Condition: Any condition posing an immediate health and safety threat to the client and/or persons working in the dwelling unit. Hazardous conditions include but are not limited to: Combustion Appliance Safety (CAS) hazards, appliance-related hazards, and electrical hazards as defined in the CSD TRM.

Heating/Air Conditioning Appliance Repairs/Replacements: The complete unit replacement, adjustments of gas pressure and/or air/fuel mixture, replacement of thermocouples, adjustment of refrigerant charge, filter replacements, or other component repairs or replacements necessary for safe and efficient operation.

Health and Safety Measures: A subcategory of weatherization measures installed to mitigate health and safety hazards generated by combustion appliances and to preserve or improve indoor

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



air quality. These measures include CO alarms, smoke alarms, heating/cooling and water heater repairs and replacements, Environmental Hazard Work weatherization and kitchen cooking appliance repair and replacements.

Highest Home Energy Needs: The home energy requirements of a household determined by taking into account both the energy burden of such household and the unique situation of such household that results from having members of vulnerable populations, including very young children (0-5), individuals with disabilities, and frail, older individuals (60+).

Home Energy Rating System (HERS) Provider, also referred to as HERS Rater: An entity or individual recognized by the California Energy Commission as a HERS Provider and certified in performing the necessary field and diagnostic testing verifications for demonstrating compliance with the 2016 Building Energy Efficiency Standards.

HUD Unit:A housing unit participating in a U.S. Department of Housing and Urban Development (HUD) Assisted Housing Program.

Infiltration Reduction Measures: A subcategory of weatherization measures installed in or applied to dwellings to reduce or stop the uncontrolled flow of conditioned air out of the dwelling or the uncontrolled flow of outside air into conditioned areas in the dwelling. Infiltration reduction is best accomplished with shell leakage technology

Intake Date:The date the Contractor receives or accepts the application.

Interim Allocations: Incremental releases of Continuing Resolution appropriations by CSD to fund LIHEAP Direct Services and Utility Assistance program activity under this Contract.

Interest Income: The interest earned by a Contractor directly generated or earned as a result of unexpended LIHEAP grant funds at the end of a contract term period. The interest earned by a Contractor is income generated as a result of depositing federal funds in an interest-bearing account.

Labor and Material Measures: Those measures where the measure reimbursement is based on the combined total of labor and material and the quantity of the measure itself is not limited to a specific amount per weatherized dwelling.

Labor and Material Single-Quantity Measures: Those weatherization measures where the reimbursement is based on the combined total of labor and material cost and the maximum quantity of the measure is limited to a single item per weatherized dwelling.

Liability Insurance: Insurance coverage to protect against claims alleging one’s negligence or inappropriate action resulting in bodily injury or property damage. Related costs shall mean those actual costs allocated for insurance bonds, general liability insurance, and pollution occurrence insurance. Pollution occurrence insurance is optional.

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Major Vehicle and Field Equipment Costs: Actual costs associated with the purchases of vehicles, office equipment and field equipment $10,000 or greater per unit used for the purpose of delivery of direct services. Pre-approval from CSD is required. Field equipment means diagnostic equipment and related equipment. Purchases must follow all federal and state rules and regulations governing LIHEAP pertaining to procurement standards.

Materials:Materials are those allowable items that are installed in or on the dwelling. All materials shall be in conformance with the CSD TRM and 10 CFR Part 440 Appendix A – Standards for Weatherization Materials.

Maximum Amount: The dollar amount reflected on line 3 of the face sheet (STD 213) of this Contract, as amended to reflect the Final Allocation for the term of this Contract.

Migrant Farm Worker: A seasonal farm worker who performs or has performed farm work during the eligibility determination period (any consecutive 12 month period within the 24 month period preceding application for program benefits and/or services) that requires travel such that the worker is unable to return to his/her domicile (permanent place of residence) within the same day. Migrant farm worker is not a term used in the contract but is captured for reporting purposes in CSD's Weatherization Database, EARS and Intake Form (CSD 43).

Minor Vehicle and Field Equipment Costs: Actual costs associated with the purchase of vehicle, office equipment and field equipment under $10,000 per unit used for the purpose of delivery of program services. Purchases must follow all federal and state rules and regulations governing LIHEAP pertaining to procurement standards.

Mobile or Manufactured Home: A manufactured home regulated by the California Department of Housing and Community Development (HCD) that is built on a trailer chassis and designed for highway delivery to a permanent location, and it can be a single-, double-, or triple-wide home. To receive weatherization services under a CSD program, a mobile home must be a permanent, full-time residential dwelling, with a floor area of at least 330 square feet.

Modified Dwelling Assessment: The process used to evaluate the limited service needs of an eligible dwelling that has been previously weatherized under the DOE or LIHEAP weatherization programs. The assessment is limited in scope and does not encompass a re-assessment of the entire dwelling unless measures have exceeded their useful life under LIHEAP. Assessments limited to ECIP EHCS work on dwellings not receiving weatherization services are to be included in the cost of the ECIP measure. An assessment shall be performed by qualified individuals possessing the required skill and training needed to perform assessment activities.

Modification: An immaterial change to this Contract that does not require an Amendment.

Definitions

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Multi-Unit Dwellings (MUD) also known as Multi-Family Buildings (MFB): Defined as residential dwelling structures containing more than one residential unit within a single building, including: duplexes, triplexes, fourplexes, and multi-unit apartments. For purposes of travel reimbursement to Contractors and shell leakage testing, Multi-Unit Dwellings are defined as multi-unit dwellings, e.g., apartments, with five or more attached residential units.

Natural Disaster: A weather event (relating to cold or hot weather), flood, earthquake, tornado, hurricane, or ice storm, or an event meeting such other criteria as the Secretary of Federal Department of Health and Human Service, in the discretion of the Secretary, may determine to be appropriate. For the purpose of the CSD Disaster Relief Plan, emergency services may be provided to low-income individuals and families affected by a natural disaster when the event is declared by a Presidential or Gubernatorial Order as a Federal or State Emergency.

Nonprofit charitable organization: Is defined by the Internal Revenue Code, Section 501(c) (3) (26 USC § 501(c)(3)). Section 501(c) (3) is a tax law provision granting exemption from the federal income tax to nonprofit organizations. 501(c)(3) exemptions may apply to corporations, and any community chest, fund, or foundation, organized and operated exclusively for religious, charitable, scientific, testing for public safety, literary, or educational purposes, or to foster national or international amateur sports competition, or for the prevention of cruelty to children or animals.

Outreach and Its Related Costs: Outreach activities are designed to ensure that eligible households, especially households with elderly and/or disabled individuals with high home energy burdens, are made aware of the assistance available. Costs relating to these activities may include: developing outreach materials (flyer/brochure information packets), advertising costs, printing costs, outreach mailers to targeted households, travel to outreach sites and related facilities, site costs, and the referral of eligible households to assistance providers in the community. Intake and assisting with the completion of an intake form are not considered outreach or a related cost.

Parties: CSD on behalf of the State of California, and the Contractor.

Pledge: A guarantee of payment or promise to pay made by the Contractor to the Utility Company via phone, fax, e-mail or webservice and guaranteed by CSD.

Pledge Date: The date in which the Contractor contacts the Utility Company via phone, fax, e-mail or webservice to pledge a payment on behalf of the applicant.

Pledge Timeframe: A set length of time, beginning on the date the Contractor makes the pledge and ends after a fixed number of days.

Program: Weatherization, HEAP, ECIP, and Assurance 16 services provided under 42 USC §§ 8621 et seq., as amended.

Definitions

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Program Income: Program income means gross income earned by Contractor that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance except as provided in 45 CFR § 75.307(f). "During the period of performance" is the time between the time in which the CSD may incur new obligation to carry out the work authorized under the award.

Reweatherization: Once a dwelling has been submitted to CSD for reimbursement as a completed unit, any subsequent weatherization services provided to the dwelling shall be considered reweatherization.

Ride-along: A representative of the Contractor who accompanies a designated third-party inspector while performing on-site inspections. CSD requires that, when possible, a ride-along be sufficiently trained to make necessary corrections during inspections, thereby minimizing or eliminating the need for return trips that may inconvenience the client and/or require re-inspection in accordance with the CSD TRM.

Seasonal Farm Worker: A person who during the eligibility determination period (any 12 month period within the 24 month period preceding application for program benefits and/or services) was employed at least 25 days in farm work or earned at least $400 in farm work and who has been primarily employed in farm work on a seasonal basis, without a constant year-round salary. Seasonal farm worker is not a term used in the Contract but is captured for reporting purposes in CSD's Weatherization Database, EARS and Intake Form (CSD 43).

Separate Living Quarters: Living quarters in which the occupant(s) do not live and eat with any other person(s) in the structure and which have either: (1) direct access from the outside of the building or through a common hall; or (2) complete kitchen facilities for the exclusive use of the occupant(s). The occupant(s) may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements.

Single-Family Dwelling: A dwelling structure containing no more than one dwelling unit. For the purposes of travel reimbursement and shell leakage testing, a single-family dwelling is defined as a one-unit, single-family dwelling or a one-unit, single-residential housing dwelling with one to four attached units.

Single Quantity Fixed-Fee Measures: Those weatherization measures with an assigned fixed-fee reimbursement and which limit the maximum quantity of the measure/service to a single item per weatherized dwelling.

State: The State of California Department of Community Services and Development.

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Subcontractor: An entity (partnership, corporation, association, agency, or individual) that enters into a separate contract or agreement with Contractor to fulfill direct program or administrative tasks in support of this Contract.

Subcontract: A separate contract or agreement entered into by and between Contractor and Subcontractor to fulfill direct program or administrative tasks in support of this Contract.

Useful Life: Useful life means the length of time a Weatherization or ECIP HCS measure is expected to be useable.

Utility Assistance Funding: The portion of LIHEAP funding used to provide utility assistance services under ECIP Fast Track and HEAP Electric and Gas. These funds are administered by Contractor but paid to eligible clients – or to utility companies on the client's behalf – by CSD from Contractor's allocated amount of funding.

Vendor: An individual, sole proprietorship, firm, partnership, corporation, or any other business venture from which materials and goods are supplied and purchased.

Vulnerable Populations: Young children (ages 5 years or under), disabled, and elderly persons (ages 60 or older).

Weatherization Training and Its Related Costs: Costs associated with the training of personnel or subcontractors as specified in Article 9.1 of this Contract. Training may also include internal Contractor training, and attendance at weatherization-related training to include system training or other forms of weatherization training sponsored by DOE, CSD, and/or other organizations. Related costs may include salary/wages, materials, fees and travel. Excludes incurred costs associated with participation and attendance at policy advisory committee meetings and workgroups.

Workers' Compensation: Insurance that covers medical and rehabilitation costs and lost wages for employees injured at work. Workers' compensation shall mean those actual costs associated with workers' compensation coverage for program staff whose salaries and wages are chargeable under program costs.

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# SUBVENTION CONTRACT

## ARTICLE 14 - TABLE OF FORMS AND DOCUMENTS INCORPORATED BY REFERENCE

The following forms and documents are available on the CSD Local Agencies Portal at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx.

14.1 Forms to be returned with signed contract:

14.1.1 Certification Regarding Lobbying/Disclosure of Lobbying Activities;

14.1.2 Agency Staff and Board Roster (CSD 188);

14.1.3 Federal Funding Accountability and Transparency Act Report (CSD 279);

14.1.4 2023 LIHEAP Production Plan (CSD 622);

14.1.5 Agency Local Plan; and

14.1.6 Public Website Update Form (CSD Form 251).

14.2 The following documents are hereby incorporated by this reference:

14.2.1 2023 LIHEAP Numbers, Contractors, and Service Territories;

14.2.2 Agency Local Plan;

14.2.3 State Administrative Manual Section 5300 at http://sam.dgs.ca.gov/TOC/5300.aspx;

14.2.4 Reimbursement Rates for Weatherization and EHCS Activities;

14.2.5 Statewide Information Management Manual at https://cdt.ca.gov/policy/simm/;

14.2.6 Supplemental Audit Guide;

14.2.7 CSD Weatherization Training Program Requirements Matrix; and

14.2.8 Direct Pay Utility Pledge Timeframe.

14.3 The following CPA's and CPN's are hereby incorporated by reference:

14.3.1 CPA-A-12-01 Program Procedure Guidance with NCB Procurement Worksheet;

14.3.2 CPA-E-18-005 Expenditure Reconciliation Policy and Procedure;

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14.3.3 CPN-A-17-01 Equipment Use and Disposition Requirements;

14.3.4 CPN-A-18-01 Program Income;

14.3.5 CPN-E-19-001 Working Capital Advance;

14.3.6 CPN-E-19-002 Energy Reimbursement Policies and Procedures;

14.3.7 CPN-E-20-01 SWEATS Policy;

14.3.8 CPA-E-20-01 COVID-19 Guidance and Program Relief

14.3.8.1 CPA-E-20-01E Guidance and Program Relief for LSPs Impacted by COVID-19

14.3.9 CPA-A-20-02 Administrative Relief from Loss of Operations Due to COVID-19 Crisis

14.3.10 CPN-E-20-02 PSPS Emergency Preparedness Pilot Policy;

14.3.10.1 CPN-E-20-02E PSPS Emergency Preparedness Pilot Policy Errata

14.3.10.2 CPN-E-20-02M PSPS Emergency Preparedness Pilot Policy

14.3.10.3 CPN-E-20-02M2 PSPS Emergency Preparedness Pilot Policy Modification

14.3.10.4 CPN-E-20-02M3 PSPS Emergency Preparedness Pilot Policy

14.3.11. CPN-E-20-03E7 Payment of Wages and Benefits COVID-19 Errata 7

14.3.12 CPN-E-20-05 Transferring Funds

14.3.13 CPA-E-20-09 Raising Procurement Levels

14.3.14 CPA-E-21-01 Technical Reference Manual Transition

14.3.15 CPA-E-21-02 Revised Weatherization Forms Implementation

14.3.15.1 CPA-E-21-02E Revised Weatherization Form Implementation

14.3.16 CPA-E-21-04 WPO Benefit Formula Policy
14.3.16.1 CPA-E-21-04M WPO Benefit Formula Policy Modification

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Department of Community Services and Development
CSD 279 (Rev. 4/2022)

**Community Services and Development**
**Federal Funding Accountability and Transparency Act Report Form**

# Return with the Contract

As of October 1, 2010, CSD is required to comply with sub-award reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA). CSD must file the FFATA sub- award report by the end of the month following the month in which CSD awards funds greater than or equal to $25,000 to any agency/service provider. In accordance with terms of the CSD agreement, agencies are required to provide the information requested in this form on or beforethe above due date. Failure to timely submit the completed form may result in "high-risk" designation and/or imposition of additional special terms and conditions on the agency's eligibility for CSD funds.

Please e-mail completed report form to the program e-mail address listed below:

**Department of Energy Weatherization Assistance Program**: Wx@csd.ca.gov

**Community Services Block Grant**: csbg.div@csd.ca.gov

**Low Income Home Energy Assistance Program:** Wx@csd.ca.gov

**AGENCY/SUB-AWARDEE INFORMATION**

| | | |
|---|---|---|
| Agency Name | County of Mariposa | |
| Program Type **(Check One)** | ☐**CSBG** ☐**LIHEAP** ☐**DOE WAP** ☐**OTHER** LIHEAP | |
| Contract Number | 23B-5021 | |
| Performance Period(s) (mm/dd/yy - mm/dd/yy) | 11/01/22 - 6/30/24 | |
| Agency Unique Entity ID (SAM.gov) **NEW** | 71859607 | |
| Agency Primary Contact Information *(person responsible for completing thisform)* | Name: | Lori Norman |
| | Title: | Senior Administrative Analyst |
| | E-Mail: | lnorman@mariposacounty.org |
| | Phone: | 209-742-0851 |
| Location of Agency | Mailing Address: | P.O. Box 99, Mariposa |
| | State: | California |
| | Zip + 4 Digits (+4 digit is required) | 95338-0099 |
| | U.S. Congressional District: | 4th District |
| | State Assembly District: | District 5 |
| | State Senate District: | District 8 |

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Department of Community Services and Development
CSD 279 (Rev. 4/2022)

| | | |
|---|---|---|
| Place of Performance *(where program funds are primarily spent, if different from agency location above)* | Mailing Address: | 5362 Lemee Lane, Mariposa |
| | State: | California |
| | Zip + 4 Digits (+4 digit is required) | 95338 |
| | U.S. Congressional District: | 4th District |
| | State Assembly District: | District 5 |
| | State Senate District: | District 8 |

| | | | |
|---|---|---|---|
| Agency (Sub-Awardee) Executive Compensation Reporting | Is more than 80% of your agency's annual gross revenue from the Federal government?<br><br>(If YES, continue to the next question. **If NO, you are now finished completing this form.)** | ☐ Yes | ☒ No |
| | Does your agency's total annual federal funding exceed $25 million?<br><br>(If YES, continue to the next question. **If NO, you are now finished completing this form.)** | ☐ Yes | ☐ No |
| | Is your agency one of the entities described below?<br><br>▪ A tax-exempt nonprofit entity required to file an annual Form 990 return with the Internal Revenue Service (IRS).<br><br>▪ A publicly owned corporation required to file annual reports with the Securities and Exchange Commission (SEC). | ☐ Yes | ☐ No |
| | (If NO, please list the names and compensation of your agency's top five highest compensated employees in the spaces below. If YES, you are now finished completing this form.) | | |

| | | |
|---|---|---|
| Five Highest Compensated Executives/Employees | Name | |
| | Compensation | |
| | Name | |
| | Compensation | |
| | Name | |
| | Compensation | |
| | Name | |
| | Compensation | |
| | Name | |
| | Compensation | |

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## Description of Information Requested

Place of Performance

Address represents where the prime recipient is performing the majority of work funded. If the award fundsmultiple projects in different locations, then an address such as a city hall or county seat may be the most appropriate if it represent where the majority of funds are being used.

Agency/Sub-Awardee Executive Compensation Reporting

Sub-awardees must report the total compensation and names of the top five executives in the organization if:

a) More than 80% of the annual gross revenues are from the Federal government, and those revenues aregreater than $25 million annually; and

b) Compensation information is not readily available through reporting to the to the IRS on a Form 990 (section6104 of the Internal Revenue Code of 1986), or through reporting to Securities and Exchange Commission (SEC).SEC reporting is required for publicly owned/traded corporations.

Exemptions: Refer to 2 CFR
Part 170 for exemption criteria. http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-part170.pdf

## Additional Resources

| | |
|---|---|
| **Unique Entity ID (UEI Number)** | |
| On April 4, 2022, the D-U-N-S® Number will be removed and the Unique Entity ID (SAM) will be the authoritative identifier. This ID is used within SAM.gov and other government award and financial systems to identify a unique entity. The transition to the Unique Entity ID (SAM) is a federal governmentwide initiative. | https://sam.gov/content/home<br>https://gsa.gov/entityid |
| **Zip Code + 4 Digit Zip** | |
| Use the United States Postal Service website to identify your +4 digit zip | https://tools.usps.com/go/ZipLookupAction!input.action |
| **Congressional District** | |
| Use the following sites to identify your congressional district | |
| U.S. Congressional District | http://www.house.gov/representatives/find/ |
| State Assembly and Senate District | http://findyourrep.legislature.ca.gov/ |
| **Reporting Requirement Regulations** | |
| The Federal Funding Accountability and Transparency Act of 2006 | http://www.gpo.gov/fdsys/pkg/PLAW-109publ282/html/PLAW-109publ282.htm |
| FFATA Subaward Reporting System (FSRS) website | https://www.fsrs.gov/ |

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

State of California-Health and Human Services Agency
**DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT**
2389 Gateway Oaks Drive, Suite 100, Sacramento, CA 95833
Telephone: (916) 576-7109 | Fax: (916) 263-1406
www.csd.ca.gov

DAVID SCRIBNER
DIRECTOR

GAVIN NEWSOM
GOVERNOR

Dear Executive Director:

The purpose of this letter is to provide funding information for the 2023 Low Income Home Energy Assistance Program (LIHEAP) contract. The Department of Community Services and Development (CSD) expects to receive the initial LIHEAP grant award in October 2022 from the United States Department of Health and Human Services (HHS). Receipt of the grant award is contingent upon HHS's approval of California's LIHEAP State Plan. CSD will inform the network when funding is available and when Departmental systems are ready to input applications.

Note that CSD will not process any claims for 2023 LIHEAP contract reimbursement or issue any 2023 program year LIHEAP utility assistance benefits until your contract is fully executed. To avoid gaps in LIHEAP service delivery, Local Service Providers are encouraged to continue assistance delivery under all available open LIHEAP contracts while the 2023 LIHEAP contract is fully executed. Contact your field representative if you need assistance moving funds within the components of any open LIHEAP contracts.

CSD received four comments on the 2023 LIHEAP draft contract. In response to the comments received, CSD modified the 2023 LIHEAP contract to:

- Update links to documents incorporated by reference;
- Remove reference to the Memorandum for Understanding for Information Technology security requirements; and
- Remove the maximum average weatherization investment per unit cap.

As a reminder, the Wood, Propane, and Oil (WPO) Benefit Formula Policy is incorporated into the 2023 LIHEAP contract as outlined in CPA-E-21-04 and CPA-E-21-04M.

It is through the continued collaboration and commitment between CSD and your agency to those we are tasked to serve that permits us all to effectively and efficiently administer these critical programs and services – programs and services designed to strengthen the economic security of vulnerable Californians.

Sincerely,



DAVID SCRIBNER, ESQ.
Director

Attachments

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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

| STANDARD AGREEMENT<br>STD. 213 (Rev 03/2019) CSD (Rev 07/2019) | AGREEMENT NUMBER<br>23B-5021 | PURCHASING AUTHORITY NUMBER (if applicable) |
|---|---|---|

1. This Agreement is entered into between the Contracting Agency and the Contractor named below

CONTRACTING AGENCY NAME
**Department of Community Services and Development**

CONTRACTOR NAME
**Mariposa County Human Services Department**

2. The term of this Agreement is: November 1, 2022 through June 30, 2024

3. The maximum amount of this Agreement is: Total $525,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits that are by this reference made a part of the Agreement:

Preamble*
Article 1 - Scope of Work*
Article 2 - Contract Administration and Procedure*
Article 3 - Contract Changes*
Article 4 - Administrative Policies and Procedures*; Article 5 - Administrative and Program Expenditures Re
Article 6 - Reporting Policies and Procedures*; Article 7 - Program Policies and Procedures*;
Article 8 - Program Implementation*; Article 9 - Training, Licensing and Certifications*;
Article 10 - Compliance Policies and Procedures*; Article 11 - Federal and State Policy Provisions*;
Article 12 - General Terms and Conditions GTC 04/2017* ; Article 13 - Definitions*;
Article 14 - Table of Forms and Documents Incorporated by Reference*

Items shown with an Asterisk (*) are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be accessed at https://agencies.csd.ca.gov/.

**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO**

| **CONTRACTOR** | | | | **California Department of General Services Approval (or exemption, if applicable)** |
|---|---|---|---|---|
| CONTRACTOR NAME *(If other than an individual, state whether a corporation, partnership, etc.)*<br>**Mariposa County Human Services Department** | | | | |
| CONTRACTOR BUSINESS ADDRESS, CITY, STATE ZIP<br>P.O. Box 99, Mariposa, CA 95338 | | | | |
| PRINTED NAME OF PERSON SIGNING<br>Miles S Menetrey | | TITLE<br>Mariposa County Board Chair | | |
| CONTRACTOR AUTHORIZED SIGNATURE<br>DocuSigned by: Miles S Menetrey<br>841E070C19E446... | | DATE SIGNED<br>2/28/2023 | | **I hereby certify that all conditions for exemption have been complied with, and the document is exempt from the Department of General Services approval.** |
| **STATE OF CALIFORNIA** | | | | |
| CONTRACTING AGENCY NAME<br>**Department of Community Services and Development** | | | | DS |
| CONTRACTING AGENCY ADDRESS<br>**2389 Gateway Oaks Drive, Suite 100** | CITY<br>**Sacramento** | STATE<br>**CA** | ZIP<br>**95833** | |
| PRINTED NAME OF PERSON SIGNING<br>**Chris Vail** | TITLE<br>**Chief Financial Officer** | | | Steven W. Dahlem |
| CONTRACTING AGENCY AUTHORIZED SIGNATURE<br>DocuSigned by:<br>5738D524A1A146B... | | DATE SIGNED<br>3/16/2023 | | DocuSigned by: Steven W. Dahlem<br>F6A416F06B394BF... |

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# 2023 LIHEAP Contract Checklist

**General Comments and Requirements:**

Please contact your assigned Field Operations Representative immediately for assistance if this Agreement requires corrections. Agencies are required to utilize DocuSign to sign this Agreement. Please fill out and submit CSD 489 (DocuSign Contact Update Form) if you have not yet initialized DocuSign® with the California Department of Community Services and Development (CSD).

**Contract Packet:**

**The following completed documents/forms must be returned to CSD in the Agreement packet within 30 days (45 days for public agencies). Please use the checkboxes below to indicate the documents/forms are included:**

- ☐ Contract Face Sheet (STD 213) signed by individual authorized on Board Resolution
- ☐ Federal Funding Accountability and Transparency Act (FFATA) Form
- ☐ Lobbying Form
- ☐ Insurance or Self-Insurance. Please attach current evidence of insurance if not already on file with CSD
- ☐ Board resolution. (Not applicable if a general board resolution has already been submitted and is not specific to the program, program year, or contract number, and does not contain any changes.)

**Programmatic Contract Requirements (as applicable):**

- ☐ LIHEAP Production Plan (CSD 622)
- ☐ CSD 188 Agency Staff and Board Roster form (located under forms tab on the Local Agencies Portal). N/A If a general Board Roster was submitted and no changes have occurred.
- ☐ CSD 251 Public Website Update (CSD 251 located under forms tab on the Local Agencies Portal).
- ☐ CSD 143 Working Capital Advance (located under forms tab on the Local Agencies Portal). Submit the form to EARS.Reports@CSD.CA.GOV?

  **Please note**: The 2023 Agency Local Plan is due no later than 30 days after contract execution.

**Please return completed contract packets within 30 days (45 days for public agencies) to:**

All forms are located on the Local Agencies Portal at https://agencies.csd.ca.gov.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

# ALLOCATION SPREADSHEET

**State of California**
**Department of Community Services and Development**
**Total 2023 LIHEAP Contract**
**Facesheet**

| County/Service Territory | Contract Number | Direct Services: Weatherization: Initial WX Program | Direct Services: Weatherization: Delayed WX Program | Direct Services: Weatherization: WX Program Subtotal | Direct Services: Administration/Assurance 16/ECIP/HEAP: Allowable Admin | Direct Services: Administration/Assurance 16/ECIP/HEAP: Allowable A16 | Direct Services: Administration/Assurance 16/ECIP/HEAP: ECIP/HEAP Program | Direct Services: Administration/Assurance 16/ECIP/HEAP: Admin/A16/ ECIP/HEAP Subtotal | Utility Assistance: ECIP FT/HEAP G&E Program Subtotal | Total Contract Allocation |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 Alameda County - Spectrum Community Services, Inc. | 23B-5001 | 615,689 | 414,645 | 1,030,334 | 207,322 | 207,322 | 1,094,250 | 1,508,894 | 1,392,682 | 3,931,910 |
| 2 Amador/Tuolumne Service Territory - Amador-Tuolumne CAA | | | | | | | | | | |
| Amador County | | 35,865 | 24,154 | 60,019 | 12,077 | 12,077 | 55,050 | 79,204 | 89,819 | 229,042 |
| Calaveras County | | 53,058 | 35,732 | 88,790 | 17,866 | 17,866 | 100,728 | 136,460 | 113,586 | 338,836 |
| Tuolumne County | | 100,289 | 67,541 | 167,830 | 33,770 | 33,770 | 178,241 | 245,781 | 226,853 | 640,464 |
| Service Territory Total | 23B-5002 | 189,212 | 127,427 | 316,639 | 63,713 | 63,713 | 334,019 | 461,445 | 430,258 | 1,208,342 |
| 3 Butte County - CAA of Butte County, Inc. | 23B-5003 | 341,708 | 230,128 | 571,836 | 115,064 | 115,064 | 897,163 | 1,127,291 | 483,087 | 2,182,214 |
| 4 Colusa Service Territory - Glenn County Community Action Department | | | | | | | | | | |
| Colusa County | | 30,404 | 20,476 | 50,880 | 10,238 | 10,238 | 39,298 | 59,774 | 83,509 | 194,163 |
| Glenn County | | 43,198 | 29,092 | 72,290 | 14,546 | 14,546 | 61,070 | 90,162 | 113,417 | 275,869 |
| Trinity County | | 32,095 | 21,615 | 53,710 | 10,808 | 10,808 | 103,714 | 125,330 | 25,928 | 204,968 |
| Service Territory Total | 23B-5004 | 105,697 | 71,183 | 176,880 | 35,592 | 35,592 | 204,082 | 275,266 | 222,854 | 675,000 |
| 5 Contra Costa Co. - Contra Costa Employment & Human Services Dept/CSB | 23B-5005 | 527,274 | 355,101 | 882,375 | 177,550 | 177,550 | 425,961 | 781,061 | 1,703,842 | 3,367,278 |
| 6 Del Norte County - Del Norte Senior Center, Inc. | 23B-5006 | 103,930 | 69,993 | 173,923 | 34,997 | 34,997 | 235,090 | 305,084 | 184,713 | 663,720 |
| 7 El Dorado Service Territory - El Dorado Co. Health & Human Services Agency | | | | | | | | | | |
| Alpine County | | 4,133 | 2,783 | 6,916 | 1,392 | 1,392 | 9,849 | 12,633 | 6,845 | 26,394 |
| El Dorado County | | 293,355 | 197,564 | 490,919 | 98,782 | 98,782 | 699,114 | 896,678 | 485,825 | 1,873,422 |
| Service Territory Total | 23B-5007 | 297,488 | 200,347 | 497,835 | 100,174 | 100,174 | 708,963 | 909,311 | 492,670 | 1,899,816 |
| 8 Fresno County - Fresno County Economic Opportunities Commission | 23B-5008 | 1,216,535 | 819,293 | 2,035,828 | 409,647 | 409,646 | 737,087 | 1,556,380 | 4,176,824 | 7,769,032 |
| 9 Humboldt Service Territory - Redwood CAA | | | | | | | | | | |
| Humboldt County | | 256,351 | 172,643 | 428,994 | 86,322 | 86,322 | 434,898 | 607,542 | 600,573 | 1,637,109 |
| Modoc Co. (WEATHERIZATION/ASSURANCE 16) | | 70,464 | 47,455 | 117,919 | 7,224 | 11,864 | 0 | 19,088 | 0 | 137,007 |
| Service Territory Total | 23B-5009 | 326,815 | 220,098 | 546,913 | 93,546 | 98,186 | 434,898 | 626,630 | 600,573 | 1,774,116 |
| 10 Imperial Service Territory - Campesinos Unidos, Inc. | | | | | | | | | | |
| Imperial County | | 120,969 | 81,469 | 202,438 | 40,734 | 40,734 | 127,044 | 208,512 | 361,585 | 772,535 |
| San Diego County - Area A | | 662,750 | 446,339 | 1,109,089 | 223,169 | 223,169 | 562,175 | 1,008,513 | 2,114,850 | 4,232,452 |
| Service Territory Total | 23B-5010 | 783,719 | 527,808 | 1,311,527 | 263,903 | 263,903 | 689,219 | 1,217,025 | 2,476,435 | 5,004,987 |
| 11 Inyo Service Territory - Inyo Mono Advocates for Community Action, Inc. | | | | | | | | | | |
| Inyo County | | 36,424 | 24,530 | 60,954 | 12,265 | 12,265 | 107,402 | 131,932 | 39,724 | 232,610 |
| Mono County | | 45,785 | 30,834 | 76,619 | 15,417 | 15,417 | 162,745 | 193,579 | 22,192 | 292,390 |
| Service Territory Total | 23B-5011 | 82,209 | 55,364 | 137,573 | 27,682 | 27,682 | 270,147 | 325,511 | 61,916 | 525,000 |
| 12 Kern County - Community Action Partnership of Kern | 23B-5012 | 1,109,164 | 746,983 | 1,856,147 | 373,491 | 373,491 | 1,030,449 | 1,777,431 | 3,449,762 | 7,083,340 |
| 13 Kings County - Kings Community Action Organization, Inc. | 23B-5013 | 150,352 | 101,257 | 251,609 | 50,628 | 50,628 | 218,632 | 319,888 | 388,680 | 960,177 |
| 14 Lake Service Territory - North Coast Energy Services, Inc. | | | | | | | | | | |
| Lake County | | 147,692 | 99,465 | 247,157 | 49,733 | 49,733 | 292,318 | 391,784 | 304,249 | 943,190 |
| Mendocino County | | 178,331 | 120,100 | 298,431 | 60,050 | 60,050 | 259,317 | 379,417 | 461,009 | 1,138,857 |
| Napa County | | 74,031 | 49,857 | 123,888 | 24,929 | 24,929 | 110,641 | 160,499 | 188,388 | 472,775 |
| Solano County | | 194,519 | 131,002 | 325,521 | 65,501 | 65,501 | 117,857 | 248,859 | 667,856 | 1,242,236 |
| Sonoma County | | 311,179 | 209,568 | 520,747 | 104,784 | 104,784 | 490,206 | 699,774 | 766,732 | 1,987,253 |
| Yolo County | | 155,360 | 104,629 | 259,989 | 52,315 | 52,315 | 200,812 | 305,442 | 426,726 | 992,157 |
| Service Territory Total | 23B-5014 | 1,061,112 | 714,621 | 1,775,733 | 357,312 | 357,312 | 1,471,151 | 2,185,775 | 2,814,960 | 6,776,468 |
| 15 Lassen County - Lassen Economic Development Corporation | 23B-5015 | 82,209 | 55,365 | 137,574 | 27,682 | 27,682 | 272,291 | 327,655 | 59,771 | 525,000 |
| Los Angeles County | | | | | | | | | | |
| 16 Area A - Maravilla Foundation | 23B-5016 | 1,978,769 | 1,332,631 | 3,311,400 | 666,315 | 666,316 | 2,957,337 | 4,289,968 | 5,035,466 | 12,636,834 |
| 17 Area B - Pacific Asian Consortium in Employment | 23B-5017 | 1,398,785 | 942,032 | 2,340,817 | 471,016 | 471,016 | 1,130,014 | 2,072,046 | 4,520,055 | 8,932,918 |
| 18 Area C - Long Beach Community Action Partnership | 23B-5018 | 1,220,335 | 821,852 | 2,042,187 | 410,926 | 410,926 | 788,682 | 1,610,534 | 4,140,580 | 7,793,301 |
| 19 Madera County - Community Action Partnership of Madera County, Inc. | 23B-5019 | 162,758 | 109,612 | 272,370 | 54,806 | 54,806 | 138,059 | 247,671 | 519,364 | 1,039,405 |
| 20 Marin County - Community Action Marin (NON WEATHERIZATION/ASSURANCE 16) | 23B-5020 | 0 | 0 | 0 | 25,555 | 25,555 | 104,052 | 155,162 | 329,499 | 484,661 |
| 21 Mariposa County - Mariposa County Human Services Department | 23B-5021 | 82,209 | 55,365 | 137,574 | 27,682 | 27,682 | 199,237 | 254,601 | 132,825 | 525,000 |

# ALLOCATION SPREADSHEET

**State of California**
**Department of Community Services and Development**
**Total 2023 LIHEAP Contract**
**Facesheet**

| | County/Service Territory | Contract Number | Direct Services: Weatherization: Initial WX Program | Direct Services: Weatherization: Delayed WX Program | Direct Services: Weatherization: WX Program Subtotal | Direct Services: Administration/Assurance 16/ECIP/HEAP: Allowable Admin | Direct Services: Administration/Assurance 16/ECIP/HEAP: Allowable A16 | Direct Services: Administration/Assurance 16/ECIP/HEAP: ECIP/HEAP Program | Direct Services: Administration/Assurance 16/ECIP/HEAP: Admin/A16/ ECIP/HEAP Subtotal | Utility Assistance: ECIP FT/HEAP G&E Program Subtotal | Total Contract Allocation |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 22 | Merced County - Merced County CAA | 23B-5022 | 305,084 | 205,463 | 510,547 | 102,732 | 102,732 | 258,786 | 464,250 | 973,528 | 1,948,325 |
| 23 | Modoc - T.E.A.C.H. Inc. (NON WEATHERIZATION/ASSURANCE 16) | 23B-5023 | 0 | 0 | 0 | 16,504 | 11,864 | 159,390 | 187,758 | 125,235 | 312,993 |
| 24 | Orange County - Community Action Partnership of Orange County | 23B-5024 | 811,656 | 546,622 | 1,358,278 | 273,311 | 273,311 | 1,180,260 | 1,726,882 | 2,098,239 | 5,183,399 |
| 25 | Placer Service Territory - Project GO, Inc. | | | | | | | | | | |
| | Nevada County | | 196,178 | 132,119 | 328,297 | 66,059 | 66,059 | 515,069 | 647,187 | 277,345 | 1,252,829 |
| | Placer County | | 231,126 | 155,655 | 386,781 | 77,828 | 77,828 | 364,097 | 519,753 | 569,484 | 1,476,018 |
| | Service Territory Total | 23B-5025 | 427,304 | 287,774 | 715,078 | 143,887 | 143,887 | 879,166 | 1,166,940 | 846,829 | 2,728,847 |
| 26 | Plumas Service Territory - Plumas Co. Community Development Commission | | | | | | | | | | |
| | Plumas County | | 71,537 | 48,178 | 119,715 | 24,089 | 24,089 | 234,057 | 282,235 | 54,902 | 456,852 |
| | Sierra County | | 10,671 | 7,187 | 17,858 | 3,593 | 3,593 | 33,621 | 40,807 | 9,483 | 68,148 |
| | Service Territory Total | 23B-5026 | 82,208 | 55,365 | 137,573 | 27,682 | 27,682 | 267,678 | 323,042 | 64,385 | 525,000 |
| 27 | Riverside County - Community Action Partnership of Riverside County | 23B-5027 | 1,272,782 | 857,174 | 2,129,956 | 428,587 | 428,587 | 1,131,044 | 1,988,218 | 4,010,065 | 8,128,239 |
| 28 | Sacramento Service Territory - Community Resource Project, Inc. | | | | | | | | | | |
| | Sacramento County | | 964,210 | 649,362 | 1,613,572 | 324,681 | 324,681 | 1,363,147 | 2,012,509 | 2,531,559 | 6,157,640 |
| | Sutter County | | 85,305 | 57,450 | 142,755 | 28,725 | 28,725 | 120,600 | 178,050 | 223,970 | 544,775 |
| | Yuba County | | 94,199 | 63,440 | 157,639 | 31,720 | 31,720 | 156,003 | 219,443 | 224,492 | 601,574 |
| | Service Territory Total | 23B-5028 | 1,143,714 | 770,252 | 1,913,966 | 385,126 | 385,126 | 1,639,750 | 2,410,002 | 2,980,021 | 7,303,989 |
| 29 | San Benito Co. - HHSA, Comm. Svcs. & Wkfs. Dev. (NON WEATHERIZATION/A16) | 23B-5029 | 0 | 0 | 0 | 19,573 | 19,573 | 56,451 | 95,597 | 275,611 | 371,208 |
| 30 | San Bernardino County - Community Action Partnership of San Bernardino Co. | 23B-5030 | 1,268,095 | 854,017 | 2,122,112 | 427,009 | 427,008 | 1,587,875 | 2,441,892 | 3,534,302 | 8,098,306 |
| 31 | San Diego County - Area B - Metropolitan Area Advisory Committee | 23B-5031 | 312,050 | 210,155 | 522,205 | 105,077 | 105,077 | 617,623 | 827,777 | 642,832 | 1,992,814 |
| 32 | San Joaquin Co. - San Joaquin Co. Dept. of Aging & Community Services | 23B-5032 | 581,954 | 391,925 | 973,879 | 195,963 | 195,963 | 352,600 | 744,526 | 1,998,069 | 3,716,474 |
| 33 | San Luis Obispo Co. - Community Action Partnership of San Luis Obispo Co., Inc. | 23B-5033 | 158,335 | 106,633 | 264,968 | 53,317 | 53,317 | 313,383 | 420,017 | 326,175 | 1,011,160 |
| 34 | Santa Barbara Co. - Community Action Commission of Santa Barbara County | 23B-5034 | 257,651 | 173,519 | 431,170 | 86,759 | 86,759 | 728,507 | 902,025 | 312,217 | 1,645,412 |
| 35 | Santa Clara Co. - Sacred Heart Community Service (NON WEATHERIZATION/A16) | 23B-5035 | 0 | 0 | 0 | 144,658 | 144,658 | 490,831 | 780,147 | 1,963,322 | 2,743,469 |
| 36 | Santa Cruz Service Territory - Central Coast Energy Services, Inc. | | | | | | | | | | |
| | Monterey County | | 328,116 | 220,974 | 549,090 | 110,487 | 110,487 | 278,323 | 499,297 | 1,047,025 | 2,095,412 |
| | San Francisco County | | 294,856 | 198,575 | 493,431 | 99,288 | 99,288 | 190,560 | 389,136 | 1,000,442 | 1,883,009 |
| | San Mateo County | | 254,027 | 171,078 | 425,105 | 85,539 | 85,539 | 194,956 | 366,034 | 831,128 | 1,622,267 |
| | Santa Cruz County | | 196,266 | 132,178 | 328,444 | 66,089 | 66,089 | 166,482 | 298,660 | 626,291 | 1,253,395 |
| | Marin County (WEATHERIZATION/ASSURANCE 16) | | 107,334 | 72,286 | 179,620 | 10,588 | 10,588 | 0 | 21,176 | 0 | 200,796 |
| | San Benito County (WEATHERIZATION/ASSURANCE 16) | | 82,209 | 55,365 | 137,574 | 8,109 | 8,109 | 0 | 16,218 | 0 | 153,792 |
| | Santa Clara County (WEATHERIZATION/ASSURANCE 16/EHCS) | | 619,973 | 417,530 | 1,037,503 | 64,107 | 64,107 | 50,085 | 178,299 | 0 | 1,215,802 |
| | Service Territory Total | 23B-5036 | 1,882,781 | 1,267,986 | 3,150,767 | 444,207 | 444,207 | 880,406 | 1,768,820 | 3,504,886 | 8,424,473 |
| 37 | Shasta/Tehama Service Territory - Self-Help Home Improvement Project, Inc. | | | | | | | | | | |
| | Shasta County | | 263,352 | 177,358 | 440,710 | 88,679 | 88,679 | 563,788 | 741,146 | 499,962 | 1,681,818 |
| | Tehama County | | 111,950 | 75,394 | 187,344 | 37,697 | 37,697 | 239,663 | 315,057 | 212,532 | 714,933 |
| | Service Territory Total | 23B-5037 | 375,302 | 252,752 | 628,054 | 126,376 | 126,376 | 803,451 | 1,056,203 | 712,494 | 2,396,751 |
| 38 | Siskiyou County - Great Northern Services | 23B-5038 | 188,986 | 127,276 | 316,262 | 63,638 | 63,638 | 404,584 | 531,860 | 358,782 | 1,206,904 |
| 39 | Stanislaus County - Central Valley Opportunity Center, Incorporated | 23B-5039 | 506,027 | 340,791 | 846,818 | 170,396 | 170,396 | 367,916 | 708,708 | 1,676,061 | 3,231,587 |
| 40 | Tulare County - Community Services & Employment Training, Inc. | 23B-5040 | 700,679 | 471,882 | 1,172,561 | 235,941 | 235,941 | 849,069 | 1,320,951 | 1,981,162 | 4,474,674 |
| 41 | Ventura County - Community Action of Ventura County, Inc. | 23B-5041 | 322,711 | 217,335 | 540,046 | 108,667 | 108,667 | 378,020 | 595,354 | 925,498 | 2,060,898 |
| 42 | Association of California Community and Energy Services (ACCES) | 22B-4042 | 0 | 0 | 0 | 0 | 0 | 34,054 | 34,054 | 0 | 34,054 |
| | TOTALS | | 22,433,288 | 15,108,026 | 37,541,314 | 7,554,013 | 7,554,012 | 27,721,627 | 42,829,652 | 62,926,529 | 143,297,495 |

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# ALLOCATION SPREADSHEET

**State of California**
**Department of Community Services and Development**
**Total 2023 LIHEAP Contract**
**Facesheet**

| County/Service Territory | Initial WX Intake 8% | Initial WX Outreach 5% | Initial WX Training 5% | Approved Waiver Total WX Intake 8% | Approved Waiver Total WX Outreach 5% | Approved Waiver Total WX Training 5% | ECIP/HEAP Intake 8% | ECIP/HEAP Outreach 5% | ECIP/HEAP Training 2% |
|---|---|---|---|---|---|---|---|---|---|
| 1 Alameda County - Spectrum Community Services, Inc. | 49,255 | 30,784 | 30,784 | 82,427 | 51,517 | 51,517 | 198,955 | 124,347 | 49,739 |
| 2 Amador/Tuolumne Service Territory - Amador-Tuolumne CAA | | | | | | | | | |
| Amador County | 2,869 | 1,793 | 1,793 | 4,802 | 3,001 | 3,001 | 11,590 | 7,243 | 2,897 |
| Calaveras County | 4,245 | 2,653 | 2,653 | 7,103 | 4,440 | 4,440 | 17,145 | 10,716 | 4,286 |
| Tuolumne County | 8,023 | 5,014 | 5,014 | 13,426 | 8,392 | 8,392 | 32,408 | 20,255 | 8,102 |
| Service Territory Total | 15,137 | 9,460 | 9,460 | 25,331 | 15,833 | 15,833 | 61,143 | 38,214 | 15,285 |
| 3 Butte County - CAA of Butte County, Inc. | 27,337 | 17,085 | 17,085 | 45,747 | 28,592 | 28,592 | 110,420 | 69,013 | 27,605 |
| 4 Colusa Service Territory - Glenn County Community Action Department | | | | | | | | | |
| Colusa County | 2,432 | 1,520 | 1,520 | 4,070 | 2,544 | 2,544 | 9,825 | 6,140 | 2,456 |
| Glenn County | 3,456 | 2,160 | 2,160 | 5,783 | 3,615 | 3,615 | 13,959 | 8,724 | 3,490 |
| Trinity County | 2,568 | 1,605 | 1,605 | 4,297 | 2,686 | 2,686 | 10,371 | 6,482 | 2,593 |
| Service Territory Total | 8,456 | 5,285 | 5,285 | 14,150 | 8,845 | 8,845 | 34,155 | 21,346 | 8,539 |
| 5 Contra Costa Co. - Contra Costa Employment & Human Services Dept/CSB | 42,182 | 26,364 | 26,364 | 70,590 | 44,119 | 44,119 | 170,384 | 106,490 | 42,596 |
| 6 Del Norte County - Del Norte Senior Center, Inc. | 8,314 | 5,197 | 5,197 | 13,914 | 8,696 | 8,696 | 33,584 | 20,990 | 8,396 |
| 7 El Dorado Service Territory - El Dorado Co. Health & Human Services Agency | | | | | | | | | |
| Alpine County | 331 | 207 | 207 | 553 | 346 | 346 | 1,336 | 835 | 334 |
| El Dorado County | 23,468 | 14,668 | 14,668 | 39,274 | 24,546 | 24,546 | 94,795 | 59,247 | 23,699 |
| Service Territory Total | 23,799 | 14,875 | 14,875 | 39,827 | 24,892 | 24,892 | 96,131 | 60,082 | 24,033 |
| 8 Fresno County - Fresno County Economic Opportunities Commission | 97,323 | 60,827 | 60,827 | 162,866 | 101,791 | 101,791 | 393,113 | 245,696 | 98,278 |
| 9 Humboldt Service Territory - Redwood CAA | | | | | | | | | |
| Humboldt County | 20,508 | 12,818 | 12,818 | 34,320 | 21,450 | 21,450 | 82,838 | 51,774 | 20,709 |
| Modoc Co. (WEATHERIZATION/ASSURANCE 16) | 5,637 | 3,523 | 3,523 | 9,434 | 5,896 | 5,896 | 0 | 0 | 0 |
| Service Territory Total | 26,145 | 16,341 | 16,341 | 43,754 | 27,346 | 27,346 | 82,838 | 51,774 | 20,709 |
| 10 Imperial Service Territory - Campesinos Unidos, Inc. | | | | | | | | | |
| Imperial County | 9,678 | 6,048 | 6,048 | 16,195 | 10,122 | 10,122 | 39,090 | 24,431 | 9,773 |
| San Diego County - Area A | 53,020 | 33,138 | 33,138 | 88,727 | 55,454 | 55,454 | 214,162 | 133,851 | 53,541 |
| Service Territory Total | 62,698 | 39,186 | 39,186 | 104,922 | 65,576 | 65,576 | 253,252 | 158,282 | 63,314 |
| 11 Inyo Service Territory - Inyo Mono Advocates for Community Action, Inc. | | | | | | | | | |
| Inyo County | 2,914 | 1,821 | 1,821 | 4,876 | 3,048 | 3,048 | 11,770 | 7,356 | 2,943 |
| Mono County | 3,663 | 2,289 | 2,289 | 6,130 | 3,831 | 3,831 | 14,795 | 9,247 | 3,699 |
| Service Territory Total | 6,577 | 4,110 | 4,110 | 11,006 | 6,879 | 6,879 | 26,565 | 16,603 | 6,642 |
| 12 Kern County - Community Action Partnership of Kern | 88,733 | 55,458 | 55,458 | 148,492 | 92,807 | 92,807 | 358,417 | 224,011 | 89,604 |
| 13 Kings County - Kings Community Action Organization, Inc. | 12,028 | 7,518 | 7,518 | 20,129 | 12,580 | 12,580 | 48,585 | 30,366 | 12,146 |
| 14 Lake Service Territory - North Coast Energy Services, Inc. | | | | | | | | | |
| Lake County | 11,815 | 7,385 | 7,385 | 19,773 | 12,358 | 12,358 | 47,725 | 29,828 | 11,931 |
| Mendocino County | 14,266 | 8,917 | 8,917 | 23,874 | 14,922 | 14,922 | 57,626 | 36,016 | 14,407 |
| Napa County | 5,922 | 3,702 | 3,702 | 9,911 | 6,194 | 6,194 | 23,922 | 14,951 | 5,981 |
| Solano County | 15,562 | 9,726 | 9,726 | 26,042 | 16,276 | 16,276 | 62,857 | 39,286 | 15,714 |
| Sonoma County | 24,894 | 15,559 | 15,559 | 41,660 | 26,037 | 26,037 | 100,555 | 62,847 | 25,139 |
| Yolo County | 12,429 | 7,768 | 7,768 | 20,799 | 12,999 | 12,999 | 50,203 | 31,377 | 12,551 |
| Service Territory Total | 84,888 | 53,057 | 53,057 | 142,059 | 88,786 | 88,786 | 342,888 | 214,305 | 85,723 |
| 15 Lassen County - Lassen Economic Development Corporation | 6,577 | 4,110 | 4,110 | 11,006 | 6,879 | 6,879 | 26,565 | 16,603 | 6,641 |
| Los Angeles County | | | | | | | | | |
| 16 Area A - Maravilla Foundation | 158,302 | 98,938 | 98,938 | 264,912 | 165,570 | 165,570 | 639,424 | 399,640 | 159,856 |
| 17 Area B - Pacific Asian Consortium in Employment | 111,903 | 69,939 | 69,939 | 187,265 | 117,041 | 117,041 | 452,006 | 282,503 | 113,001 |
| 18 Area C - Long Beach Community Action Partnership | 97,627 | 61,017 | 61,017 | 163,375 | 102,109 | 102,109 | 394,341 | 246,463 | 98,585 |
| 19 Madera County - Community Action Partnership of Madera County, Inc. | 13,021 | 8,138 | 8,138 | 21,790 | 13,619 | 13,619 | 52,594 | 32,871 | 13,148 |
| 20 Marin County - Community Action Marin (NON WEATHERIZATION/ASSURANCE 16) | 0 | 0 | 0 | 0 | 0 | 0 | 34,684 | 21,678 | 8,671 |
| 21 Mariposa County - Mariposa County Human Services Department | 6,577 | 4,110 | 4,110 | 11,006 | 6,879 | 6,879 | 26,565 | 16,603 | 6,641 |

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# ALLOCATION SPREADSHEET

**State of California**
**Department of Community Services and Development**
**Total 2023 LIHEAP Contract**
**Facesheet**

| | County/Service Territory | Initial WX Intake 8% | Initial WX Outreach 5% | Initial WX Training 5% | Approved Waiver Total WX Intake 8% | Approved Waiver Total WX Outreach 5% | Approved Waiver Total WX Training 5% | ECIP/HEAP Intake 8% | ECIP/HEAP Outreach 5% | ECIP/HEAP Training 2% |
|---|---|---|---|---|---|---|---|---|---|---|
| 22 | Merced County - Merced County CAA | 24,407 | 15,254 | 15,254 | 40,844 | 25,527 | 25,527 | 98,585 | 61,616 | 24,646 |
| 23 | Modoc - T.E.A.C.H. Inc. (NON WEATHERIZATION/ASSURANCE 16) | 0 | 0 | 0 | 0 | 0 | 0 | 22,770 | 14,231 | 5,693 |
| 24 | Orange County - Community Action Partnership of Orange County | 64,932 | 40,583 | 40,583 | 108,662 | 67,914 | 67,914 | 262,280 | 163,925 | 65,570 |
| 25 | Placer Service Territory - Project GO, Inc. | | | | | | | | | |
| | Nevada County | 15,694 | 9,809 | 9,809 | 26,264 | 16,415 | 16,415 | 63,393 | 39,621 | 15,848 |
| | Placer County | 18,490 | 11,556 | 11,556 | 30,942 | 19,339 | 19,339 | 74,686 | 46,679 | 18,672 |
| | Service Territory Total | 34,184 | 21,365 | 21,365 | 57,206 | 35,754 | 35,754 | 138,079 | 86,300 | 34,520 |
| 26 | Plumas Service Territory - Plumas Co. Community Development Commission | | | | | | | | | |
| | Plumas County | 5,723 | 3,577 | 3,577 | 9,577 | 5,986 | 5,986 | 23,117 | 14,448 | 5,779 |
| | Sierra County | 854 | 534 | 534 | 1,429 | 893 | 893 | 3,448 | 2,155 | 862 |
| | Service Territory Total | 6,577 | 4,111 | 4,111 | 11,006 | 6,879 | 6,879 | 26,565 | 16,603 | 6,641 |
| 27 | Riverside County - Community Action Partnership of Riverside County | 101,823 | 63,639 | 63,639 | 170,396 | 106,498 | 106,498 | 411,289 | 257,055 | 102,822 |
| 28 | Sacramento Service Territory - Community Resource Project, Inc. | | | | | | | | | |
| | Sacramento County | 77,137 | 48,211 | 48,211 | 129,086 | 80,679 | 80,679 | 311,576 | 194,735 | 77,894 |
| | Sutter County | 6,824 | 4,265 | 4,265 | 11,420 | 7,138 | 7,138 | 27,566 | 17,229 | 6,891 |
| | Yuba County | 7,536 | 4,710 | 4,710 | 12,611 | 7,882 | 7,882 | 30,440 | 19,025 | 7,610 |
| | Service Territory Total | 91,497 | 57,186 | 57,186 | 153,117 | 95,699 | 95,699 | 369,582 | 230,989 | 92,395 |
| 29 | San Benito Co. - HHSA, Comm. Svcs. & Wkfs. Dev. (NON WEATHERIZATION/A16) | 0 | 0 | 0 | 0 | 0 | 0 | 26,565 | 16,603 | 6,641 |
| 30 | San Bernardino County - Community Action Partnership of San Bernardino Co. | 101,448 | 63,405 | 63,405 | 169,769 | 106,106 | 106,106 | 409,774 | 256,109 | 102,444 |
| 31 | San Diego County - Area B - Metropolitan Area Advisory Committee | 24,964 | 15,603 | 15,603 | 41,776 | 26,110 | 26,110 | 100,836 | 63,023 | 25,209 |
| 32 | San Joaquin Co. - San Joaquin Co. Dept. of Aging & Community Services | 46,556 | 29,098 | 29,098 | 77,910 | 48,694 | 48,694 | 188,054 | 117,533 | 47,013 |
| 33 | San Luis Obispo Co. - Community Action Partnership of San Luis Obispo Co., Inc. | 12,667 | 7,917 | 7,917 | 21,197 | 13,248 | 13,248 | 51,165 | 31,978 | 12,791 |
| 34 | Santa Barbara Co. - Community Action Commission of Santa Barbara County | 20,612 | 12,883 | 12,883 | 34,494 | 21,559 | 21,559 | 83,258 | 52,036 | 20,814 |
| 35 | Santa Clara Co. - Sacred Heart Community Service (NON WEATHERIZATION/A16) | 0 | 0 | 0 | 0 | 0 | 0 | 196,332 | 122,708 | 49,083 |
| 36 | Santa Cruz Service Territory - Central Coast Energy Services, Inc. | | | | | | | | | |
| | Monterey County | 26,249 | 16,406 | 16,406 | 43,927 | 27,455 | 27,455 | 106,028 | 66,267 | 26,507 |
| | San Francisco County | 23,588 | 14,743 | 14,743 | 39,474 | 24,672 | 24,672 | 95,280 | 59,550 | 23,820 |
| | San Mateo County | 20,322 | 12,701 | 12,701 | 34,008 | 21,255 | 21,255 | 82,087 | 51,304 | 20,522 |
| | Santa Cruz County | 15,701 | 9,813 | 9,813 | 26,276 | 16,422 | 16,422 | 63,422 | 39,639 | 15,855 |
| | Marin County (WEATHERIZATION/ASSURANCE 16) | 8,587 | 5,367 | 5,367 | 14,370 | 8,981 | 8,981 | 0 | 0 | 0 |
| | San Benito County (WEATHERIZATION/ASSURANCE 16) | 6,577 | 4,110 | 4,110 | 11,006 | 6,879 | 6,879 | 0 | 0 | 0 |
| | Santa Clara County (WEATHERIZATION/ASSURANCE 16/EHCS) | 49,598 | 30,999 | 30,999 | 83,000 | 51,875 | 51,875 | 4,007 | 2,504 | 1,002 |
| | Service Territory Total | 150,622 | 94,139 | 94,139 | 252,061 | 157,539 | 157,539 | 350,824 | 219,264 | 87,706 |
| 37 | Shasta/Tehama Service Territory - Self-Help Home Improvement Project, Inc. | | | | | | | | | |
| | Shasta County | 21,068 | 13,168 | 13,168 | 35,257 | 22,036 | 22,036 | 85,100 | 53,188 | 21,275 |
| | Tehama County | 8,956 | 5,598 | 5,598 | 14,988 | 9,367 | 9,367 | 36,176 | 22,610 | 9,044 |
| | Service Territory Total | 30,024 | 18,766 | 18,766 | 50,245 | 31,403 | 31,403 | 121,276 | 75,798 | 30,319 |
| 38 | Siskiyou County - Great Northern Services | 15,119 | 9,449 | 9,449 | 25,301 | 15,813 | 15,813 | 61,069 | 38,168 | 15,267 |
| 39 | Stanislaus County - Central Valley Opportunity Center, Incorporated | 40,482 | 25,301 | 25,301 | 67,745 | 42,341 | 42,341 | 163,518 | 102,199 | 40,880 |
| 40 | Tulare County - Community Services & Employment Training, Inc. | 56,054 | 35,034 | 35,034 | 93,805 | 58,628 | 58,628 | 226,418 | 141,512 | 56,605 |
| 41 | Ventura County - Community Action of Ventura County, Inc. | 25,817 | 16,136 | 16,136 | 43,204 | 27,002 | 27,002 | 104,281 | 65,176 | 26,070 |
| 42 | Association of California Community and Energy Services (ACCES) | | | | | | | | | |
| | TOTALS | 1,794,664 | 1,121,668 | 1,121,668 | 3,003,306 | 1,877,070 | 1,877,070 | 7,249,129 | 4,530,706 | 1,812,281 |

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# CERTIFICATION REGARDING LOBBYING

**DEPARTMENT OF HEALTH AND HUMAN SERVICES**
**FAMILY SUPPORT ADMINISTRATION**

**PROGRAM:** **Low-Income Home Energy Assistance (LIHEAP)**

**PERIOD:** **November 1, 2022 through June 30, 2024**

**The undersigned certifies, to the best of his or her knowledge and belief, that:**

**(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.**

**(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.**

**(3) The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.**

**This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.**

| | |
|---|---|
| Miles Menetrey | DocuSigned by: Miles S Menetrey B43EC70C19BE446... |
| **Title** | **Signature** |
| Mariposa County Board Chair | 2/28/2023 |
| **Agency/Organization** | **Date** |

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# DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete the form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

| 1. Type of Federal Action: | 2. Status of Federal Action: | 3. Report Type: |
|---|---|---|
| ☐ a. contract<br>b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance | ☐ a. bid/offer/application<br>b. initial award<br>c. post-award | ☐ a. initial filing<br>b. material change<br>For Material Change Only:<br>year _____ quarter<br>date of Last report |

| 4. Name and Address of Reporting Entity: | 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: |
|---|---|
| ☐ Prime ☐ Subawardee<br>Tier _____, *if known:*<br>Congressional District, *if known:* | Congressional District, *if known:* |
| 6. Federal Department/Agency: | 7. Federal Program Name/Description:<br>CFDA Number, *If applicable:* |
| 8. Federal Action Number, *if known:* | 9. Award Amount, *if known:*<br>$ |
| 10. a. Name address of Lobbying Entity *(if individual, last name, first, name, MI):* | b. Individuals Performing Services *(including address if different from No. 10a) (last name, first name, MI):* |

(attach Continuation Sheet(s) SF-LLL-A, *if necessary*)

| 11. Amount of Payment *(check all that apply)*: | 13. Type of Payment *(check all that apply)*: |
|---|---|
| $ _____ ☐ actual ☐ planned | ☐ a. retainer<br>☐ b. one-time fee<br>☐ c. commission<br>☐ d. contingent fee<br>☐ e. deferred<br>☐ f. other; specify: |
| 12. Form of Payment *(check all that apply)*:<br>☐ a. cash<br>☐ b. in-kind; specify: nature<br>value | |

14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s), contacted, for Payment indicated in Item 11:

(attach Continuation Sheet(s) SF-LLL-A, *if necessary*)

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

| 16 | |
|---|---|
| Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1353. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty for not less than $10,000 and not more than $100,000 for each such failure. | Signature: _____<br>Print Name: _____<br>Title: _____<br>Telephone No.: _____ Date: _____ |

| Federal Use Only: | Authorized for Local Reproductions<br>Standard Form – LLL |
|---|---|

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# DISCLOSURE OF LOBBYING ACTIVITIES

**CONTINUATION SHEET**

**Approved by OMB**
**0348-0046**

**Reporting Entity:** _____ **Page** _____ **of**

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# INSTRUCTION FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

**This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.**

1. **Identity the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.**

2. **Identify the status of the covered Federal action.**

3. **Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.**

4. **Enter the full name, address, city, state and ZIP Code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.**

5. **If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known**

6. **Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.**

7. **Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.**

8. **Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."**

9. **For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.**

10. **(a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.**

**(b) Enter the full name of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).**

11. **Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.**

12. **Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.**

13. **Check the appropriate box(es). Check all boxes that apply. If other, specify nature.**

14. **Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.**

15. **Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.**

16. **The certifying official shall sign and date the form, print his/her name, title, and telephone number.**

**Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budgets. Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.**

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Department of Community Services and Development
CSD 279 (Rev. 4/2022)

**Community Services and Development**
**Federal Funding Accountability and Transparency Act Report Form**

# Return with the Contract

As of October 1, 2010, CSD is required to comply with sub-award reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA). CSD must file the FFATA sub- award report by the end of the month following the month in which CSD awards funds greater than or equal to $25,000 to any agency/service provider. In accordance with terms of the CSD agreement, agencies are required to provide the information requested in this form on or beforethe above due date. Failure to timely submit the completed form may result in "high-risk" designation and/or imposition of additional special terms and conditions on the agency's eligibility for CSD funds.

Please e-mail completed report form to the program e-mail address listed below:

**Department of Energy Weatherization Assistance Program**: Wx@csd.ca.gov

**Community Services Block Grant**: csbg.div@csd.ca.gov

**Low Income Home Energy Assistance Program:** Wx@csd.ca.gov

**AGENCY/SUB-AWARDEE INFORMATION**

| | | |
|---|---|---|
| Agency Name | County of Mariposa | |
| Program Type **(Check One)** | ☐**CSBG** ☐**LIHEAP** ☐**DOE WAP** ☐**OTHER** LIHEAP | |
| Contract Number | 23B-5021 | |
| Performance Period(s) (mm/dd/yy - mm/dd/yy) | 11/01/22 - 6/30/24 | |
| Agency Unique Entity ID (SAM.gov) **NEW** | 71859607 | |
| Agency Primary Contact Information *(person responsible for completing thisform)* | Name: | Lori Norman |
| | Title: | Senior Administrative Analyst |
| | E-Mail: | lnorman@mariposacounty.org |
| | Phone: | 209-742-0851 |
| Location of Agency | Mailing Address: | P.O. Box 99, Mariposa |
| | State: | California |
| | Zip + 4 Digits (+4 digit is required) | 95338-0099 |
| | U.S. Congressional District: | 4th District |
| | State Assembly District: | District 5 |
| | State Senate District: | District 8 |

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Department of Community Services and Development
CSD 279 (Rev. 4/2022)

| | | |
|---|---|---|
| Place of Performance *(where program funds are primarily spent, if different from agency location above)* | Mailing Address: | 5362 Lemee Lane, Mariposa |
| | State: | California |
| | Zip + 4 Digits (+4 digit is required) | 95338 |
| | U.S. Congressional District: | 4th District |
| | State Assembly District: | District 5 |
| | State Senate District: | District 8 |

| | | | |
|---|---|---|---|
| Agency (Sub-Awardee) Executive Compensation Reporting | Is more than 80% of your agency's annual gross revenue from the Federal government?<br><br>(If YES, continue to the next question. **If NO, you are now finished completing this form.)** | ☐ Yes | ☒ No NO |
| | Does your agency's total annual federal funding exceed $25 million?<br><br>(If YES, continue to the next question. **If NO, you are now finished completing this form.)** | ☐ Yes | ☐ No |
| | Is your agency one of the entities described below?<br><br>▪ A tax-exempt nonprofit entity required to file an annual Form 990 return with the Internal Revenue Service (IRS).<br><br>▪ A publicly owned corporation required to file annual reports with the Securities and Exchange Commission (SEC). | ☐ Yes | ☐ No |
| | (If NO, please list the names and compensation of your agency's top five highest compensated employees in the spaces below. If YES, you are now finished completing this form.) | | |

| | | |
|---|---|---|
| Five Highest Compensated Executives/Employees | Name | |
| | Compensation | |
| | Name | |
| | Compensation | |
| | Name | |
| | Compensation | |
| | Name | |
| | Compensation | |
| | Name | |
| | Compensation | |

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## Description of Information Requested

Place of Performance

Address represents where the prime recipient is performing the majority of work funded. If the award fundsmultiple projects in different locations, then an address such as a city hall or county seat may be the most appropriate if it represent where the majority of funds are being used.

Agency/Sub-Awardee Executive Compensation Reporting

Sub-awardees must report the total compensation and names of the top five executives in the organization if:

a) More than 80% of the annual gross revenues are from the Federal government, and those revenues aregreater than $25 million annually; and

b) Compensation information is not readily available through reporting to the to the IRS on a Form 990 (section6104 of the Internal Revenue Code of 1986), or through reporting to Securities and Exchange Commission (SEC).SEC reporting is required for publicly owned/traded corporations.

Exemptions: Refer to 2 CFR
Part 170 for exemption criteria. http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-part170.pdf

## Additional Resources

| | |
|---|---|
| **Unique Entity ID (UEI Number)** | |
| On April 4, 2022, the D-U-N-S® Number will be removed and the Unique Entity ID (SAM) will be the authoritative identifier. This ID is used within SAM.gov and other government award and financial systems to identify a unique entity. The transition to the Unique Entity ID (SAM) is a federal governmentwide initiative. | https://sam.gov/content/home<br>https://gsa.gov/entityid |
| **Zip Code + 4 Digit Zip** | |
| Use the United States Postal Service website to identify your +4 digit zip | https://tools.usps.com/go/ZipLookupAction!input.action |
| **Congressional District** | |
| Use the following sites to identify your congressional district | |
| U.S. Congressional District | http://www.house.gov/representatives/find/ |
| State Assembly and Senate District | http://findyourrep.legislature.ca.gov/ |
| **Reporting Requirement Regulations** | |
| The Federal Funding Accountability and Transparency Act of 2006 | http://www.gpo.gov/fdsys/pkg/PLAW-109publ282/html/PLAW-109publ282.htm |
| FFATA Subaward Reporting System (FSRS) website | https://www.fsrs.gov/ |

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# Conflict of Interest / Non-Disclosure Statement

## CSD Consultants and Vendors

I certify that I have no personal or financial interest based on present or past employment that is incompatible with my participation in any activity related to the planning or procurement process for the Department of Community Services and Development (CSD). I further certify that neither my spouse nor dependent child(ren) have a personal or financial interest based on present or past employment or activity that is incompatible with my participation in any activity related to the planning, procurement, or project process for CSD. For the duration of my involvement in the project or performance pursuant to a CSD contract, I agree not to accept any gift, benefit, gratuity, or consideration, or begin a personal or financial relationship with any party who is bidding or in association with a bid on the project. I certify that I can give my full, fair, and impartial consideration to this project.

I further certify that I will hold the strictest confidence and will not copy, disclose or give access to any person, who has not signed a copy of the Conflict of Interest/Non-Disclosure Statement, any information or data concerning the planning, design, development, processes, procedures, correspondence, working papers or any other information, in any form, that is made available to, or is accessible by me as part of my participation in the project. I fully understand that any disclosure of project information may be a basis for civil or criminal penalties and/or disciplinary action, including termination of the contract or dismissal.

I understand that if my service ends before the end of the project, I must continue to keep confidential all project information which has been made available to me as part of my duties and participation with the project. I agree to follow any instruction provided by CSD relating to the confidentiality of the project information.

**WHEREAS** the parties hereto desire to engage in discussions related to, and may enter into, one or more business transactions (the “Subject Matter”).

**WHEREAS** it is contemplated that such discussions and any business transactions entered into in connection therewith will require the disclosure by CSD to Contractor of confidential information (as hereinafter defined).

**WHEREAS**, both parties recognize the value of the confidential information and agree it is in their mutual interests to maintain the confidential, proprietary, and secret nature of the confidential information.

**NOW, THEREFORE**, in consideration of the above premises, and in further consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**1. CONFIDENTIAL INFORMATION**

Confidential information shall include, but not be limited to documents, records, information and data (whether in verbal, electronic or written form), drawings, models, apparatus, sketches, designs, schedules, product plans, marketing plans, technical procedures, manufacturing

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processes, analyses, compilations, studies, software, prototypes, samples, formulas, methodologies, formulations, patent applications, know-how, experimental results, specifications and other business information, relating to CSD's business, assets, operations or contracts, furnished to Contractor and/or Contractor's affiliates, employees, officers, owners, agents, consultants or representatives hereinafter referred to collectively as "Contractor", in the course of their work contemplated in this Conflict of Interest/Non-Disclosure Statement, regardless of whether such confidential information has been expressly designated as confidential or proprietary. Confidential information also includes all analyses, compilations, work product, studies and other data or material prepared by or in the possession or control of the Contractor, which contain, include, refer to or otherwise reflect or are generated from any confidential information. Contractor acknowledges that no representation or warranty, express or implied, has been or is made by or on behalf of CSD as to the accuracy or completeness of any of the confidential information furnished to the Contractor.

**2. FORM OF DISCLOSURE**

Confidential information may be written, electronic, oral, or by demonstration, or in some other form not permanently recorded, and shall be considered confidential information regardless of whether such information has been expressly designated as confidential or proprietary.

**3. PERIOD OF CONFIDENTIALITY AND NON-USE**

Contractor shall maintain in strict confidence for a period of five (5) years from the Effective Date of this Conflict of Interest/Non-Disclosure Statement and not disclose any confidential information it receives from CSD to any third party or use the confidential information for its own or any other party's benefit, except in furtherance of its obligations to CSD pursuant to any business transaction it may enter with CSD. Contractor shall use, as a minimum, the same degree of care to avoid disclosure or use of the confidential information as it employs with respect to its own confidential, proprietary, and secret information of like importance, but in any case, using no less than a reasonable degree of care. Contractor shall limit access to all confidential information to only those of Contractor's personnel, agents and representatives who need to know such information for carrying out Contractor's obligations to CSD pursuant to any business transaction with CSD, and the confidential information will be used only for carrying out Contractor's obligations to CSD pursuant to any business transaction it may enter into with CSD. Contractor shall insure those who are given access to the confidential information by or on behalf of Contractor shall be bound by and shall comply with the terms of this Conflict of Interest/Non-Disclosure Statement.

**4. EXCLUSIONS**

Information shall not be deemed confidential information, and Contractor shall have no obligation of confidentiality or restriction against use with respect to any information which:

4.1. was known, in the possession of and documented by Contractor through no wrongful act of Contractor prior to CSD's disclosure of such information to Contractor; or

4.2. is or becomes publicly known through no act or omission of Contractor and/or through no breach of any obligation to CSD; or

4.3. is rightfully received from an independent third party who is not subject to restrictions on the use and disclosure of such information in favor of CSD; or

4.4. is approved for release by written authorization from CSD; provided that, unless notice of said prior knowledge and possession or receipt from a third party is given to CSD within thirty (30) days of receipt of the information from CSD or from a third party, respectively, it shall be conclusively presumed that the said information was not previously in the Contractor's knowledge and possession or received from a third party.

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**5. DISCLOSURES REQUIRED BY LAW**

In the event Contractor is requested or required by a government or court order, or similar process, to disclose any confidential information supplied to it by CSD, Contractor shall provide CSD with prompt notice of such request so that CSD may seek an appropriate protective order and/or waive Contractor's compliance with the provisions of this Conflict of Interest/Non-Disclosure Statement.

**6. INDEMNIFICATION**

Contractor shall reimburse, indemnify and hold harmless CSD and its employees, officers, directors, agents and representatives from any damage, loss, penalty, cost or expense incurred by Contractor as a result of or in connection with the use or disclosure of the confidential information contrary to the terms of this Conflict of Interest/Non-Disclosure Statement by Contractor or any others to whom such confidential information has been disclosed by any such persons or entities which directly or indirectly control, are controlled by, or are in common control with such party to this Conflict of Interest/Non-Disclosure Statement. As used herein, the term "control" shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through of securities, by contract or otherwise).

**7. NO PUBLIC COMMENT**

Contractor shall not directly or indirectly make any public comment, statement, or communication with respect to, or otherwise disclose or permit the disclosure to any third party of any confidential information or of any matter relating to the Subject Matter or purpose or any transactions contemplated by the parties in connection therewith, without the prior written consent of CSD.

**8. NOTICE OF UNAUTHORIZED USE OR DISCLOSURE**

Contractor shall notify CSD immediately upon discovery of any unauthorized use or disclosure of confidential information or any other breach of this Conflict of Interest/Non-Disclosure Statement by Contractor or any third party and will cooperate with CSD in every reasonable way to help CSD regain possession of the confidential information and prevent its further unauthorized use or disclosure.

**9. OWNERSHIP AND RETURN OF CONFIDENTIAL INFORMATION**

All confidential information disclosed to Contractor shall remain the exclusive property of CSD. Within ten (10) days after CSD's written request, or upon expiration of this Conflict of Interest/Non-Disclosure Statement, Contractor shall promptly return all confidential information (including all originals, copies, reproductions, and summaries of such confidential information), or destroy the confidential information (including all originals, copies, reproductions, and summaries of such confidential information).

**10. NO LICENSE**

Nothing contained in this Conflict of Interest/Non-Disclosure Statement shall be construed as granting or conferring to Contractor any rights or license or otherwise, either expressly or by implication to any confidential information disclosed by CSD to Contractor as a result of this Conflict of Interest/Non-Disclosure Statement, including, without limitation, rights or license under any present or future patent, patent application, copyright, trademark, service mark, trade secret or other proprietary information owned, licensed or controlled by CSD.

**11. SURVIVAL**

Contractor's obligations of confidentiality and non-disclosure pursuant to the terms of this Conflict of Interest/Non-Disclosure Statement shall survive until all confidential information has been returned to CSD or destroyed and the destruction thereof has been certified to CSD in writing.

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**12. RELATIONSHIP**
This Conflict of Interest/Non-Disclosure Statement shall not be construed as a joint venture, pooling arrangement, partnership, teaming effort or agency arrangement. The Contractor, unless otherwise stated in a separate Conflict of Interest/Non-Disclosure Statement, shall have no ownership interest whatsoever in the confidential information being handed over to them.

**13. NO WAIVER**
Neither party waives any rights in invention or development lawfully possessed by it at the time of signing this Conflict of Interest/Non-Disclosure Statement. In addition, this Conflict of Interest/Non-Disclosure Statement does not imply any waiver of any rights or action under the patent, trademark, copyright, trade secret, unfair competition, fair trade, or related laws. Failure to enforce any provision of this Conflict of Interest/Non-Disclosure Statement shall not constitute a waiver of that provision, or any other provision hereof.

**14. BINDING CONFLICT OF INTEREST/NON-DISCLOSURE STATEMENT**
This Conflict of Interest/Non-Disclosure Statement shall be binding upon Contractor and its subsidiaries, successors, assigns, legal representatives, and all corporations controlling Contractor or controlled by Contractor and shall inure to the benefit of CSD and its subsidiaries, successors, legal representatives, and all agencies controlling CSD or controlled by CSD.

**15. INJUNCTIVE RELIEF**
Contractor understands and agrees that any use or dissemination of confidential information in violation of this Conflict of Interest/Non-Disclosure Statement will cause CSD irreparable harm, and that monetary damages may not be a sufficient remedy for unauthorized use or disclosure of confidential information, and that CSD may be left with no adequate remedy at law; therefore, CSD shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction. Such remedies shall not be deemed to be the exclusive remedy for any breach of this Conflict of Interest/Non-Disclosure Statement but shall be in addition to all other remedies available at law or in equity.

**16. GOVERNING LAW**
This Conflict of Interest/Non-Disclosure Statement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflict or choice of laws, and Contractor consents to venue and jurisdiction in and by the state and federal courts in the jurisdiction of the CSD.

**17. ASSIGNMENT**
This Conflict of Interest/Non-Disclosure Statement may not be assigned by Contractor without the prior written consent of CSD.

**18. ENTIRE CONFLICT OF INTEREST/NON-DISCLOSURE STATEMENT**
This Conflict of Interest/Non-Disclosure Statement contains the entire understanding between the parties relative to the protection of confidential information and supersedes all prior and collateral communications, reports, and understanding between the parties in respect thereto. No change, modification, alteration, or addition to any provision shall be binding unless it is in writing and signed by an authorized representative of both parties.

**19. SEVERABILITY**
If a court of competent jurisdiction makes a final determination that any provision of this Conflict of Interest/Non-Disclosure Statement (or any portion thereof) is invalid, illegal or unenforceable for any reason whatsoever, and all rights to appeal the determination have been exhausted or the period of time during which any appeal of the determination may be perfected has been exhausted, (I) the validity, legality, and enforceability of the remaining provisions of this Conflict of Interest/Non-Disclosure Statement shall not in any way be affected or impaired thereby; and

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(ii) to the fullest extent possible, the provisions of this Conflict of Interest/Non-Disclosure Statement shall be construed so as to give effect to the intent manifested by the provisions held invalid, illegal or unenforceable.

**20. HEADINGS**
The headings in this Conflict of Interest/Non-Disclosure Statement are for reference purposes only and shall not limit or otherwise affect the meaning of the provisions.

**21. COUNTERPARTS**
This Conflict of Interest/Non-Disclosure Statement may be executed in one or more counterparts including signing a facsimile copy. Each counterpart shall be deemed an original and all counterparts together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized representatives to execute this Conflict of Interest/Non-Disclosure Statement as of the dates written below. The Contractor has read and understands the Conflict of Interest/Non-Disclosure Statement and by signing below, agrees to comply with all the provisions contained therein.

| | |
|---|---|
| _____ | _____ |
| CSD Representative Name | Contractor Representative Name |
| _____ | _____ |
| Title | Title |
| _____ | _____ |
| CSD Signature | Contractor Signature |
| _____ | _____ |
| Date | Date |

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# Local Service Provider Security Addendum

## Addendum B

Whereas the Local Service Provider (LSP) desires to enter into this Security Addendum to the Contract Agreement with the Department of Community Services and Development (CSD); now, therefore, for consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The following shall be inserted as Addendum A of the Contract Agreement. Protection of personal data where the LSP processes personal data on behalf of CSD in connection with the performance of this Contract Agreement, it shall:
    a. process such personal data in accordance with all applicable state and federal and regulations and CSD information security policies, only for purposes reasonably necessary for the performance of its obligations under this Contract Agreement and in accordance with the documented written instructions of CSD.
    b. treat such personal data as confidential information of CSD.
    c. where such personal data is collected by the LSP, not transfer such personal data to any location outside the LSP (except to CSD).
    d. considering the state of the art, the costs of implementation and the nature, scope, context, and purposes of the data processing as well as the likelihood and severity of any risk, implement appropriate technical and organizational measures to protect such personal and confidential data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure, or access. Without limitation to the foregoing, such measures shall comply with prevailing industry standards but in no case consist of less than reasonable care.
    e. co-operate fully with CSD to enable it to adequately discharge its responsibility under applicable laws (including assisting with data subject access or erasure requests).
    f. immediately notify CSD of any actual or suspected data breach and provide all available information.
    g. not allow any third party to process such personal data on its behalf except with CSD's prior written consent.
    h. delete or (at CSD's choice) deliver to CSD all records of such personal data upon termination of this Agreement or (if earlier) upon the data no longer being required for the purposes referred to in subsection (a) above.
    i. CSD shall have the right, on reasonable notice, to review, inspect and/or audit the LSP's information security program, technical environment and business continuity arrangements and its compliance with the other state and federal requirements.
    j. General Security Controls

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i. Information Security Training - LSP shall instruct all employees, agents, and subcontractors with access to the CSD Confidential, Sensitive and Personal (CSP) regarding:
    1. The confidential nature of the information;
    2. The civil and criminal sanctions against unauthorized access, use, or disclosure found in the California Civil Code Section 1798.55, Penal Code Section 502 and other state and federal laws;
    3. CSD procedures for reporting actual or suspected information security incidents - Information Security Incidents and/or Breaches; and
    4. That unauthorized access, use, or disclosure of CSD CSP is grounds for immediate termination of this Agreement with CSD and the LSP and may be subject to penalties, both civil and criminal.

ii. Workstation/Laptop Encryption. All LSP-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CSD CSP must be encrypted using a FIPS 140-2 certified algorithm which is 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the CSD Information Security Office.

iii. Data Encryption. Any CSD CSP shall be encrypted at rest when stored on network file shares or document repositories.

iv. Servers containing unencrypted CSD CSP must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

v. Minimum Necessary. Only the minimum necessary amount of the CSD CSP required to perform necessary business functions may be copied, downloaded, or exported.

vi. Removable Media Devices**.** All electronic files that contain the CSD CSP must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart phone, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128 bit or higher, such as AES.

vii. Antivirus Software. All LSP-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CSD CSP must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

viii. Security Patch Management. To correct known security vulnerabilities, LSP shall install security patches and updates in a timely manner on all LSP-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CSD CSP as appropriate based on LSP's risk assessment of such security patches and updates, the technical requirements of LSP's systems, and the

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vendor's written recommendations. If patches and updates cannot be applied in a timely manner due to hardware or software constraints, mitigating controls will be implemented based upon the results of a risk assessment.

ix. User IDs and Password Controls. All users must be issued a unique username for accessing CSD CSP. LSP's password policy must be based on information security best practices for password length, complexity, and reuse.

x. Data Destruction. Upon termination of the Agreement, all CSD CSP not returned to CSD must be sanitized in accordance with NIST Special Publication 800-88, Guidelines for Media Sanitization.

k. System Security Controls

i. System Timeout. The system providing access to the CSD CSP must provide an automatic timeout, requiring re-authentication of the user session after no more than thirty (30) minutes of inactivity for applications, and fifteen (15) minutes of inactivity for desktops and laptops.

ii. Warning Banners. All systems (servers, desktops, laptops, etc.) containing CSD CSP must display a warning banner at login stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

iii. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CSD CSP, or which alters CSD CSP. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If CSD CSP is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least one (1) year after occurrence.

iv. Access Controls**.** The system must use role-based access controls for all user authentications, enforcing the principle of least privilege.

v. Transmission Encryption. All data transmissions of CSD CSP by LSP outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end-to-end at the network level, or the data files containing CSD CSP can be encrypted. This requirement pertains to any type of CSD CSP in motion such as website access, file transfer, and email.

vi. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting CSD CSP that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

l. Audit Controls

i. System Security Review. All systems processing and/or storing CSD CSP must have at least an annual system risk assessment/security

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review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.

ii. Log Reviews. All systems processing and/or storing CSD CSP must have a routine procedure in place to review system logs for unauthorized access.

iii. Change Control. All systems processing and/or storing CSD CSP must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity, and availability of data.

2.

a. LSP's shall delete all CSD's information within its custody or control, including, but not limited to, completed project data, email addresses and all other personal data processed on behalf of CSD upon the earliest of:

i. termination of this Contract Agreement.

ii. written request by CSD.

iii. the personal data is no longer being required for the performance of the Services.

3. This Information Security Addendum is governed by the Agreement. The terms of this Addendum supersede provisions in the Agreement only to the extent that the terms of this Addendum and the Agreement expressly conflict. However, nothing in this Addendum should be interpreted as invalidating the Agreement, and provisions of the Agreement will continue to govern relations between the Parties insofar as they do not expressly conflict with this Addendum A. This Addendum may be executed in counterparts and by facsimile, each of which shall be deemed an original and both of which shall constitute one and the same document.

4. IN WITNESS WHEREOF, the Parties have executed this Addendum (as of date first written).

Information owned by the California Department of Community Services and Development (CSD) including but not limited to information systems, files and data, laptops and tablets, smartphones, and removable storage devices are strategic assets intended for official business use and are entrusted to state personnel in the performance of their job-related duties.

Inappropriate use of CSD information and assets could negatively affect the confidentiality, integrity, or availability of the data, information systems, or other information assets of CSD or the State of California. Consequently, it is important for all CSD employees and affiliates to access and utilize information assets in a responsible, ethical, and legal manner that safeguards the data and information. Additionally, the appropriate use of information assets benefits the State and CSD by strengthening the

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protection of its personnel and business partners from illegal or potentially damaging activities.

The scope of this policy extends to all information and assets owned or operated by the CSD and to all employees or affiliates authorized to use these assets.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



# SUBVENTION CONTRACT

## Contents

**PREAMBLE 1**

**ARTICLE 1 -SCOPE OF WORK ..... 1**

1.1 General ..... 1

1.2 Service Area ..... 1

1.3 Term and Amount of Contract ..... 2

1.4 Service Area Expenditure Requirements ..... 2

1.5 Program Authorities – Requirements, Standards and Guidance ..... 2

1.6 Duplication of Services ..... 5

**ARTICLE 2 -CONTRACT ADMINISTRATION AND PROCEDURE ..... 6**

2.1 State Contracting Requirements – "General Terms and Conditions, GTC 04/2017" ..... 6

2.2 Contractor's Option of Termination ..... 6

2.3 Budget Contingencies ..... 6

2.4 Miscellaneous Provisions ..... 8

**ARTICLE 3 -CONTRACT CHANGES ..... 9**

3.1 Amendment ..... 9

3.2 Minor Modifications ..... 9

**ARTICLE 4 -ADMINISTRATIVE POLICIES AND PROCEDURES ..... 10**

4.1 Board Roster, By Laws, Resolution, and Minutes ..... 10

4.2 Internal Controls Requirements ..... 10

4.3 Record Retention Requirements ..... 11

4.4 Insurance and Fidelity Bond ..... 11

4.5 System Security Requirements ..... 14

4.6 Travel and per diem ..... 16

4.7 Conflict of Interest ..... 17

4.8 Procurement Standards ..... 18

4.9 Use and Disposition of Vehicles and Equipment ..... 20

4.10 Subcontracts ..... 20

4.11 Complaint Management Policies and Procedures ..... 22

4.12 Fair Hearing Process for Applications for Denial of Benefits by Contractor ..... 22

4.13 Fraud, Waste, and Abuse ..... 23

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



**ARTICLE 5 -ADMINISTRATIVE AND PROGRAM EXPENDITURES REQUIREMENTS ..... 24**
5.1 Budget Guidelines ..... 24
5.2 Utility Assistance Expenditure Requirements ..... 25
5.3 Working Capital Advance and Major Purchase Advances ..... 26
5.4 Program Income ..... 28
5.5 Wood, Propane and Oil Returned Payments ..... 29
5.6 Allowable Costs ..... 30
5.7 Service Area Expenditures Requirements ..... 36
5.8 Reimbursement Guidelines ..... 38
**ARTICLE 6 -REPORTING POLICIES AND PROCEDURES ..... 50**
6.1 Reporting Requirements ..... 50
**ARTICLE 7 -PROGRAM POLICIES AND PROCEDURES ..... 54**
7.1 LIHEAP Agency Local Plan ..... 54
7.2 Program Standards and Regulatory Requirements ..... 54
7.3 Prioritization of Services ..... 56
7.4 Service Priority Guidelines ..... 57
7.5 Outreach and Intake Activity Guidelines ..... 57
7.6 Assurance 16 Activity Guidelines ..... 59
7.7 Leveraging Activities ..... 61
7.8 Record-Keeping Responsibilities ..... 62
**ARTICLE 8 -PROGRAM IMPLEMENTATION ..... 69**
8.1 HEAP/WPO Activity Guidelines ..... 69
8.2 Weatherization Activity Guidelines ..... 70
8.3 Energy Crisis Intervention Program (ECIP) Services Activity Guidelines ..... 82
8.4 ECIP Fast Track and HEAP Electric and Gas Pledge Guidelines ..... 88
8.5 SWEATS Activity Guidelines ..... 88
8.6 Quality Assurance ..... 89
**ARTICLE 9 -TRAINING, LICENSING AND CERTIFICATIONS ..... 94**
9.1 Training Requirements ..... 94
9.2 Contractor Licensing ..... 97
9.3 Special Licensing - Weatherization ..... 97
9.4 Environmental Protection Agency (EPA) Certifications ..... 98
9.5 Mandatory Training ..... 98
**ARTICLE 10 - COMPLIANCE POLICIES AND PROCEDURES ..... 99**

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



10.1 Right to Monitor, Audit, and Investigate ..... 99
10.2 Auditing Standards and Reports ..... 99
10.3 Compliance Monitoring ..... 102
10.4 Enforcement Process - Noncompliance with Requirement of this Contract ..... 105
10.5 Service Delivery and Expenditure Requirements ..... 111
**ARTICLE 11 - FEDERAL AND STATE POLICY PROVISIONS ..... 114**
11.1 Certifications ..... 114
11.2 Provisions for Federally Funded Grants ..... 115
11.3 Federal Certifications Regarding Debarment, Suspension, and Related Matters 116
11.4 Affirmative Action Compliance ..... 118
11.5 Nondiscrimination Compliance ..... 118
11.6 Contractor Fair Hearing - Civil Rights Act Violation ..... 118
11.7 Specific Assurances ..... 119
**ARTICLE 12 - GENERAL TERMS AND CONDITIONS GTC 04/2017 ..... 121**
**ARTICLE 13 - DEFINITIONS ..... 122**
**ARTICLE 14 - TABLE OF FORMS AND DOCUMENTS INCORPORATED BY REFERENCE ..... 132**
14.1 Forms to be returned with signed contract: ..... 132
14.2 The following documents are hereby incorporated by this reference: ..... 132
14.3 The following CPA's and CPN's are hereby incorporated by reference: ..... 132

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



# SUBVENTION CONTRACT

## PREAMBLE

This subvention contract, for the implementation of the Low-Income Home Energy Assistance Program (LIHEAP) in program year 2023 ("Contract"), is entered into between the Department of Community Services and Development ("CSD" or "Department") and the contractor named on Form STD. 213, the face sheet of this document ("Contractor") and shall be enforceable on the date last signed.

NOW THEREFORE, in consideration of the promises and of the mutual agreements and covenants hereinafter set forth, CSD and Contractor hereby agree as follows:

## ARTICLE 1 - SCOPE OF WORK

### 1.1 General

1.1.1 Contractor shall provide Weatherization (WX) assistance, Home Energy Assistance Program (HEAP) assistance, and Energy Crisis Intervention Program (ECIP) assistance to eligible participants residing in the service area described in Section 1.2, pursuant to all applicable federal and state statutes and regulations, including the Low-Income Home Energy Assistance Act of 1981 (42 USC §§ 8621 et seq., as amended) (the Act) and California Government Code Section 16367.5 et seq., as amended. Contractor shall provide crisis services and activities to the low-income community within its service area through at least March 15, 2023. Contractor shall administer LIHEAP services to eligible low-income households in accordance with both need and the Contractor's service delivery plan approved by CSD. Contractor shall ensure that the highest level of assistance will be furnished to those households which have the lowest incomes and the highest energy costs or needs in relation to income, and that the services and activities funded by this Contract shall also meet all other assurances specified in Section 8624 of the Act.

1.1.2 The LIHEAP Catalog of Federal Domestic Assistance number is 93.568. The award is fully funded through the United States Department of Health and Human Services (HHS).

### 1.2 Service Area

1.2.1 The services shall be performed in the Service Territory comprised of the following service area(s):

The 2023 LIHEAP Contract Numbers, Contractors, and Service Territories listing may be accessed at under the Supporting Documents section at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx.

1.2.2 Contractors that provide services in Los Angeles and San Diego counties shall refer to the ZIP Codes listing located at under the Supporting Documents section

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx to determine the zip codes for their respective area.

### 1.3 Term and Amount of Contract

1.3.1 The term of this Contract shall be for the period represented on the face sheet (Form STD 213). Contractor shall perform all work under this contract prior to, or up to December 31, 2023, in accordance with Article 10.5 section 10.5.2, regardless of the contract term end date.

1.3.2 The contract amount as represented on Form STD. 213 consists of Contractor's total allocation to include the "Direct Services" and "Utility Assistance" portions attributable to Contractor's service area(s).

1.3.3 Direct Services and Utility Assistance funding, as defined in Article 13, Definitions, that are allocated to Contractor, shall be expended, reported and accounted for in accordance with the provisions of this Contract.

### 1.4 Service Area Expenditure Requirements

Contractor shall be subject to special expenditure requirements as provided in Article 5, Section 5.7 of the Contract, if any of the following pertain:

1.4.1 This Contract involves funding for LIHEAP services provided by Contractor in multiple counties or service areas; or

1.4.2 Contractor has additional contracts with CSD for the provision of LIHEAP or United States Department of Energy, Weatherization Assistance Program (DOE WAP) services in counties or service areas other than the county or service area to which this Contract applies.

### 1.5 Program Authorities – Requirements, Standards and Guidance

1.5.1 All services and activities are to be provided in accordance with applicable federal, state, and local laws and regulations, which may be amended from time to time, including but not limited to, the following:

1.5.1.1 The Low-Income Home Energy Assistance Act of 1981 (42 USC §§ 8621 et seq.), and the Low-Income Home Energy Assistance Program regulations (45 CFR Part 96, Subpart H);

1.5.1.2 The California Government Code (Cal. Gov. Code) §§ 16367.5 et seq., as amended, and Low-Income Home Energy Assistance Program Regulations (Title 22 of the California Code of Regulations (CCR) §§ 100800 et seq.); and

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



1.5.1.3 The Single Audit Act (31 USC §§ 7501 et seq.), and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

1.5.2 *Conflict of Laws.* Contractor shall comply with all of the requirements, standards, and guidelines contained in the authorities listed below, as they may be amended from time to time, regarding procurement, administrative, and other costs claimed under this Contract, including those costs incurred pursuant to subcontracts executed by Contractor, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the requirements, standards, or guidelines in this Contract directly conflict with any State law or regulation at Government Code §§16367.5 et seq. or 22 CCR §§100800 et seq., or any provision of this Contract, then federal law or regulation or provision shall take precedence, and then state law; unless, under specified circumstances, a provision of federal law applicable to block grants, such as 45 CFR § 96.30, allows for the application of state law.

1.5.2.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75); and

1.5.2.2 Contractor further agrees to abide by all requirements in California Contractor Certification Clauses 04/2017 (CCC-04/2017).

1.5.3 CSD shall provide Contractor with specific program guidance which shall be binding on the Contractor as a condition of the Contractor's participation in LIHEAP, and as a condition of receipt of funds under the program, PROVIDED:

1.5.3.1 That such guidance shall be issued by CSD in writing in the form of "CSD Program Notice (CPN) No. XX-XX" posted at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx;

1.5.3.2 That such guidance shall be issued by CSD in writing in the form of "CSD Program Advisory (CPA) No. XX-XX posted at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx;

1.5.3.3 That such guidance shall be issued by CSD in the most timely and expeditious manner practicable;

1.5.3.4 That such guidance shall be reasonably necessary to realize the purposes of LIHEAP;

1.5.3.5 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

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either the Contractor or CSD shall be subject to an amendment to this Contract;

1.5.3.6 Contractor shall notify CSD within 10 business days of issuance of a CPN or CPA, if Contractor is unable to fulfill its obligations under the new guidance;

1.5.3.7 That the parties' failure to execute a mutually acceptable amendment or CPN or CPA, as contemplated in subsection 1.5.3.5 and 1.5.3.6, in a reasonable period of time, shall result in this Contract being without force and effect subject only to such provisions contained herein as are intended to survive the Contract in accordance with the express and implied provisions of applicable federal and state law; and

1.5.3.8 That upon CSD's good faith determination, delivered to the Contractor by written notice that this Contract between the parties to any necessary amendment CPN, or CPA as contemplated in subsection 1.5.3.5 and 1.5.3.6 cannot be achieved, then this Contract shall be "closed out" and the funds disposed in accordance with established CSD procedure and policy and as required under federal and state law.

1.5.4 The federal and state laws, regulations and other authorities referenced in this Section are hereby incorporated by reference into this Contract. Copies may be accessed for reference at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

1.5.5 Contract Elements Integral to Contract and Enforceability Conditions

1.5.5.1 Contractor shall provide the following documents, satisfactory to CSD in form and substance, together with an executed copy of this Contract before CSD executes and returns the Contract to Contractor for implementation:

1.5.5.1.1 Federal Funding Accountability and Transparency Act Report (CSD 279);

1.5.5.1.2 Certification Regarding Lobbying/Disclosure of Lobbying Activities;

1.5.5.1.3 Contractor Certification Clauses (CCC-04/2017);

1.5.5.1.4 Current Insurance or Self-Insurance Authority Certification;

1.5.5.1.5 Board Resolution authorizing execution of this Contract;

1.5.5.1.6 Agency Local Plan (referenced in Article 7.1);

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1.5.5.1.7 LIHEAP Production Plan (CSD 622) (referenced in Article 5.7); and

1.5.5.1.8 Agency Staff and Board Roster (CSD 188).

1.5.5.2 The Agency Local Plan and forms must be completed by Contractor before CSD will execute the Contract and Contractor is authorized to commence work. CSD may execute this Contract pending its review and final approval of Contractor's submission, provided Contractor acts in good faith to rectify any outstanding issues associated with the documents submitted pursuant to Section 1.5.5.1. All documents submitted pursuant to Section 1.5.5.1 shall become part of this Contract.

1.5.6 Contractor's signature shall constitute a certification that to the best of Contractor's ability and knowledge it will, unless exempted, comply with the provisions set forth in Article 11, Section 11.1, "Certifications" of this Contract.

## 1.6 Duplication of Services

Dwellings that have received Low Income Weatherization Program (LIWP) funded energy efficiency measures do not qualify for additional energy efficiency measures under this Contract, except for the following:

1.6.1 Assessment and installation of Health and Safety measures not installed through LIWP;

1.6.2 Reweatherization in accordance with LIHEAP requirements;

1.6.3 Call-backs in accordance with LIHEAP requirements; or

1.6.4 Emergency Heating and Cooling Services in accordance with the LIHEAP requirements.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



## ARTICLE 2 - CONTRACT ADMINISTRATION AND PROCEDURE

### 2.1 State Contracting Requirements – "General Terms and Conditions, GTC 04/2017"

In accordance with State contracting requirements, specified contracting terms and conditions are made a part of this Contract. The provisions in their entirety are found in Article 12 of this Contract and are fully binding on the parties in accordance with state law.

### 2.2 Contractor's Option of Termination

2.2.1 Notwithstanding the provisions of Section 1.5.3, Contractor may, at Contractor's sole option, elect to terminate this Contract rather than adhere to the procedures set out in Section 1.5.3, should Contractor determine that any subsequent program guidance or proposed amendment to the Contract is unjustifiably onerous or otherwise counter to Contractor's legitimate business interests and ability to implement the Contract in an effective and reasonable manner, PROVIDED:

2.2.1.1 The notice of termination is in writing, delivered by U.S. Certified Mail, Return Receipt Requested, and will be effective 30 calendar days after receipt by CSD; and

2.2.1.2 The notice contains a statement of the reasons for termination with reference to the specific provision(s) in the program guidance or proposed amendment in question.

2.2.2 Contractor shall be entitled to reimbursement for all allowable costs incurred prior to termination of the contract. Such reimbursement shall be in accordance with the program guidance and contract provisions in effect at the time the cost was incurred.

2.2.3 Contractor shall, within 60 calendar days of termination, close-out the contract in accordance with contractual close-out procedures.

2.2.4 CSD may at its option procure a temporary replacement provider, and may at its option, designate a permanent replacement provider for Contractor's service area in accordance with federal and state law.

### 2.3 Budget Contingencies

2.3.1 Federal Budget Contingency

2.3.1.1 Because of uncertainty in the federal budget process, this Contract may be executed before the availability and amounts of federal funding can be ascertained, in order to minimize delays in the provision of services and the distribution of funds. The obligations of the parties under this Contract

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are expressly contingent on adequate funding being made available to CSD by the United States government.

2.3.1.2 If federal funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, CSD shall at its sole discretion have the option either to terminate this Contract upon written notice to Contractor or, in the alternative, to offer an amendment addressing the reduced funding. If the parties fail to reach an agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract close-out obligations and final settlement.

2.3.1.3 If federal funding authorities condition funding on any obligations, restrictions, limitations, or conditions not in existence when this Contract was executed, this Contract shall be amended by mutual agreement for compliance with such obligations, restrictions, limitations or conditions. Failure of the parties to reach an agreement on such amendment shall render this Contract without force and effect.

2.3.1.4 Subject to the provisions of subsection 2.3.1.2, CSD shall authorize expenditures of funds under this Contract based on any Continuing Resolution appropriations that are adequate for the purpose. CSD shall notify the Contractor in writing of authorized interval funding levels.

2.3.2 State Budget Contingency

2.3.2.1 If funds are not appropriated for implementation of LIHEAP through the State budget process or otherwise, whether in the current year and/or any subsequent year covered by this Contract, this Contract shall be of no further force and effect. Upon written notice to Contractor by CSD that no funds are available for contract implementation, the Contract shall be terminated, and CSD shall have no obligation to pay Contractor or to furnish other consideration under this Contract and Contractor shall not be obligated for performance.

2.3.2.2 If program funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, CSD shall at its sole discretion have the option either to terminate this Contract upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach an agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract close-out obligations and final settlement.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



## 2.4 Miscellaneous Provisions

2.4.1 Assignment. Neither this Contract nor any of the rights, interests, or obligations under this Contract shall be assigned by any party without the prior written consent of the other parties, except in the case where responsibility for program implementation and oversight may be transferred by CSD to another State agency. In the event of such transfer, this Contract is binding on the agency to which the program is assigned.

2.4.2 Merger/Entire Contract. This Contract (including the attachments, documents and instruments referred to in this Contract) constitutes the entire Contract and understanding of the parties with respect to the subject matter of this Contract and supersedes all prior understandings and contracts, whether written or oral, among the parties with respect to such subject matter.

2.4.3 Severability. If any provision of this Contract is found to be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Contract will not be in any way impaired and shall remain in full force and effect.

2.4.4 Notices. Unless otherwise provided herein, notice given by the parties shall be in writing, delivered personally, by United States mail, or by overnight delivery service (with confirmation). Certain reporting and other communications may be delivered electronically as specified by CSD or as is customary between the parties. Notice shall be delivered as follows:

2.4.4.1 To Contractor’s address of record; and

2.4.4.2 To CSD at:
Department of Community Services and Development
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



# ADMINISTRATIVE REQUIREMENTS

## ARTICLE 3 - CONTRACT CHANGES

### 3.1 Amendment

3.1.1 Changes to this Contract shall be made by formal amendment with exceptions specified in Article 1 subsection 1.5.3 and in Section 3.2, below.

3.1.2 Contractor shall notify CSD in writing when any proposed amendment or change will significantly impact Contractor's Program Budget and/or Operations. CSD will afford Contractor a reasonable opportunity and sufficient time in which to phase-in the mandated change.

### 3.2 Minor Modifications

3.2.1 Contractor may request modifications to make minor adjustments during the contract term. Minor Modifications shall not affect the Maximum Amount payable under this Contract.

3.2.2 Minor Modifications shall not alter the maximum limits established for specific budget line items, e.g., administrative costs, Assurance 16, intake, outreach, and training and technical assistance costs, except as otherwise provided herein.

3.2.3 Allowable modifications to this Contract include the minor budget modifications and expenditure requirements, specified in Article 5.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



## ARTICLE 4 - ADMINISTRATIVE POLICIES AND PROCEDURES

### 4.1 Board Roster, By Laws, Resolution, and Minutes

4.1.1 Contractor shall submit to CSD an Agency Staff and Board Roster form (CSD 188) listing the current Agency Staff and roster of members of its governing board, including contact information for each board member at a location other than the Contractor's offices, and the most recent version of the organizational bylaws. Contractor is responsible to notify CSD of any changes to the Executive Director, Program Manager, Chief Financial Officer and board roster within 30 calendar days of such occurrence.

4.1.2 Contractor's governing board must authorize the execution of this Contract. Contractor has the option of demonstrating such authority by the signature of a Board member, affixed to the signature page of this Contract, or by any lawful delegation of such authority that is consistent with Contractor's bylaws.

4.1.3 Where Contractor elects to delegate the signing authority to the chief executive officer or designated officials, CSD will accept either a resolution specific to this Contract or a resolution passed by the governing board that applies to any contract entered into by Contractor. Where Contractor provides a general resolution, Contractor shall maintain documentation that the chief executive officer provided timely and effective communication of the execution and terms of this Contract to the Board. Either a specific or current general resolution must be on file with CSD before execution of this Contract by CSD.

4.1.4 If the Contractor's board is both tripartite and advisory to the elected members governing a local government, the Contractor shall submit to CSD the approved minutes from any meeting of the elected officials where matters relating to this Contract are heard, including but not limited to discussions about or decisions affecting LIHEAP. Such minutes shall be submitted to CSD no later than 30 calendar days after the related meeting.

### 4.2 Internal Controls Requirements

Contractor shall ensure the establishment and maintenance of a system of internal accounting and administrative control. This responsibility includes documenting the system, communicating system requirements to employees, and assuring that the system is functioning as prescribed and is modified, as appropriate, for changes in conditions. The system of internal accounting and administrative control shall be attested to within the Contractor's independent audit conducted pursuant to this Contract and shall include:

4.2.1 Segregation of duties appropriate to safeguard state assets;

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



4.2.2 Limited access to agency assets to authorized personnel who require these assets in the performance of their assigned duties;

4.2.3 Authorization and recordkeeping procedures adequate to provide effective accounting controls over assets, liabilities, revenues, and expenditures;

4.2.4 Established practices to be followed in the performance of duties and functions;

4.2.5 Personnel of a quality commensurate with their responsibilities; and

4.2.6 Effective internal reviews.

## 4.3 Record Retention Requirements

4.3.1 All records maintained by Contractor shall meet the requirements contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

4.3.2 Contractor shall maintain all records pertaining to this Contract for a minimum period of three years after submission of the final report or until resolution of all related audit or monitoring findings, enforcement actions, including cost disallowance, legal proceedings or other pending matters, whichever is later.

4.3.3 Contractor shall retain and secure all employee and client/applicant records and information in compliance with the Federal Privacy Act of 1974, as amended (5 USC § 552a) and Information Practices Act of 1977, as amended (Civ. Code §§ 1798 et seq.).

4.3.4 To the extent Contractor maintains records in an electronic format, Contractor shall ensure that all records are "backed-up" or copied, utilizing appropriate, secure technology and operational procedures in order to avoid unauthorized access, permanent loss or destruction, occasioned by theft, accident, willful acts or negligence, or by fire, flood, earthquake or other natural disaster.

## 4.4 Insurance and Fidelity Bond

4.4.1 General Requirements

4.4.1.1 Contractor agrees that the required insurance policies and bonds, specified below, shall be in effect at all times during the term of this Contract.

4.4.1.2 Contractor shall provide CSD with written notice at least 30 calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Contract and, prior to any lapse or reduction in coverage, provide CSD with documentation, as specified in subsection

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



4.4.1.3, showing substitute coverage has been obtained or alternative measures have been taken to ensure compliance with the requirements of this Contract.

4.4.1.3 In the event insurance coverage expires during the term of this Contract Contractor agrees to provide within 30 calendar days of the expiration date, a new Certificate of Insurance (ACORD 25) for not less than the remainder of the term of this Contract. The new Certificate of Insurance (ACORD 25) shall evidence no lapse in coverage. The Certificate of Insurance (ACORD 25) shall identify and name CSD as the Certificate Holder.

4.4.1.4 New Certificates of Insurance are subject to review for content and form by CSD.

4.4.1.5 In the event Contractor fails to keep in effect at all times the specified insurance and bond coverage as herein provided, CSD may, in addition to any other remedies it may have, suspend this Contract.

4.4.1.6 With the exception of workers' compensation and fidelity bond, CSD shall be named as an additional insured on all certificates of insurance required under this Contract.

4.4.1.7 The issuance of other CSD contracts, as well as reimbursement payments, to the Contractor may be suspended until evidence of the required current insurance coverage has been submitted to CSD.

4.4.1.8 Should Contractor utilize a subcontractor(s) to provide services under this Contract, Contractor shall indemnify and hold CSD harmless against any liability incurred by that subcontractor(s).

4.4.2 Self-Insurance

4.4.2.1 When Contractor is a self-insured governmental entity, CSD, upon receipt of satisfactory proof of the entity's self-insurance authority, may waive the insurance requirements. A duly authorized county or city risk manager shall provide signed certification of the governmental entity's ability to cover any potential losses under this Contract.

4.4.2.2 Governmental contractors shall specify in writing a list of which coverage(s) will be self-insured under this Contract and shall list all applicable policy numbers, expiration dates, and coverage amounts for coverage which is not self-insured.

4.4.2.3 If a governmental contractor's self-insurance coverage does not contain

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



any changes from the prior year, CSD will accept a certified letter signed by authorized personnel, stating that no changes have occurred from the previous year. This letter is due at the time of contract execution or within 30 calendar days of coverage.

4.4.3 Workers' Compensation Insurance

4.4.3.1 During the term of this Contract Contractor shall maintain legally sufficient workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.

4.4.3.2 Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD either a Certificate of Insurance (ACORD 25) or a Certificate of Consent to Self-Insure, issued by the Director of the Department of Industrial Relations, as evidence of compliance with the workers' compensation insurance requirement.

4.4.4 Commercial or Government Crime Coverage (Fidelity Bond)

4.4.4.1 Contractor shall maintain commercial crime coverage. If Contractor is a public entity that elects to self-insure, Contractor shall make provision for adequate coverage to insure against crime risks. The commercial crime policy or government crime self-insurance coverage (hereinafter "fidelity bond") shall include the following coverage or the substantial equivalent: Employee Dishonesty/Theft, Forgery or Alteration, and Computer Fraud.

4.4.4.2 Contractor's fidelity bond coverage limits shall not be less than a minimum amount of 4% of the total contract amount, excluding Utility Services, as set forth under this Contract.

4.4.4.3 Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD an applicable Certificate of Insurance (ACORD 25) as evidence of compliance with the fidelity bond requirement.

4.4.5 General Liability Insurance

4.4.5.1 Contractor shall maintain for the term of this Contract general liability and property damage insurance for a combined single limit of not less than $500,000 per occurrence.

4.4.5.2 Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD an applicable Certificate of Insurance (ACORD 25), designating CSD as an additional insured as evidence of

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



compliance with general liability insurance requirements.

4.4.6 Vehicle Insurance

4.4.6.1 Contractor shall maintain for the term of this Contract vehicle insurance in the amount of $500,000 for each person and each accident for bodily injury and in the amount of $500,000 for each person and each accident for property damage.

4.4.6.2 When employees use their own vehicles to perform duties within the scope of their employment, Contractor shall have and maintain for the term of this Contract non-owned and hired-auto liability insurance in the amount of $500,000 for each person and each accident for bodily injury and $500,000 for each person and each accident for property damage. Driving to and from work shall not be considered to be within the scope of employment.

4.4.6.3 Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD an applicable Certificate of Insurance (ACORD 25), designating CSD as an additional insured, to CSD as evidence of compliance with the stated vehicle insurance requirements.

## 4.5 System Security Requirements

Contractor shall, in cooperation with CSD, institute measures, procedures, and protocols designed to ensure the security of data and to protect information in accordance with the Information Practices Act of 1977 (Civ. Code §§1798 et seq.), and such other State and Federal laws and regulations as may apply. In the event there are different system security standards that may be applied to this Article, Contractor shall endeavor to use the strictest security standard that complies with state and federal requirements. The parties hereto agree to the following requirements, obligations, and standards in accordance with regulations set in the State Administrative Manual (SAM) and Statewide Information Management Manual (SIMM):

4.5.1 Data Protection

4.5.1.1 Data exchanged between CSD and Contractor must be limited to the data fields included on Data Transfer Rules (DTR) documents posted at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx. No personal financial information, e.g., credit card, bank account numbers, shall be stored or exchanged in the data exchange sessions.

4.5.1.2 Access to the above-mentioned data included in the DTR must only be given to authorized personnel to complete essential duties. Authorized personnel are to log into these systems using their own assigned

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



credentials (i.e., no login account sharing). Upon departure of personnel with assigned credentials, the Contractor will remove the employee's access to the systems as soon as possible.

4.5.1.3 To the extent Contractor utilizes tablet or other internet-based or mobile devices for client intake and application purposes ("Electronic Intake") in lieu of paper forms and documents, Contractor shall comply with all federal and state information security requirements and with such guidance and protocols as CSD may from time to time issue for the purpose of ensuring the integrity of Electronic Intake, including, but not limited to, the use of electronic signatures, data privacy, security, transfer, and retention requirements.

4.5.1.4 Data exchanged between CSD and Contractor via email communication must have all personally identifying information (PII) and other sensitive information redacted before the document is sent. Alternately, Contractor must encrypt any attachments that have sensitive data using encryption tools and configurations as required by CSD.

4.5.2 Contractor Systems Security

4.5.2.1 The physical location of the computing and data storage devices (e.g., servers) shall be within access-controlled facilities. Individual users may not have access to the data except through their systems that are specifically credentialed for Contractor business. All access will be controlled by authentication methods to validate the approved users.

4.5.2.2 Standards for secure transmission may be accomplished through such means as certificates, secure socket layer, etc., and storage of the data with encryption.

4.5.2.3 Both CSD and Contractor shall keep security patches and anti-virus and anti-malware software up to date on all systems on which data may be used.

4.5.2.4 Contractor shall securely destruct data by sanitizing media prior to disposal.

4.5.3 Trusted Behavior Expectations

CSD's application system and users shall protect Contractor's application system/data and the Contractor's application system and users shall protect CSD's application system/data in accordance with the Privacy Act of 1974 (5 USC § 552a), Trade Secrets Act (18 USC § 1905), and the Stored Communications Act (18 USC §§ 2701 et seq.). Technology and systems code and functionality are owned by the respective

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



parties and may not be shared with anyone else or used without written consent of the owner.

4.5.4 Incident Reporting

Any party discovering a security incident shall report it in accordance with its incident reporting procedures. Contractor shall, within 24 hours of discovery, report to CSD's Information Security Office at ISO@csd.ca.gov any security incident contemplated herein. Examples include, but are not limited to, stolen or lost equipment, malware/ransomware detection, suspected hacking, etc. Contractor further agrees CSD shall have the right to participate in the investigation of a security incident involving CSD's data, and to cooperate fully with CSD and other relevant State entities during independent investigation of the security incident.

4.5.5 Audit Trail Responsibilities

Both parties are responsible for auditing application processes and user activities. Activities that will be recorded include event type, date and time of event, user identification, workstation identification, success or failure of access attempts, and actions taken by system administrators.

4.5.6 Data Sharing Responsibilities

Contractor shall ensure that all primary and delegated secondary organizations that share, exchange, or use personal, sensitive, or confidential data, pursuant to this Contract and subcontracts issued by Contractor, shall adhere to these security requirements and applicable state and federal law, in addition to further data sharing guidance as may be issued by CSD during the term of this Contract. If data sharing is accomplished via interconnectivity of an application system, then data sharing must be certified to be secure by both parties.

## 4.6 Travel and per diem

4.6.1 Contractor's employee travel costs and per diem reimbursement rates shall be reimbursed in accordance with Contractor's written policies and procedures not to exceed federal per diem requirements and are subject to the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75, including 45 CFR § 75.474).

4.6.2 Contractor shall complete the Out-of-State Travel Form (CSD 536) and keep on file with back up documentation for compliance monitoring. Out-of-State travel is limited to two staff per event, unless otherwise indicated on the Out-of-State-Travel Form CSD 536. Contractor must seek pre-approval, prior to travel, for non-preapproved

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



conferences when more than two staff are attending.

4.6.3 In the absence of a written travel reimbursement policy, Contractor shall receive reimbursement rates not to exceed federal per diem limits.

## 4.7 Conflict of Interest

4.7.1 Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts or subcontracts. No employee, officer, or agent of the Contractor shall participate in the selection, award, or administration of a subcontract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or parties to sub-contracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipients.

4.7.2 Contractor shall not pay Federal funds received from CSD to any entity in which it or one of its employees, officers, or 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 the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75, including 45 CFR §§ 75.112 & 75.327).

4.7.3 Contractor shall ensure that its employees and the officers of its governing body do not engage in actual or potential conflicts of interest and that no officer or employee who has responsibility for any activity or function with respect to LIHEAP and the implementation of this Contract shall have any personal financial interest in such activity or function or otherwise personally benefit or gain from the activity or function.

4.7.4 Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

4.7.5 Contractor shall not provide LIHEAP services or benefits in situations where an actual or perceived conflict of interest exists, unless the activity is explicitly allowed under Contractor's conflict of interest policies and procedures that are compliant with

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



federal requirements. If Contractor provides program services to owner-occupied or rental dwellings that are owned or managed by the Contractor, its employees, or officers, Contractor shall submit the Property Certification form (CSD 678), in advance of providing weatherization and Energy Heating and Cooling Services (EHCS). Contractor shall ensure that other recipients or potential eligible recipients of services are not prejudiced or adversely affected by the receipt of services by Contractor.

4.7.6 Contractor must demonstrate that it will:

4.7.6.1 Follow all client eligibility and prioritization requirements of the federal and State LIHEAP programs, as applicable to each service or activity;

4.7.6.2 Comply with all dwelling eligibility requirements of this Contract, including but not limited to the prohibition against rent increases after service delivery and multiple dwelling restrictions;

4.7.6.3 Substantiate the need for weatherization and EHCS by completing a dwelling assessment for each individual dwelling unit served; and

4.7.6.4 Consent to any further conditions required by CSD. Failure to obtain prior written approval by CSD may result in costs being disallowed.

## 4.8 Procurement Standards

4.8.1 Contract Administration

4.8.1.1 *Maintenance of written procurement procedures.* Contractor shall administer this Contract in accordance with all federal and state rules and regulations governing LIHEAP block grants pertaining to procurement, including the Code of Federal Regulations' Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards and amendments thereto, consistent with the general Code of Federal Regulations compliance requirement in Section 1.5, Article 1 of this Contract, 45 CFR Part 75, and pursuant to CPA-A-12-01. Contractor shall establish, maintain, and follow written procurement procedures consistent with the procurement standards in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75) or any subsequent amendments to these standards, and the applicable provisions in this Contract, including but not limited to a code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open and free competition.

4.8.1.2 *Eligible Bidders.* Contractor shall not permit any organizational conflicts

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subcontractor performance and eliminate unfair competitive advantage, individuals or firms that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall only award a subcontract to the bidder or offer or whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors relevant to the procurement. Contractor's solicitations shall clearly set forth all requirements that the bidder or offer or must fulfill in order for the bid or offer to be adequately and fairly evaluated by the recipient.

4.8.1.3 All supplies, materials, equipment, or services purchased or leased with funds provided pursuant to this Contract shall be used solely for the activities allowed under this Contract, unless the fair market value for such use is charged to the benefiting program and treated as program income earned under this Contract.

4.8.1.4 Contractor shall provide for an open and free competition, to include a cost analysis, in accordance with federal and state law, for the procurement of materials, supplies, equipment, or services.

4.8.1.5 *Non-Competitive bid justification*. If a service or product is of a unique nature, is in response to a public exigency or emergency, or more than one potential vendor/provider cannot reasonably be identified, Contractor shall document adequate justification for the absence of competitive bidding. "Adequate justification" must include but is not limited to:

4.8.1.5.1 Explanation of why the acquisition of goods or services is limited to one vendor or supplier;

4.8.1.5.2 Description of sole vendor/supplier's unique qualifications to provide the goods or services in question; and

4.8.1.5.3 Analysis of cost(s) to demonstrate reasonability.

4.8.1.6 *CSD Lease/Purchase Pre-Approval Requirements*. To ensure that significant procurement transactions are conducted in an open and freely competitive manner, Contractor shall obtain prior written approval from CSD of capital expenditures for vehicles and equipment with a unit cost of $10,000 or more through the submission of a Request for Purchase/Lease Pre-Approval (CSD 558) to CSD at least 15 calendar days prior to executing transaction. Transactions without CSD's prior written approval may be disallowed.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



4.8.1.7 In all procurements, whether requiring CSD pre-approval or not, Contractor is solely responsible for maintaining adequate procurement records demonstrating compliance with Federal and State requirements.

4.8.1.8 Noncompliance with any of the provisions in this section may result in a disallowance of costs related to the procurement transaction.

## 4.9 Use and Disposition of Vehicles and Equipment

4.9.1 To ensure compliance with the requirements for vehicles and equipment, Contractor shall comply with Uniform Administrative Requirement, Cost Principles, and Audit Requirements for HHS Awards governing the acquisition of equipment with federal funds set forth in 45 CFR Part 75 (including 45 CFR §§ 75.320 & 75.439).

To ensure compliance with the requirements for equipment, vehicles, and the maintenance of equipment and vehicle records, Contractor shall adhere to CPN-A 17-01 or as revised. Contractor shall include information relevant to any purchase/lease pre-approval documented in the CSD 558 submitted to, and approved by, CSD, including the date the request was sent to CSD, the item(s) requested, and date of CSD approval in Contractor's property records.

4.9.2 Contractor shall provide the information specified in CPN-A-17-01, including any supporting documents, to CSD upon request.

4.9.3 *Limitation on Use of Funds.* Contractor shall assure that funds received under this Contract shall not be used for the purchase or improvement of land or for the purchase, construction, or permanent improvement of any building or other facility other than low-income weatherization or energy-related home repairs.

## 4.10 Subcontracts

4.10.1 Contractor may enter into subcontract(s) to provide services pursuant to this Contract in the service area(s) specified in Section 1.2 of Article 1. Subcontracts must require that parties comply with all applicable provisions of this Contract. Such requirement shall not relieve Contractor from any performance obligation created herein, nor from liability for a subcontractor's failure of performance.

4.10.2 If Contractor elects to subcontract for services, the Contractor's Board authorization and approval must be obtained and communicated to CSD in writing together with notice of execution of the subcontract as provided in Section 4.10.3. Contractor's Board, through a resolution or other official documentation, may elect to delegate the signing authority for the approval of subcontractors to the Chief Executive Officer or designated authority unless such delegation is set forth in the bylaws of the agency and a copy of the provision is communicated to CSD.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



4.10.3 Within 60 calendar days of the execution of any subcontract, Contractor shall provide written notification to CSD of the execution of the subcontract as well as identifying information, to include the name of the subcontractor entity, its address, telephone number, contact person, contract amount, and program description of each subcontractor activity to be performed by the subcontractor.

4.10.4 Notification of subcontract execution shall contain certification by Contractor that to the best of Contractor's knowledge, the subcontractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency. For purposes of this certification of subcontractor eligibility, Contractor may rely on information available at https://www.sam.gov/SAM/pages/public/index.jsf.

4.10.5 If CSD determines that Contractor has executed a subcontract with an individual or entity listed as disbarred, suspended, or otherwise ineligible on the Excluded Parties List System as of the effective date of the subcontract, costs Contractor has incurred under the subcontract may be disallowed.

4.10.6 Contractor must ensure that funds expended pursuant to this Contract are allowable and allocable. Contractor must adopt fiscal control and accounting procedures sufficient to enable the tracing of funds paid to any subcontractor to a level of expenditure adequate to establish that such funds have not been used in violation of this Contract. Contractor shall ensure that any subcontracts under this Contract contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor may achieve this through detailed invoices, by periodic monitoring of subcontractor's program activities and fiscal accountability, by retaining a right of reasonable access to the subcontractor's books and records, or by any other method sufficient to meet Contractor's responsibility to substantiate costs required by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

4.10.7 Contractor shall notify subcontractor(s) in writing within five business days of such action in the event CSD suspends, terminates, and/or makes changes to services to be performed that materially alter the obligation of the subcontractor under this Contract.

4.10.8 Contractor is liable for the failure of performance of the terms, conditions, assurances, and certifications of this Contract, without recourse against CSD over matters involving subcontracts entered into for the implementation of this Contract, including but not limited to disputes, claims, or other legal action for breach of contract, negligence, torts, or criminal acts and other misconduct.

4.10.9 Nothing in this Contract creates or implies a contractual relationship between CSD and any subcontractor or creates any obligation by CSD to any subcontractor. Contractor is liable to CSD for damages to CSD for the acts and omissions of its

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



subcontractors that occur in connection with the implementation of this Contract. Contractor's obligation to pay its subcontractors is independent of any obligation of CSD to pay Contractor, and Contractor shall not represent to subcontractors any such obligation of CSD to pay or ensure payments to subcontractors.

4.10.10 All subcontractors shall be subject to applicable training requirements and shall maintain records of completion and certification in accordance with record-keeping provisions in this Contract. In addition, subcontractors whose training is provided at Contractor's expense will be subject to a retention contract, as indicated in Section 9.1.4.

## 4.11 Complaint Management Policies and Procedures

4.11.1 Contractor shall establish and maintain policies and procedures for handling complaints and provide applicants an opportunity to register a complaint based on their experience with attempts to obtain services under LIHEAP. The policies and procedures shall be in writing and Contractor shall provide the complaint process to interested individuals upon request.

4.11.2 Contractor shall ensure that all formal complaints are documented and include the date, time, client name and address, and nature of the complaint and the actions undertaken by the Contractor to resolve the issue. For purposes of this section, "formal complaint" means a written complaint filed with the Contractor by the complainant.

4.11.3 If the Contractor's efforts did not result in a resolution, the Contractor may refer the applicant or client to CSD. The Contractor shall contact CSD and explain the issue, actions taken to resolve the issue, and provide CSD with all supporting documentation that indicates the nature and extent of Contractor's effort to resolve the issue.

4.11.4 CSD shall immediately be notified if the Contractor has reason to believe that the complainant will contact the media, a State or Federal oversight agency, or the Governor's Office regarding the complaint.

## 4.12 Fair Hearing Process for Applications for Denial of Benefits by Contractor

4.12.1 Contractor shall establish a written appeals process to enable applicants who are denied benefits or services, or who receive untimely response or unsatisfactory performance, the right to appeal the decision or performance to the Contractor. Contractor's process shall include, at a minimum, all of the requirements of 22 CCR § 100805 (b) plus:

4.12.1.1 Provisions that ensure that each applicant is notified in writing of the right to appeal a denial of or untimely response to an application, or to appeal

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unsatisfactory performance. At the time the applicant applies for services, applicant shall be informed of appeal rights and appeal procedures, to include the right to appeal to both the Contractor and to CSD;

4.12.1.2 Provisions that ensure that Contractor will make a good faith effort to resolve each appeal;

4.12.1.3 Provisions that ensure that Contractor shall notify the applicant in writing of the Contractor's final decision within 15 business days after the appeal is requested. If the appeal is denied, the written notification shall include instructions on how to appeal the decision to CSD. Whenever Contractor notifies an applicant of a denial of an appeal, Contractor shall at the same time provide a copy of the final decision to the Manager of CSD's Energy Services Division; and

4.12.1.4 Provisions to track information on denials and appeals.

4.12.2 Upon receipt of an applicant's appeal of a Contractor's denial of benefits or services, CSD may conduct a hearing in accordance with established procedures. CSD's decision following the appeal and hearing shall be final.

## 4.13 Fraud, Waste, and Abuse

4.13.1 Contractor shall submit a written report to CSD within 30 calendar days of discovery of incidents and activities, or suspected incidents and activities, involving fraud, waste, and abuse of LIHEAP funds by Contractor's employees, subcontractors, clients, or other parties affiliated with Contractor. Incidents and activities subject to reporting under this section include, but are not limited to, criminal acts and other violations of law constituting a misuse of funds that could result in cost disallowance. Contractor shall inform CSD within 30 calendar days of any reports or complaints submitted to law enforcement officials by Contractor, Contractor's employees, subcontractors, clients, or other parties affiliated with Contractor, concerning the misuse of LIHEAP funds.

4.13.2 Contractor shall provide employees, subcontractors, clients, and other parties affiliated with the Contractor the information necessary to report fraud, waste, and abuse to the U.S. Department of Health and Human Services Office of Inspector General Fraud hotline.

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# FINANCIAL REQUIREMENTS

## ARTICLE 5 - ADMINISTRATIVE AND PROGRAM EXPENDITURES REQUIREMENTS

### 5.1 Budget Guidelines

5.1.1 Budget and Allocation Forms

5.1.1.1 Upon execution of this Contract, CSD shall release at least 50% of the anticipated annual allocation as reflected in the allocation spreadsheet. The remaining allocation shall be released when CSD receives funds from HHS.

5.1.1.2 If the LIHEAP annual grant award is yet to be determined and CSD must fund this Contract based on Continuing Resolution appropriations, CSD shall amend the Contract and update the allocation spreadsheet to reflect the Final allocation.

5.1.2 Minor Modifications

If Contractor intends to request a minor modification to this Contract, Contractor shall submit a Request for Amendment/Modification Energy (CSD 509), by completing a CSD 509 with a justification supporting the fund transfer or change request. Contractor may submit the signed request for amendment/modification to CSD via email, fax, or hard copy with signature via Mail.

Minor modifications which Contractor may propose for approval by CSD include the following:

5.1.2.1 Transferring funds to increase or decrease the Utility Assistance total allocation;

5.1.2.2 Transferring funds to increase or decrease the Wood, Propane and Oil (WPO) total allocation (ECIP WPO or HEAP WPO);

5.1.2.3 Transferring funds between target service areas, which shall be conditioned upon Contractor meeting its target service areas expenditure requirements, as stated in Article 5.7, Section 5.7.3; or

5.1.2.4 Changes to the Agency Local Plan.

5.1.3 Fund Transfer Requirements

Subject to CSD approval, Contractor may elect to transfer funds between each of the

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LIHEAP components, e.g., Weatherization and ECIP EHCS.

5.1.3.1 Funding transfers that would increase amounts available for Weatherization above the 25% maximum are prohibited.

5.1.3.2 Fund Transfer in Service Territory with Multi-Service Areas

If Contractor transfers funds from Administrative, Intake, Outreach, and other Support costs to Direct Services and/or Utility Assistance for a specific service area, then later transfer funds from the remaining service areas to replenish the Administrative, Intake, Outreach, or other Support costs such transfer of funds should not unduly impair the equitable provision of services or otherwise disadvantage potential recipients of benefits in any Service Area.

Subsequent transfer of funds to replenish the Support line(s) with Direct Service(s) and/or Utility Assistance funds shall be limited to fund transfer from Service Area(s) that benefited from the preceding transfer.

5.1.4 Sufficient Funds for Crisis Services

Contractor must allocate sufficient funds to offer crisis services through at least March 15, 2023 and in accordance with the Agency Local Plan.

5.1.5 Weatherization Waiver

Unless and until HHS grants CSD a weatherization waiver, Contractor may not expend or be reimbursed for costs in excess of the amount reflected in the initial WX Program Column of the allocation spreadsheet. If the weatherization waiver is granted, Contractor may, upon written notification from CSD, expend and will be reimbursed for expenditures up to 100% of the available allocation, as reflected in the WX Program Subtotal Column of the allocation spreadsheet.

## 5.2 Utility Assistance Expenditure Requirements

5.2.1 The Utility Assistance portion of Contractor's grant shall be retained by CSD to enable CSD to make direct utility assistance payments to clients and/or to utility companies. Contractor's Administrative and Assurance 16 budget line item shall be based on Contractor's total allocation, including Utility Assistance.

5.2.1.1 Energy Crisis Intervention Program (ECIP): Electric and Gas (Fast Track)

The total amount allocated to the ECIP Fast Track Program shall be administered by Contractor in accordance with the terms of this Contract, with payments to recipients issued by CSD.

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5.2.1.2 Home Energy Assistance Program (HEAP): Electric and Gas Allocation

The total amount allocated to the HEAP Electric and Gas Program shall be administered by Contractor in accordance with the terms of this Contract, with payments to recipients issued by CSD.

5.2.2 ECIP Payments - Electric and Gas (Fast Track)

Payment for applicant's electric and/or gas energy bills shall be made by CSD directly to the utility company or in the form of a dual-party warrant, payable to the applicant and the utility company. All payments shall be deducted from Contractor's Utility Assistance allocation.

5.2.3 HEAP Payments - Electric and Gas

Payment for applicant's electric and/or gas energy bills shall be made by CSD directly to the utility company or in the form of either a dual-party warrant, payable to the applicant and utility company; or, in the case where the cost of energy is included in applicant's rent, a single-party warrant shall be issued, payable to the applicant. All payments shall be deducted from Contractor's Utility Assistance allocation.

## 5.3 Working Capital Advance and Major Purchase Advances

5.3.1 Working Capital Advance (WCA)

Contractor may, in accordance with applicable law, receive WCA payments of allowable program costs per this Contract, provided Contractor complies with the provisions of this section and guidance issued by CSD as is needed to implement this section. In order to receive a WCA, Contractor's financial management systems shall be compliant with the provisions of this Contract, WCA Requirements, applicable CPNs and CPAs, and the standards for fund control and accountability as established in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

5.3.1.1 WCA Requirements include the following standards:

5.3.1.1.1 The WCA shall be for the minimum amounts necessary, timed in accordance with Contractor's immediate cash requirements, which will enable Contractor to carry out the purposes of this Contract;

5.3.1.1.2 WCA Requirements issued by CSD to Contractor, while conforming to the requirements of this Section 5.3.1, shall take into account the practical requirements and limitations of

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efficient administration and the effective implementation of this Contract by both Contractor and the CSD;

5.3.1.1.3 Interest on Advances. Contractor shall deposit all advances in an interest-bearing account. Interest earned, up to $500 per year, may be retained by Contractor for administrative expenses. The account shall be sufficiently segregated to enable the tracking and accounting of WCA funds issued by CSD. Any interest earned on LIHEAP advances shall be accounted for and expended pursuant to 2 CFR § 200.305(b)(9) (45 CFR § 75.305(b)(9)); and

5.3.1.1.4 Non-advance Payments and Offsets. If Contractor elects not to request a WCA, payment for allowable expenses under this Contract shall be made upon approval by CSD of Contractor's monthly Expenditure Activity Report. If Contractor owes CSD any outstanding balances for overpayments under any contract, current or previous, the balance may be offset, based on arrangements made with the Contractor.

5.3.1.2 Contractor shall adhere to the WCA Requirements outlined in CPN-E-19-001, which is available online at: https://agencies.csd.ca.gov/home/Energy/Pages/CPNCPA-Energy.aspx.

5.3.1.3 Major Purchase Advances

In the event Contractor needs significant cash outlay for large purchases, a special advance may be requested at any time during the contract term. To request a Major Purchase Advance, the following requirements apply:

5.3.1.3.1 Request must be completed via the Major Purchase Advance Request (CSD 144);

5.3.1.3.2 Limited to purchase of items in excess of $10,000;

5.3.1.3.3 No advance will be issued until the Request for Pre-approval of Purchase/Lease (CSD 558) has been approved by CSD;

5.3.1.3.4 Procurements must comply with the open and competitive bid process, which must be documented through the Request for Pre-approval of Purchase/Lease (CSD 558);

5.3.1.3.5 Advance repayment for major purchases will be liquidated upon the first expenditure reporting period following the date of the purchase of the item or items identified in the Request

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for Pre-approval of Purchase/Lease (CSD 558). An Advance Request (CSD 144) must reflect 100% liquidation in the month following the expected date of purchase;

5.3.1.3.6 Major Purchase Advance requests will not be granted until such time as no less than 50% of the current WCA has been repaid. The combined total amount of the WCA and Major Purchase advance cannot exceed 25% percent of the Contract or the remaining contract balance, whichever is less; and

5.3.1.3.7 Interest on Major Purchase Advances. Contractor should deposit all major purchase advances in an interest-bearing account. Interest earned, up to $500 per year, may be retained by Contractor for administrative expenses. The account shall be sufficiently segregated to enable the tracking and accounting of Major Purchase Advances funds issued by CSD. Any interest earned on LIHEAP advances shall be accounted for and expended pursuant to 2 CFR § 200.305(b)(9) (45 CFR § 75.305(b)(9)).

5.3.2 WCA and Major Purchase Advance Limits

Pursuant to 22 CCR § 100840 (a) the total amount advanced to Contractor at any time, whether in the form of a WCA or Major Purchase Advance, shall not exceed 25% of Contractor's total contract amount, excluding the Utility Assistance allocation amount. If the WCA or Major Purchase Advance request exceeds the remaining balance, then CSD shall only provide Contractor with the amount of the remaining balance. Advance amounts repaid by Contractor may be replaced by additional advances at any time as allowed in this Section 5.3 and corresponding guidance.

## 5.4 Program Income

5.4.1 Contractor shall maintain records of the receipt and disposition of all "program income" defined in 22 CCR § 100855(c) and pursuant to CPN-A-18-01, as income that is generated or earned as a result of LIHEAP activities.

5.4.2 Determining Net Program Income

5.4.2.1 Except as provided below in Section 5.4.2.2, any costs Contractor incurs in generating program income may be deducted from gross program income to determine net program income.

5.4.2.2 Contractor shall not deduct from gross program income any allowable program expenses for which Contractor has been, or will be, reimbursed from the LIHEAP grant award.

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5.4.3 Expenditure, Reporting, and Rollover of Program Income

5.4.3.1 Program income must be expended in accordance with the requirements for expenditure of regular LIHEAP funds, for allowable program purposes.

5.4.3.2 Contractor may expend program income during the term of this Contract. Contractor shall report all such expenditures, along with remaining unexpended program income, at the close-out of this Contract or at such other time(s) as CSD reasonably requires.

5.4.3.3 Contractor's unexpended program income at the close-out of this Contract shall roll over to subsequent LIHEAP contract(s).

5.4.3.4 If Contractor has generated program income with leveraged funding source(s) in addition to LIHEAP, the LIHEAP portion of rollover program income must be tracked by Contractor and can be used for allowable LIHEAP expenditures.

## 5.5 Wood, Propane and Oil Returned Payments

5.5.1 Contractor shall maintain a tracking-log of returned payments, including Supplemental WPO payments referenced in CPA-E-21-04, for services provided. Returned payments must not be entered into the Expenditure Activity Reporting System (EARS) or CSD's Combined Outcome Reporting Engine (CORE). Upon receipt of the returned payment Contractor shall make the following attempts to contact client:

5.5.1.1 Make every reasonable attempt to contact client within five business days of receiving the returned payment during the contract term. The following shall constitute a reasonable effort and be maintained in the client file:

5.5.1.1.1 One phone call attempt stating the client has the option to reclaim the returned payment and provide Contractor with the updated vendor information to reissue the returned payment amount; or

5.5.1.1.2 One letter to the client stating the option to reclaim the repayment and provide Contractor with the updated vendor information to reissue the returned payment amount.

5.5.1.2 Hold the returned payment for the client for 10 business days subsequent to all attempts to contact the client.

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5.5.1.3 If the client does not contact Contractor within the above time frames the returned payment shall be added to the current WPO allocation tracking log.

5.5.1.4 If Contractor is unable to identify the client of the returned payment the payment can be added to the current WPO allocation tracking log.

5.5.2 Contractor may expend returned payments on WPO services during the term of this Contract. Contractor shall report all such expenditures, along with remaining unexpended returned payments, at the close-out of this Contract or at such other time(s) as CSD reasonably requires.

5.5.3 Contractor's unexpended returned payments at the close-out of this Contract shall be returned to CSD.

5.5.4 Returned payments received after the close-out of the contract shall be promptly returned to CSD.

5.5.5 If Contractor is unable to determine whether the returned payment is funded from the current contract, the returned payment shall be promptly returned to CSD.

## 5.6 Allowable Costs

5.6.1 Cost Reporting

5.6.1.1 All costs shall be reported using a "modified accrual" or "accrual" method of accounting.

5.6.1.2 Pursuant to the federal block grant and applicable regulations, Contractor may only claim reimbursements for actual, allowable, and allocable direct and indirect costs.

5.6.1.3 Contractor shall report all expenditures at actual cost and shall maintain records and source documentation in such a manner as to substantiate all costs reported.

5.6.2 Administrative

5.6.2.1 General

5.6.2.1.1 Administrative costs shall not exceed the amounts as set forth in allocation spreadsheet.

5.6.2.1.2 Administrative Costs shall mean actual costs for auxiliary functions such as salaries, wages, workers compensation, and

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fringe benefits for administrative staff, as well as for facilities, utilities, equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, and like services necessary to sustain the direct effort involved in administering a grant program or an activity providing services to the grant program.

5.6.2.2 Contractor shall use Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75) as a guide for determining administrative costs.

5.6.2.3 Administrative Equipment More Than $10,000—Acquisition Costs

5.6.2.3.1 Acquisition costs shall mean the actual costs associated with the purchase of equipment over $10,000 per unit used for administrative purposes.

5.6.2.3.2 CSD pre-approval is required for the purchases or lease-purchase option of equipment with a total value greater than $10,000 utilizing the Request for Pre-approval of Purchase/Lease (CSD 558).

5.6.2.4 Administrative Out-of-State Travel

Administrative out-of-state travel costs shall mean cost incurred for out-of-state meeting, conferences or training that is critical to administering and/or maintaining LIHEAP. Travel expenses are limited to transportation, subsistence and related items incurred by traveling on official business on behalf of Contractor.

5.6.3 Program Costs

5.6.3.1 General

Program costs are all allowable costs other than Administrative Costs. Program costs include those actual costs that are directly attributable to the performance of this Contract and that are reasonable and necessary as determined by CSD for the purpose of delivering services.

5.6.3.2 Assurance 16

Assurance 16 costs shall not exceed the total amount set forth in the allocation spreadsheet.

5.6.3.3 Intake

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Intake shall be allocated at 8% of the Weatherization Budget and 8% of the ECIP/HEAP Direct Services/Utility Assistance Budget based on the Interim Allocations and/or subsequently the Final Allocation. Reimbursement shall be limited to actual cost up to 8% of Final Allocation. Intake in excess of 8% may be charged as an administrative cost not to exceed allowable administrative cost maximum.

5.6.3.4 Outreach

Outreach shall be allocated at 5% each of the Weatherization, ECIP/HEAP and Direct Service/ Utility Assistance, Assistance budgets based on the Interim Allocations and/or subsequently the Final Allocation. Reimbursement shall be limited to actual cost up to 5% of Final allocation.

5.6.3.5 Training and Technical Assistance

Training and technical assistance shall be allocated up to 5% of the total Weatherization allocation and up to 2% of the total ECIP/HEAP allocation based on the Interim Allocations and/or subsequently the Final Allocation. Training and technical assistance shall not exceed these limits and shall be reimbursed at actual cost. Reimbursement shall be limited to actual cost up to 5% of Weatherization allocation, and 2% of ECIP/HEAP allocation.

5.6.3.5.1 If Contractor determines that an increase in the allowable allocation for training and technical assistance is needed to cover the cost of the software database collection system or related automation training as specified below, then Contractor must submit a request to, and obtain prior approval from, CSD.

5.6.3.5.2 Associated training and technical assistance costs may include costs related to travel, admission, materials, and actual salaries/wages. Subcontractor training costs are limited to travel, admission, and materials.

5.6.3.5.3 Training and technical assistance shall include costs associated with the completion of weatherization-related training as specified in the Training Requirement of Section 9.1 of this Contract. Training may include, but not limited to, internal contractor training, safety training, attendance of weatherization-related training to include the software database collection system or other forms of training to aid in the development and skill of staff in utilizing and supporting internal program automation systems, and/or weatherization-related workshops sponsored by utility companies, Department

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of Energy (DOE), or CSD training. CSD training may include Local Service Provider's Meetings and Association of California Community and Energy Services Roundtable Meetings, and/or other organizations offering a component of weatherization training, and/or is necessary to carry out the direct delivery of services.

5.6.3.5.4 Training for job corps and workforce development trainees shall be limited to required CSD health and safety training sessions, unless otherwise approved by CSD.

5.6.3.5.5 Contractor staff out-of-state travel costs shall mean cost incurred for out-of-state meeting, conferences, or trainings that are critical to carrying out LIHEAP. Travel expenses are limited to transportation, subsistence, and related items incurred by traveling on official business on behalf of the Contractor.

5.6.3.6 Acquisition Costs

5.6.3.6.1 Minor Vehicle and Field Equipment Less Than $10,000 – Acquisition Costs.

Minor Vehicle and Field Equipment costs under $10,000 per unit must follow all federal and state rules and regulations governing LIHEAP pertaining to procurement standards.

5.6.3.6.2 Major Vehicle and Field Equipment costs $10,000 or Greater – Acquisition Costs Must Be Pre-Approved

CSD pre-approval is required for the purchases or lease-purchase option of vehicles and field office equipment with a total value of $10,000 or greater, utilizing the Request for Pre-approval of Purchase/Lease (CSD 558).

5.6.3.7 Other Program Costs:

5.6.3.7.1 Other Program Costs

Other Program Costs shall mean the actual costs associated with field staff wages, program management and support wages, ancillary supplies, disposal fees, and Historic Preservation review costs, lodging and per diem, vehicle and equipment repair, maintenance, and fuel, waste breakage, and solar water heating maintenance.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



5.6.3.7.2 Workers' Compensation

Workers' Compensation shall mean those actual costs associated with workers' compensation coverage for program staff whose salaries and wages are chargeable under program costs.

5.6.3.8 Liability Insurance

Liability Insurance shall mean those actual costs allocated for insurance bonds, general liability, vehicle insurance, and pollution occurrence insurance (if applicable).

5.6.3.9 General Operating Costs

General Operating Costs may be charged to the program and are for costs that are directly allocable to those activities defined as related facilities, office and computer equipment, office supplies, telephone, travel, and materials and activities to prevent exposure related to COVID-19 as allowable program costs.

5.6.3.10 Automation Costs

5.6.3.10.1 Contractor can expend funds to the Automation Costs (AC) in an amount not to exceed $50,000, to be used to meet contract program startup requirements such as IT automation needs to comply with updated or new Expenditure Activity Reporting System, Weatherization Database and Core ("CSD System") requirements or contractual reporting requirements programmatic in nature, related to CSD System IT expenses, and with ongoing programmatic IT expenses. AC funds are not limited exclusively to CSD System-related IT expenditures but any IT expense related to CSD System costs incurred including necessary training on upgrades to Contractor's system.

5.6.3.10.2 If Contractor expended funds in a prior year for a system and now wants to purchase a new system with AC funds, Contractor must utilize unrestricted funds and bear the full cost of the conversion to such an alternative system. Contractor may be granted a variance from this requirement provided Contractor's AC plan is appropriately revised and CSD gives its written approval of the plan and request for variance.

5.6.3.10.3 Contractor shall report all automation and IT expenditures related to compliance with the reporting requirements under this Contract in the Automation Costs line item. Such

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



expenditures may include, but is not limited to, computer and IT equipment; approved front-end database acquisition and ongoing subscription costs; IT security implementation costs; and IT systems training. All costs reported in this line item must be directly related to program functions. IT costs related to administrative functions shall be reported as administrative costs pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards (45 CFR Part 75).

5.6.3.10.4 Contractors with multiple LIHEAP contracts for the same contract year are limited to reimbursement up to $50,000 per contract. Contractor shall allocate costs among contracts when permitted and may not charge the same costs to more than one contract.

5.6.3.10.5 CSD System-related IT costs charged to the AC shall be submitted for reimbursement in accordance with CSD's normal reporting and accounting procedures.

5.6.3.10.6 CSD System-related IT costs that exceed the maximum AC amount of $50,000 may not be reimbursed by CSD.

5.6.3.10.7 Contractors that remain in contract with their front-end vendor are not required to conduct a procurement for ongoing maintenance, updates or process improvements performed by the front-end vendor.

5.6.3.10.8 Upon approval by CSD, Contractor may procure, from CAP 60 ©, Hancock™ or ServTraq©, a new automated reporting system with supplemental functionality beyond basic CSD System reporting requirements. The following provisions apply to CAP 60 ©, Hancock™ and ServTraq© System Users:

5.6.3.10.8.1 If Contractor elects to procure a new automated IT reporting system, it is the Contractor's obligation to ensure that the system procured is fully compliant with CSD System requirements. CSD's responsibility is limited to providing Contractor or its vendor with the applicable system specifications, interface and security protocols;

5.6.3.10.8.2 If Contractor expended funds in a prior year for a system and now wants to purchase a new system with AC funds, Contractor must utilize unrestricted funds, to bear the full cost of the conversion to such an alternative system. Similarly, Contractor may not use future annual AC funding for such conversion. Any alteration to this provision requires prior written approval from CSD and must include the submission of a revised AC plan; and

5.6.3.10.8.3 Systems and services procured by Contractor in order

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



to obtain and implement CAP 60 ©, Hancock™ or ServTraq© system shall be conducted in compliance with Contractor's procurement policy and with all applicable LIHEAP contract requirements and the provisions of federal and state law. Contractor may, at Contractor's option, participate in a consortium of local service providers to procure jointly an automated reporting system from CAP 60 ©, Hancock™ or ServTraq©, provided Contractor's procurement policy is not violated in such a manner as to render the process flawed or unfair. Contractor may rely on any local service provider subject to this Amendment to conduct the procurement on Contractor's behalf provided, however, that: 1) Contractor shall not be absolved from fulfilling applicable procurement obligations and requirements; 2) Contractor shall review all pertinent procurement documentation for sufficiency; and 3) make such documentation available to CSD upon request.

5.6.3.11 Weatherization Program Activities

Weatherization Program Activities shall mean those costs associated with the installation of measures to those dwellings weatherized and reported as completed, to include but not limited to, assessment, diagnostic testing, labor, materials, subcontractors, environmental inspections, permits, Home Energy Rating System (HERS Raters), and Environmental Hazard Work weatherization materials.

5.6.3.12 ECIP Emergency Heating and Cooling Services (EHCS)

ECIP EHCS shall mean those costs associated with emergency heating and cooling repair and replacement services and other related costs, including costs associated with labor, materials, subcontractors, permits, HERS Raters, Environmental Hazard Work weatherization materials, and diagnostics all as further defined by the ECIP Policy and Procedures, and the Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy. The ECIP Policy and Procedures is hereby incorporated by reference to this Contract and available on the CSD Local Agencies Portal at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

## 5.7 Service Area Expenditures Requirements

5.7.1 For purposes of this section the following definitions apply:

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



"Service Area" means the geographical area for which Contractor receives a discrete grant allocation, whether in a contract pertaining to that geographical area alone, or in a contract covering multiple geographical areas, as for example, multiple counties.

"Service Territory" means the totality of Contractor's Service Area(s), whether: 1) a single county; 2) a portion of a single county; 3) multiple counties; or 4) a single county in combination with a portion of another county. Accordingly, the single Service Area or combined Service Areas for which Contractor provides services constitutes Contractor's Service Territory.

"Target Allocation" means the sum of money from the LIHEAP state grant designated by CSD for expenditure in a designated Service Area.

"Target Service Area" means the service area for which a grant allocation has been designated on the LIHEAP Allocation Spreadsheet attached to this Contract.

Note: If Contractor provides only some LIHEAP services to a Service Area, e.g., weatherization services only or utility assistance services only and another contractor provides other LIHEAP services in the same Service Area, the contractors are co-service providers with respect to the Service Area in question and each is responsible for that portion of the grant allocation applicable to the services it provides. Contractor's Service Territory includes a Service Area in which the grant allocation is split with another contractor.

5.7.2 This section shall apply to Contractor if any of the following pertain:

5.7.2.1 This Contract involves funding for LIHEAP services provided by Contractor in multiple Service Areas;

5.7.2.2 Contractor provides only some of the LIHEAP services in multiple Service Areas under the terms of this Contract; or

5.7.2.3 Some combination of 5.7.2.1 and 5.7.2.2 above.

5.7.3 The Target Allocation(s) specified in this Contract shall be used either: a) to provide services within the geographical boundaries of Target Service Area(s) to which the allocation applies; or b) on behalf of the recipients of benefits who reside within the Target Service Area(s), thereby ensuring that the low-income persons in each Target Service Area receive their appropriate share of the grant award and that direct program funds designated for a particular Target Service Area are not expended for services in another Service Area without good cause.

5.7.3.1 Contractor is required to expend at least 90% of the applicable Target Allocation(s) in each Target Service Area(s).

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5.7.3.2 Contractor shall, as requested by CSD, submit a LIHEAP Production Plan estimating the number of households served by the designated allocation for each Target Service Area and the Agency Local Plan explaining how Contractor will conduct targeted outreach activities, identify service needs in Target Service Areas and track expenditures.

5.7.3.3 At the time of close-out, Contractor shall submit a report comparing Contractor's production estimates, by Service Area, to actual expenditures, what lessons were learned, and what changes in operations are anticipated in coming years.

5.7.3.4 Contractor may, subject to CSD's written approval, expend a portion of a Target Allocation in another service area in which Contractor provides services pursuant to this Contract, under the following circumstances:

5.7.3.4.1 When there is no acute need or ready opportunity for full expenditure of direct program funds in the Target Service Area; and

5.7.3.4.2 When Contractor can readily expend direct program funds in an alternate service area to avoid under expenditure or a loss of funding.

5.7.4 Notwithstanding the provisions of Section 5.7.3, Contractor is authorized under the terms of this Contract to combine the Administrative, Intake, Outreach, Assurance 16, and other program support costs, including liability insurance, workers' compensation, and general operating portion of grant allocations for multiple Service Areas for purposes of efficiency and effective contract implementation, provided such combining of funds does not unduly impair the equitable provision of services or otherwise disadvantage potential recipients of benefits in any Service Area.

## 5.8 Reimbursement Guidelines

5.8.1 Claims for Reimbursement

Pursuant to the federal block grant and applicable regulations, Contractor may only claim reimbursements for actual, allowable, and allocable direct and indirect costs. Contractor shall report actual costs incurred for actual expenditures up to any applicable maximum amounts set by this Contract.

5.8.2 Assurance 16

5.8.2.1 Assurance 16 costs and its related services include those actual costs that are directly attributable to the performance of this Contract and that are

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reasonable and necessary as determined by the CSD for the purpose of delivering services. Assurance 16 costs shall include needs assessment, client education, budget counseling, and coordination with utility companies.

5.8.2.2 Contractor may claim Assurance 16 costs for client education only once when LIHEAP and DOE funds and services are provided concurrently in the same residential dwelling unit.

5.8.3 Wood, Propane, and Oil Assistance

5.8.3.1 HEAP WPO

Contractor may claim reimbursement for HEAP WPO expenditures and activities expenditures as required in accordance with the terms of this Contract.

5.8.3.2 ECIP WPO

Contractor may claim reimbursement for ECIP WPO expenditures as required in accordance with the terms of this Contract.

5.8.4 Weatherization and EHCS Specific

5.8.4.1 Contractor may claim reimbursement for Weatherization-related activities under the terms of this Contract as documented on the CSD Dwelling Assessment Form (CSD 540) or approved Contractor's equivalent for each eligible household not previously weatherized.

5.8.4.2 Contractor shall ensure that duplicate billings for the same product or service do not occur.

5.8.4.3 All service completed dwellings unit shall be submitted for payment within 90 calendar days of completion or by the due date of the last reporting period of this Contract, whichever is less. A service completed unit shall not be carried over into another contract period, except when there are insufficient funds to cover a portion or the entire cost of rendered services. In the event a completed unit is billed in the subsequent contract, the Contractor must also ensure that the applicant meets the income eligibility requirements.

5.8.4.4 Contractor may claim reimbursement for labor and material expenses associated with Environmental Hazard Work activities intended to assure the health, safety, and well-being of workers and dwelling occupants during the performance of in-home Weatherization and EHCS services

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



under this Contract. Environmental Hazard Work activities include activities to prevent exposure related to the disturbance of asbestos, lead paint and the COVID-19 virus. Materials shall include items that are disposable or have temporary use, such as Tyvek suits, hand sanitizer, cleaning supplies, disposable face masks, HEPA vacuum cleaner bags/filters, etc. Labor shall include those activities related to prepping and cleaning within the workspace to prevent contamination.

5.8.4.5 For emergency ECIP EHCS provided outside Contractor's normal business hours of operations, Contractor may exceed the maximum cost limits allowed for repair and replacement services. Contractor shall not request reimbursement for more than one heating and/or cooling unit repaired or replaced per household.

5.8.4.6 Measure Reimbursement

5.8.4.6.1 Measure Maximums

5.8.4.6.1.1 For those Weatherization and EHCS measures that have an established maximum rate, the reimbursement amount shall be equal to the actual labor costs of Weatherization or EHCS crew members and the actual cost of the materials, subcontracted services not to exceed the maximum reimbursement allowable.

5.8.4.6.1.2 Weatherization or EHCS measure costs exceeding the maximum reimbursement limit cannot be offset by charging the cost difference to another weatherization measure or another CSD program.

5.8.4.6.1.3 When costs for a measure exceed the maximum reimbursement allowed, Contractor shall obtain prior written approval from CSD to exceed the maximum cost reimbursement and/or quantity limit for weatherization and ECIP HCS measures as described in Reimbursement Rates for Weatherization and ECIP EHCS Activities located in Article 13. Otherwise, at the Contractor's discretion, Contractor may elect to not provide the weatherization measure/service in the event the total cost exceeds the maximum cost reimbursement.

5.8.4.6.2 Assessments and Diagnostics

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



5.8.4.6.2.1 Contractor may claim reimbursement for dwelling assessment for each eligible household.

5.8.4.6.2.2 Contractor may claim reimbursement for dwelling assessment for each eligible unit not previously weatherized.

5.8.4.6.2.2.1 For dwellings weatherized under this Contract, Contractor may claim reimbursement for a modified dwelling assessment, as defined in Article 13, to perform reweatherization or callback services during the useful life period of the initial dwelling assessment.

5.8.4.6.2.2.2 Once the useful life term has expired for the initial or last performed dwelling assessment, Contractor may claim a full dwelling assessment to perform reweatherization services.

5.8.4.6.2.3 If a dwelling was previously weatherized under a nonfederal program, the dwelling and occupant eligibility must be recertified; therefore, Contractor may claim reimbursement for assessment of dwelling.

5.8.4.6.2.4 In the case of an un-weatherized dwelling where the installation of measures was not feasible, and/or the dwelling was not accessible to install measures, Contractor may claim reimbursement for any related assessments and/or diagnostic checks that were performed.

5.8.4.6.2.5 Contractor may claim reimbursement for dwelling assessment only once when LIHEAP and DOE funds are used concurrently in the same unit.

5.8.4.6.2.6 HERS Rater and permit fees are acceptable expenses and may be charged only once per dwelling to ECIP EHCS or LIHEAP weatherization or DOE weatherization per weatherized dwelling. HERS Rater fee and permit reimbursement include subcontractor cost, staff time on job site, and fees that will be reimbursed based on the actual cost.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



5.8.4.6.3 Labor Reimbursement

5.8.4.6.3.1 Contractor shall bill the number of actual labor hours and actual labor cost incurred by weatherization crew members or other persons associated with the installation, assessment and inspection of weatherization measures, removal of debris and appliances, the procurement of permits and services performed by HERS Raters.

5.8.4.6.3.2 Contractor must be able to substantiate all actual labor hours and labor costs charged.

5.8.4.6.3.3 Actual labor hours and costs for weatherization and EHCS services shall not exceed the cumulative number of hours on the job site and shall be substantiated with client file documentation, job schedules, and payroll time records.

5.8.4.6.3.4 When the installation of a measure is subcontracted and there are billable labor hours for weatherization and/or Contractor's crew members who participate in the installation of that subcontracted measure, Contractor may bill, in addition to the subcontracted expenditure, the actual labor hours and labor costs incurred by Contractor's crew members.

5.8.4.6.3.5 Labor expenses for weatherization service delivery shall exclude labor expenses associated with training, travel to weatherization job sites, staff time not associated with the direct installation and/or performance of weatherization services and activities on the job site, downtime and general operating expenses as provided in subsection 5.8.4.6.5 Other Program Costs.

5.8.4.6.3.6 Lead Safe Weatherization

Contractor may claim reimbursement for renovator certification, defined as field-related labor costs associated with performing lead renovator certification for ensuring lead paint safety on weatherized dwellings built prior to 1978.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



5.8.4.6.4 Heating and Cooling Services (HCS/EHCS)

5.8.4.6.4.1 If, during the course of repairing a defective unit, additional problems are found that would increase the cost of repairs to an amount beyond the established limits for repairs, Contractor may claim reimbursement for incurred costs related to the repair in addition to those costs associated with the replacement of the heating/cooling appliance.

5.8.4.6.4.2 Dwellings in which a single appliance has been both repaired and replaced within the same Weatherization and/or ECIP EHCS component, or under a call-back, Contractor may claim reimbursement for both the repair and the replacement of the appliance. Contractor shall report the single appliance as both a repaired and replaced appliance.

5.8.4.6.4.3 For multi-unit dwellings with a common system (water heater, heating and/or cooling), Contractor shall prorate the cost of each common system among all dwelling units within that building envelope.

5.8.4.6.4.4 Duct repairs and replacements can only be charged to ECIP EHCS when provided in conjunction with emergency heating/cooling services performed under EHCS.

5.8.4.6.5 Other Program Costs

5.8.4.6.5.1 Wages—Field Staff

Contractor may request reimbursement for the actual labor costs including benefits related to weatherization supervisors, assessors, inspectors, and crew members that are allocable to the program but not associated with the direct installation and/or performance of weatherization services/activities on the job site and training, including, but not limited to: job scheduling, job preparation, travel time, disposal of appliances and materials, building and prepping of weatherization materials away from the job site and downtime in accordance with any

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



guidance issued by CSD.

5.8.4.6.5.2 Wages – Program Management and Support

5.8.4.6.5.2.1 Contractor may request reimbursement for the actual labor costs related to program management and support staff directly responsible for the direct management and oversight over the LIHEAP Weatherization and EHCS program activity or providing direct support to ensure the successful delivery of weatherization services.

5.8.4.6.5.2.2 Reported costs may include labor costs associated with performing direct support in coordinating the delivery and tracking of LIHEAP Weatherization and EHCS program activity, including but not limited to: job scheduling, collating and aggregating of weatherization activities and materials, staff time associated with Historic Preservation Review activities, obtaining permits, and coordination of subcontracted services.

5.8.4.6.5.3 Lodging and Per Diem

Contractor may claim reimbursement for lodging and per diem related to the installation of weatherization measures subject to travel and per diem as described in the Travel and Per Diem Section Article 4.6 of this Contract.

5.8.4.6.5.4 Disposal Fees

Disposal fees are acceptable expenses and may be charged only once to ECIP EHCS, or LIHEAP Weatherization per appliance and building material waste. Disposal fee reimbursement is limited to the actual cost of the fee.

5.8.4.6.5.5 Vehicle and Equipment Repair, Maintenance and

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



Fuel

5.8.4.6.5.5.1 Contractor may claim reimbursement for expenses related to upkeep and maintenance of vehicles and equipment used in the direct delivery of weatherization services and EHCS. Allowable costs shall be limited to expenditures associated with the maintenance of the vehicles and equipment, fuel and oil.

5.8.4.6.5.5.2 Contractor shall maintain records for fuel expenditures, vehicle maintenance and vehicle usage to substantiate allowable travel costs related to and allocable to LIHEAP weatherization.

5.8.4.6.5.6 Historic Preservation Reviews

Historic Preservation Reviews means those expenses that are subcontracted to a third-party to perform the collection and reporting of potential weatherization properties subject to Historic Preservation Review requirements.

5.8.4.6.5.7 Waste Breakage

Waste breakage are those expenses associated with weatherization materials that have been damaged and are part of Contractors' inventory or special-order materials that are allocated to CSD programs. The cost of weatherization materials that are damaged and benefit multiple programs must be prorated accordingly. Costs must be directly associated to net changes in inventory and not associated with materials chargeable to another measure line item. Reimbursement for waste breakage is not allowable for subcontractors.

5.8.4.6.5.8 Ancillary Supplies

Ancillary supplies are additional low-cost materials or supplies (such as nuts, bolts, screws, and washers) necessary to install a weatherization

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



measure and not easily identifiable to a specific measure or dwelling. Costs of ancillary supplies that benefit multiple programs must be prorated accordingly. Costs must be directly associated to net changes in inventory and not associated with materials chargeable to another measure line item. Reimbursement for ancillary supplies is not allowable for subcontractors.

5.8.4.6.5.9 Solar Water Heating Maintenance

Solar Water Heating (SWH) Maintenance are scheduled maintenance service, as established by the manufacture, in order to maintain the SWH system in good working condition.

5.8.4.7 Dwelling Status

5.8.4.7.1 Completed Units

5.8.4.7.1.1 Except as otherwise provided in the CSD Technical Reference Manual (TRM), Contractor shall not report a weatherized dwelling as completed nor shall Contractor request reimbursement for a weatherized dwelling until all weatherization measures identified as feasible during the dwelling assessment have been installed, and inspected by a Quality Assurance Inspector, and all inspection fails have been resolved.

5.8.4.7.1.2 Contractor shall not bill for incomplete units or prematurely close a unit with outstanding, unfinished weatherization measures in order to receive reimbursement for work completed. If there are measures found to be non-feasible by crew members after the initial assessment, the reason for the non-feasibility shall be documented in the client file and, the job shall be reported as completed in accordance with subsection 5.8.4.7.1.1.

5.8.4.7.1.3 Contractor shall reimburse CSD for all costs associated with the delivery of weatherization services covered under this Contract to dwellings occupied by household’s ineligible for weatherization assistance at the time such services

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



were provided.

5.8.4.7.1.4 ECIP EHCS

Dwelling units receiving services under ECIP EHCS may be reported as completed and billed immediately upon the completion of ECIP EHCS measures regardless of the completion status of weatherization measures installed in the same dwelling.

5.8.4.7.1.5 If Contractor is not able to complete weatherization or ECIP EHCS direct services during the Contract term, Contractor may complete the dwelling in the next contract year. If Contractor completes the dwelling in the next contract year, Contractor must verify the client meets the income eligibility requirements for the following year in order for the measures and dwelling to be eligible for reimbursement.

5.8.4.7.2 Building Permits

5.8.4.7.2.1 Contractor shall obtain all required permits in accordance with the TRM, prior to the commencement of all work performed, unless work is performed as a result of an emergency requiring immediate action where there is an imminent danger and requesting a permit would hinder the Contractor's ability to resolve the emergency. If an emergency is remedied, Contractor shall apply for a permit as soon as reasonably possible.

5.8.4.7.2.2 Penalties or fines imposed on Contractor or subcontractor by the local authority or building department are not allowable costs.

5.8.4.7.3 Previously Weatherized Dwellings

If the previous weatherization was performed under a nonfederal program or under this Contract, the occupant eligibility must be verified, and Contractor may seek reimbursement for the associated outreach and intake costs.

5.8.4.7.4 Leveraging Funds

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



Contractor may perform services and install energy conservation measures in a qualified dwelling as provided herein and in accordance with requirements of any other CSD program and compatible non-CSD funded program, if in the best interest of the client, provided:

5.8.4.7.4.1 Reimbursement for Weatherization or EHCS activities is claimed only once when LIHEAP and DOE, or any other funding source, are used concurrently in the same unit;

5.8.4.7.4.2 Contractor may divide materials and labor cost of a single measure among LIHEAP, DOE, or other CSD programs when the single measure in question is installed in a dwelling where Weatherization or EHCS services are provided concurrently under these programs; and

5.8.4.7.4.3 Contractor shall not bill multiple funding sources for the same product or service unless costs are allocated in such a manner that billing is not duplicative and Contractor receives no more than the total cost of the products and services provided. In accordance with TRM Appendix E Energy Audit/Priority List Protocol, individual measure leveraging of Audit Driven Measures (ADM) involving the use of DOE and LIHEAP grant funds is allowable under the following conditions:

5.8.4.7.4.4 The package of measures, including the full cost of the measure to be partially leveraged, must have an ADM Package SIR ≥ 1.0. Measures that are not included in this package do not qualify for partial measure leveraging;

5.8.4.7.4.5 Measures must have an SIR < 1.0, but ≥ 0.5, to qualify for partial measure leveraging. The amount billed under both LIHEAP and DOE cannot exceed the total cost of the installation for the measure.

5.8.5 SWEATS

5.8.5.1 Reimbursement shall be in accordance with CPN-E-20-01 SWEATS Policy.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



5.8.5.2 Public Safety Power Shut-Off Preparedness (PSPS) reimbursement shall be in accordance with CPN-E-20-02 PSPS Emergency Preparedness Pilot Policy and CPN-E-20-02M3.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



## ARTICLE 6 - REPORTING POLICIES AND PROCEDURES

### 6.1 Reporting Requirements

6.1.1 General

6.1.1.1 Contractor shall submit required client/job detailed data for Weatherization and ECIP EHCS activities to CSD's Weatherization Database on a monthly basis, for the period in which the service activity occurred and for which reimbursement for the service activity is requested.

Similarly, adjustments shall be submitted for the monthly period in which services occurred.

6.1.1.2 Contractor shall request reimbursement for expenditures associated with all Contract activities (excluding ECIP Fast Track and HEAP Electric and Gas) by reporting in the EARS, in accordance with CPN-E-19-002 Energy Reimbursement Policies and Procedures.

6.1.1.2.1 Expenditures for Admin, Assurance 16, Intake, ECIP WPO, HEAP WPO, ECIP EHCS, SWEATS, and EHA-16 program costs shall be reimbursed through the LIHEAP Monthly EHA 16 Expenditure Activity Report via EARS.

6.1.1.2.2 Expenditures for Weatherization Program Costs and Activities shall be reimbursed through the LIHEAP Monthly Weatherization Expenditure Activity Report via EARS.

6.1.1.2.3 Contractor shall submit adjustments in accordance with CPN-E-19-002.

6.1.1.2.4 Payment to Contractor for any given month shall be contingent upon receipt and approval by CSD of the preceding monthly submission.

6.1.1.3 Contractor shall ensure that the data reported in the Weatherization Database and the request for reimbursement reported in EARS, reconcile in accordance with CPA-E-18-005.

6.1.1.4 Contractor shall submit client details electronically to CORE for ECIP Fast Track, HEAP Electric and Gas, ECIP WPO, and HEAP WPO.

Contractor shall submit to CORE, applications that have received a pledge for ECIP Fast Track or HEAP Electric and Gas to CORE, within the

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



timeframe specified in the Direct Pay Utility Pledge Timeframe document located on the contract page of the CSD Local Agencies Portal.

6.1.1.5 Contractor shall submit requested client files, records, and documents to the File Transfer Protocol (FTP) Server as requested by CSD. CSD shall use Contractor submitted documents to perform an in-house desk review to verify compliance with financial, administrative, and programmatic requirements.

6.1.1.6 Reporting System Requirements

6.1.1.6.1 CSD will provide Contractor with specifications of minor IT reporting changes or other minor changes, and upon receipt of the specifications, Contractor shall implement system changes in their local system within 30 calendar days. Minor changes are those that are routine in nature to begin performance under the Contract such as but not limited to adjustments to the Expenditure Activity Report layout, adding or deleting measures and adjusting eligibility guidelines.

6.1.1.6.2 Major reporting changes, upon receipt of the specifications, shall be implemented in Contractor's local system as negotiated by CSD. Major IT system changes are those changes made to the business rule validations as listed in the most current Weatherization DTR and/or new field lines as outlined in the Data Transfer Reference Document (Schema-Breakdown). The most current Weatherization DTR and Data Transfer Reference Document (Schema-Breakdown) are located on the CSD Local Agencies Portal on the System Specification website page.

6.1.2 Solar Warranty and Maintenance Reporting

Contractors participating in the Solar Water Heating (SWH) Project shall report to CSD whenever warranty work and/or maintenance are required on any Solar Water Heating Systems installed under the SWH Program and CSD's Low-Income Weatherization Program (LIWP). The SWH Warranty and Maintenance Report shall include a written description of the following:

6.1.2.1 Dwelling address at which warranty and/or maintenance work was provided;

6.1.2.2 Reason for warranty and/or maintenance work (what was the problem);

6.1.2.3 The date (or dates) on which warranty and/or maintenance work was

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



provided; and

6.1.2.4 List of the costs charged to the LIHEAP contract for the warranty and/or maintenance work.

The SWH Warranty and Maintenance Report shall be submitted no later than 30 calendar days after the month in which reimbursement for the warranty and/or maintenance work is requested.

The SWH Warranty and Maintenance Report shall be submitted, via email, to wx@csd.ca.gov with the words "SWH Warranty and Maintenance Reports" in the Subject line.

Contractor shall retain all warranty and maintenance reports for the life of the warranty.

6.1.3 CSD Review and Approval of Reports

6.1.3.1 CSD shall review and approve Contractor's monthly reimbursement/activity reports before offsets to advances or reimbursement payments are issued. CSD will conduct an ongoing evaluation of Contractor's performance related to program and fiscal operations and its demonstrated ability to effectively utilize all funds available under this Contract.

6.1.3.2 The issuance of other CSD contracts, including reimbursement payments to the Contractor, shall be contingent upon timely receipt of the required reports and/or compliance with the material requirements of this Contract.

6.1.4 Close-out Report

6.1.4.1 Contractor shall submit on appropriate CSD forms, a close-out report, verifying all actual, allowable, and allocable costs earned during the term of this Contract and return all excess reimbursement and unexpended funds to CSD within 90 calendar days of the expiration of this Contract. If Contractor fully expends funds prior to the end of the contract term, all appropriate CSD close-out forms shall be submitted within 90 calendar days of final expenditure.

6.1.4.1.1 Administrative costs, outreach, intake, Assurance 16, Training and Technical Assistance shall not exceed the maximum allowable amounts.

6.1.4.1.2 Administrative and Assurance 16 costs shall remain proportionate to the cumulative allowable program

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



expenditures for Direct Services and Utility Assistance. Any Administrative and Assurance 16 costs that exceed these limits shall be disallowed.

6.1.4.1.3 Subsequent payments, including advance payments, for LIHEAP or other CSD contracts may be withheld, absent timely receipt of the close-out report of this Contract.

6.1.4.2 The issuance of other CSD contracts, and reimbursement and advance payments for existing contracts, may be withheld, absent receipt of the close-out report which is due no later than 90 calendar days after Contractor fully expends or the end of the Contract term.

6.1.4.3 The close-out report shall include the following:

6.1.4.3.1 Close-out checklist with authorized signature (CSD 733);

6.1.4.3.2 Interest and Program Income Earned Reconciliation Report (CSD 733F);

6.1.4.3.3 Report comparing production estimates, by Service Area, to actual expenditures, what lessons were learned, and what changes in operations and service delivery are anticipated in coming years; and

6.1.4.3.4 Equipment Inventory Schedule (CSD 733G).

6.1.4.4 Interest and Program Income-Earned

Contractor shall use a CSD 733F, LIHEAP Interest and Program Income Earned Close-out Reconciliation, to report actual costs and/or interest income earned and expended. Pursuant to 22 CCR § 100855 and in accordance with CPN-A-18-01 Program Income, program income earned and expended are subject to the expenditure and reimbursement guidelines for the program year in which expenditures occurred.

6.1.4.5 Any weatherization materials purchased with the funds under this Contract and remaining at the Contract expiration shall be credited against Contractor's weatherization materials expenditures under this Contract and charged to whatever other weatherization program Contractor may have in effect. If Contractor has no other weatherization program in effect, CSD shall determine how the materials will be disposed and what, if any, financial adjustments are required.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



# SUBVENTION CONTRACT

# PROGRAMMATIC REQUIREMENTS

## ARTICLE 7 - PROGRAM POLICIES AND PROCEDURES

### 7.1 LIHEAP Agency Local Plan

7.1.1 Contractor shall submit an annual LIHEAP Agency Local Plan to CSD by a date as determined by CSD. The LIHEAP Agency Local Plan is intended to systematize the gathering of planning information to assist CSD with its obligations under federal statute to provide programmatic assurances to the Secretary of the U.S. Department of Health and Human Services under the LIHEAP block grant and to enable the Contractor to plan and propose an annual budget that is consistent with the purposes of the Low-Income Home Energy Assistance Program and reflective of the needs of the local low-income population.

7.1.2 CSD will review the annual LIHEAP Agency Local Plan to ensure compliance with federal and state laws and departmental requirements.

If the LIHEAP Agency Local Plan documents do not indicate that the Contractor's proposed services and activities are in compliance with federal and State law governing the LIHEAP block grant, CSD may require Contractor to amend or supplement the responses or documentation, prior to execution of this Contract by CSD.

7.1.3 CSD's approval of the LIHEAP Agency Local Plan documents submitted by Contractor shall not be construed as approval of any costs expended under this Contract. The approval of all expenditures remains subject to the federal and state requirements that the actual costs be allowable and allocable in accordance with applicable statutes, regulations, and the provisions of this Contract.

### 7.2 Program Standards and Regulatory Requirements

7.2.1 Program Standards

7.2.1.1 Contractor shall adhere to all CSD program standards pursuant to the following documents which have been incorporated by reference and made part of this Contract as if attached hereto:

7.2.1.1.1 CSD Technical Reference Manual (TRM);

7.2.1.1.2 ECIP Policy and Procedures;

7.2.1.1.3 Official State and Federal Program Notices and Guidance Documents;

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



7.2.1.1.4 Current Eligibility and Verification Guide;

7.2.1.1.5 Weatherization DTR; and

7.2.1.1.6 Utility Assistance Data Transfer Business Rules.

7.2.1.2 Upon signing the CSD contract, Contractor is acknowledging receipt of all current technical manuals, policies, and protocols.

7.2.1.3 In the event of inconsistencies between policies and field protocols contained within the TRM and/or the Weatherization Policies and Procedures and this Contract, Contractor shall abide by the terms of this Contract.

7.2.2 Regulations

7.2.2.1 Standards contained in the most current Uniform Building Code and local city and county codes shall take precedence over the CSD TRM if the code requirement is not included in the manual and/or is more stringent.

7.2.2.2 All work performed by Contractor shall be in compliance with the most current and applicable provisions of the California Energy Commission Building Energy Efficiency Standards, Alterations under Title 24, Part 6, of the California Code of Regulations, California Home Energy Rating System (HERS) Program regulations.

7.2.2.3 Services provided to all covered pre-1978 dwellings shall be in compliance with the most current Environmental Protection Agency rules in 40 CFR Part 745 et seq., Lead-Based Paint Poisoning Prevention in Certain Residential Structures, and the Housing and Urban Development rules in 24 CFR Part 35 et seq., and Lead-Based Paint Poisoning Prevention in Certain Residential Structures.

7.2.2.4 All materials utilized for weatherization and ECIP EHCS purposes shall be in conformance with the Department of Housing and Human Services rules in 45 CFR Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.

7.2.2.5 All materials used must be in compliance with TRM material specifications for LIHEAP.

7.2.3 Title 24

7.2.3.1 Contractor shall, when required by its local jurisdiction, obtain a building permit when additions or alterations of existing residential buildings are

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



performed or when a component, system, or equipment of an existing building breaks, cannot be repaired and must be replaced.

7.2.3.2 Title 24 requirements are applicable only to energy conservation measures and Health and Safety replacement of heating, cooling, and water heating appliances performed in dwellings located within specific California Energy Commission (CEC) Climate Zone areas. Requirements to be applied are those specific to the California Energy Commission (CEC) Climate Zone where the dwelling is located. For a listing of the CEC climate zones, refer to the CSD Local Agencies Portal website at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

7.2.3.3 Contractor shall obtain the services of a qualified HERS Rater when required to perform required field verification and diagnostic testing on applicable weatherization measures and building alterations performed under this Contract.

7.2.3.4 The HERS Rater shall be an independent entity from the builder or subcontractor performing the building alteration and/or energy-efficiency improvement being tested and verified and shall have no financial interest in the work performed.

7.2.4 Pre-1978 Dwellings

7.2.4.1 Lead-based paint is presumed to be present in all pre-1978 units unless the dwelling unit has previously been certified by a California Certified Inspector/Risk Assessor to be lead-free.

7.2.4.2 HUD units not previously certified to be lead free, built prior to 1978, and receiving weatherization services in which painted surfaces exceeding de minimis levels are disturbed, require the successful achievement of lead-safe standards after the completion of weatherization services. Contractor shall assure that a third-party California Certified Inspector/Risk Assessor performs the clearance inspection after the completion of weatherization services and that the Assessor deems the weatherized HUD unit as lead-safe.

7.2.4.3 Contractor shall document notification to tenants of multi-unit housing of weatherization and/or renovation activities in common areas using the Notice of Weatherization/Renovation (CSD 320) or approved Contractor's equivalent and Record of Tenant Notification Procedures (CSD 322) or approved Contractor's equivalent.

## 7.3 Prioritization of Services

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7.3.1 Contractor assures that ECIP, HEAP, and Weatherization activities are conducted in accordance with the Agency Local Plan in Article 14.

7.3.2 Activities shall be designed to provide assistance to low-income households in meeting their home energy costs, particularly those with the lowest incomes that pay a high proportion of household income for home energy, and that such methods to be utilized, and shall assure that eligible households, particularly those households with elderly individuals, disabled individuals, or children five years and under are made aware of the assistance available under this Contract.

## 7.4 Service Priority Guidelines

7.4.1 Contractor shall give first priority for services to those households with the lowest income and highest energy burden. In addition, Contractor shall factor into its first priority for services those households with the following vulnerable populations: young children (ages five years or under), disabled, and elderly persons (ages 60 years or older), in accordance with the Agency Local Plan.

7.4.2 Contractor may give first priority for services to those households whose members have life-threatening emergencies.

For the ECIP Fast Track, HEAP Electric and Gas, ECIP WPO and HEAP WPO program components, Contractor shall assign prioritization points consistent with the Agency Local Plan in Article 14.

7.4.3 Due to limited funding, contractors are discouraged from providing either:

7.4.3.1 Energy assistance benefits to households with substantial credit(s) on its utility bills; and/or

7.4.3.2 Weatherization services to dwellings previously weatherized under LIHEAP within the past four years. Contractors shall prioritize services to previously weatherized dwellings in accordance with the Agency Local Plan in Article 14.

7.4.4 Equitable Treatment

Contractor shall ensure that owners and renters receive equitable treatment under this program.

## 7.5 Outreach and Intake Activity Guidelines

7.5.1 Outreach

Contractor shall perform appropriate outreach activities to ensure that households in

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



the service area(s) are informed about all LIHEAP services and have an opportunity to apply for such services.

7.5.2 Intake

Contractor shall use intake program funds for determining eligibility of applicants seeking LIHEAP services. Services include the process of completing an intake application and reviewing applicant documentation. Contractor shall:

7.5.2.1 Establish reasonable hours whereby applicants will have access during regular business hours to seek program information with an assurance that the Contractor shall respond to the applicant's request within a reasonable amount of time;

7.5.2.2 Ensure applicants have access to applications, whether in hardcopy, electronic format, during regular business hours. Contractors whose offices are not staffed Monday through Friday must arrange for alternative points of access to LIHEAP applications. Contractor may satisfy this requirement by posting their application for download on their website or post a link directing applicants to an application posted at CSD's website at www.csd.ca.gov or at alternate location(s) or by mailing applications;

7.5.2.3 Accept applications for assistance during regular business hours;

7.5.2.4 Accept applications for ECIP Fast Track and WPO at sites that are geographically accessible to all households in the area served by Contractor;

7.5.2.5 Provide low-income individuals who are physically infirm with the means to submit applications for HEAP and ECIP without leaving their residences;

7.5.2.6 All sites where intake is conducted must be accessible to the disabled;

7.5.2.7 Contractor shall utilize the Energy Intake Form (CSD 43), or approved Contractor's equivalent, as a multipurpose form for referrals to the LIHEAP Weatherization program, the ECIP EHCS program, HEAP program, and DOE program; and

7.5.2.8 If Contractor opts to "pre-screen" applicants for benefits by discussing eligibility criteria and by counseling potential clients in advance of their completing and submitting an Energy Intake Form (CSD 43) or approved Contractor's equivalent, Contractor must apply income guidelines and Contractor's Priority Plan when prescreening applicants. If the applicant appears to be ineligible, Contractor must so inform the applicant but must

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nevertheless notify prescreened applicants of the right to apply for benefits upon changes in the prescreened applicant's circumstances and status. Energy Intake Form (CSD 43) or approved Contractor's equivalent must be provided to a potential client upon request, whether or not a prescreening process is employed.

7.5.3 Applicant Written Notification of Benefits

Within 15 business days of receiving an application Contractor shall provide the applicant written or electronic notification of the application status, indicating whether the application has been approved, denied, deemed incomplete, or is still pending review.

7.5.3.1 If approved, the notice shall indicate the nature and an approximate timeframe in which the utility assistance payment will be provided and when weatherization services may be scheduled or if a referral was made to for weatherization services. The name of the utility company and the amount of the benefits also shall be included in the notification for Utility Assistance.

7.5.3.2 If denied, the notice shall indicate the reason for the denial and information regarding the appeal process.

7.5.3.3 If incomplete, the notice shall indicate what additional information or documentation is required.

7.5.3.4 If pending review, the notice shall provide a revised estimate of when the status of the application will be determined. Contractor must follow-up with a notification when a determination has been made.

7.5.3.5 If added to the waitlist for weatherization and the application is not processed, the notice shall provide the amount of time the application will be kept on file, disclaimer that the applicant is not guaranteed services and how applications are prioritized for services.

## 7.6 Assurance 16 Activity Guidelines

Assurance 16 program funds shall be used for services that encourage and enable households to reduce their home energy needs and thereby the need for energy assistance such as needs assessment, client education and budget counseling, and coordination with utility companies. These funds may not be used to identify, develop, and/or demonstrate leveraging programs.

7.6.1 Needs Assessment

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



Contractor must conduct a needs assessment for each client who submits an application that shall include computing the energy burden of each applicant's household and prioritizing households in accordance with Agency Local Plan in Article 14.

7.6.2 Client Education/Budget Counseling – General Requirements

Contractor shall provide all recipients of energy assistance under this Contract with applicable energy conservation information and budget counseling in accordance with the Contractor's approved Agency Local Plan in Article 14. As a minimum Contractor shall include the following:

7.6.2.1 Information regarding the importance of applying for energy assistance prior to falling behind in utility payments and information concerning various utility company budget payment plan(s) and other forms of energy assistance offered within the State;

7.6.2.2 Written information that describes energy-saving behavioral adjustments that will decrease the energy consumption of the household; and

7.6.2.3 Resource information, referral, family, and budget counseling in order to assist clients in achieving self-sufficiency.

7.6.3 Client Education/Budget Counseling – Weatherization and ECIP EHCS Specific

7.6.3.1 In addition to the above provisions, Contractor shall place in the client's file the Client Education Confirmation of Receipt (CSD 321) or approved Contractor's equivalent that substantiates that the client was provided with energy conservation, budget counseling, lead-based paint safe, mold and moisture, radon, and asbestos education.

7.6.3.2 Contractor shall provide the EPA pamphlet, "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools."

7.6.3.3 Contractor shall provide to all clients the EPA pamphlet, "A Brief Guide to Mold, Moisture, and Your Home."

7.6.3.4 Contractor shall provide the client with a description of the benefits that the client can expect to receive as a result of the weatherization measures installed and diagnostic tests performed in the dwelling.

7.6.3.5 Contractor shall provide the client with an explanation of the effect of each measure in terms of preventing air infiltration or the escape of heated or cooled air from the dwelling and how to maximize the effect of such

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



measures.

7.6.3.6 Contractor shall provide all clients with the EPA pamphlet, "A Citizen's Guide to Radon: The Guide to Protecting Yourself and Your Family from Radon."

7.6.3.7 The California Department of Public Health fact sheet FAQs "About Asbestos in the Home and Workplace".

7.6.4 Coordination

7.6.4.1 Contractor shall refer all potentially eligible applicants, including HEAP applicants, to the LIHEAP Weatherization Program, ECIP EHCS, California Alternative Rates for Energy Program (CARE), Reduced Rate Program (RRP), Arrearage Management Payment (AMP) Plan, DOE, or other energy or conservation programs. Contractor shall coordinate its activities with other federal, state, or local energy conservation programs with the goal of conserving energy, improving thermal efficiency, or defraying energy costs of low-income households.

7.6.4.2 Contractor shall provide assistance in coordinating the payment of client's energy/utility bill with the appropriate energy vendor or utility company. Contractor may also perform other coordinative activities with energy vendors/utility companies to provide input relative to the energy assistance needs of California's low-income households and a proactive educational concept in serving clients. This includes attending the California Public Utilities Commission's Low-Income Oversight Board Committee meetings.

## 7.7 Leveraging Activities

7.7.1 When ECIP EHCS services are provided Contractor shall refer, schedule or recommend a subsequent weatherization assessment, in accordance with the CSD TRM.

7.7.2 Leveraging weatherization funds may be used to install feasible measures in accordance with the CSD TRM. Client files shall be documented accordingly.

7.7.3 If Contractor is leveraging with non-CSD funded programs to meet CSD program requirements, then Contractor shall ensure that any non-CSD leveraged-funded activity performed in conjunction with the Weatherization and/or the ECIP EHCS program, is in conformance with weatherization guidelines. If permitted by the leveraged-funding source, Contractor shall document within the Weatherization and/or ECIP client file the activity performed, date of the activity performed, and the source of the leveraged funds. If the leveraged-funding source prohibits the disclosure

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



of such information, Contractor shall as a minimum make reference to the leveraged activity within the weatherization and/or ECIP client file.

7.7.4 If Contractor is leveraging with DOE, all DOE requirements shall apply.

7.7.5 CSD may use information about leveraged activities paid for with funds from leveraged-funding source for the purpose of verifying the delivery of services. CSD may review and verify or use a third-party inspector to review and verify that the leveraged-funded activities conform to applicable LIHEAP standards and practices.

## 7.8 Record-Keeping Responsibilities

7.8.1 Contractor shall maintain client intake/needs assessment form(s) for Weatherization, HEAP, and ECIP, together with appropriate supporting documentation and shall maintain separate client files containing supporting documents related to disqualifications, denials, and appeals for each applicant who is not certified as being eligible to receive assistance.

7.8.2 Contractor shall ensure that the ECIP Home Energy Supplier Assurance (CSD 416) or approved Contractor's equivalent is completed by each nonregulated utility company, e.g., propane suppliers, wood suppliers, etc., providing services to clients of this Contract.

7.8.3 Contractor shall make a reasonable effort to collect the completed Client/Customer Consent Form and Authorization to collect energy usage data when the client applying for services is not the person listed as the account holder of the utility bill. Client services shall not be denied if the client or bill account holder refuses to sign the consent form.

7.8.4 All Client Files – General Requirements

Contractor shall maintain a separate file for each applicant by either a hard copy or electronic file, or a combination of both. Contractor must ensure that the method selected to maintain files does not impose unreasonable effort in CSD's ability to review any files. These files shall include, the following documentation, when applicable:

7.8.4.1 For Public Agencies only: Statement of Citizenship, Alienage and Immigration Status for Public Benefits, (CSD 600), and supporting documents;

7.8.4.2 Energy Intake Form (CSD 43) or approved Contractor's equivalent. Priority points must be written in the designated space on the Intake form;

7.8.4.3 Multi-Family Property Intake Form (CSD 43 MFP) or approved

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



Contractor's Equivalent;

7.8.4.4 Utility/energy bill(s) for all sources of energy used by qualified households;

7.8.4.5 Documentation supporting eligibility in accordance with the Eligibility and Verification Guide;

7.8.4.6 Client Education Confirmation of Receipt (CSD 321) or approved Contractor's equivalent that substantiates that the client was provided services in accordance with Assurance 16 requirements;

7.8.4.7 Client denial or approval notification; and

7.8.4.8 Client/Customer Consent Form and Authorization (CSD 081) – Only requested when the client is not the account holder of the utility bill.

7.8.5 Client Files - ECIP Fast Track, ECIP WPO, HEAP, and WPO

Contractor shall maintain the following documents for each applicant receiving cash assistance services, as applicable:

7.8.5.1 Documentation that substantiates the requested ECIP Fast Track supplemental payment including the total amount due (at the time of intake) to the utility company, reconnection fees, and any other assessed utility fees/surcharges; it shall provide the condition(s) that establishes eligibility for benefits in accordance with ECIP Fast Track Benefit Determination Section 8.3 in subsection 8.3.3.3; and

7.8.5.2 Documentation that substantiates the requested ECIP WPO and WPO payment and supplemental payment in accordance with CPA-E-21-04 and CPA-E-21-04E WPO Benefit Formula Policy.

7.8.5.3 Documentation substantiating the portion of rent that is allocated toward energy costs.

7.8.6 Client Files - Weatherization and/or ECIP EHCS Specific

Contractor shall maintain the following documents for each applicant receiving weatherization and/or ECIP EHCS services, if applicable:

7.8.6.1 CSD Dwelling Assessment (CSD 540 series which includes: 540 Dwelling Assessment, 540A Weatherization Mold Assessment and Release, 540B Optional Customer Assessment Summary, 540C Whole-Dwelling Ventilation Calculation Worksheet, 540D Mechanical Ventilation

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



Assessment, and 540E Refrigerator SIR Calculation Sheet) or approved Contractor's equivalent;

7.8.6.2 Combustion Appliance Safety Inspection (CASIF) (CSD CASIFs 700 or CSD 702 series);

7.8.6.3 Shell Leakage Data Sheet (CSD 704);

7.8.6.4 Duct Test Data Sheet (CSD 706);

7.8.6.5 CSD Weatherization Deferral (CSD 542) and other source documentation supporting deferrals and appeals;

7.8.6.6 Notice of Weatherization/Renovation (CSD 320) or approved Contractor's equivalent;

7.8.6.7 ECIP EHCS Assessment (CSD 57);

7.8.6.8 Record of Tenant Notification Procedures (CSD 322) or approved Contractor's equivalent;

7.8.6.9 Energy Service Agreement for Occupants (CSD 515A) or approved Contractor's equivalent;

7.8.6.10 Energy Service Agreement for Rental Property Owners (CSD 515B) or Contractor's equivalent;

7.8.6.11 Contractor Post-Weatherization Inspection Report (CSD 611);

7.8.6.12 Multi-Unit Dwelling Unit Eligibility Certification (CSD 75P) or approved Contractor's equivalent;

7.8.6.13 Client confirmation of work completed;

7.8.6.14 Required building permits or buildings permit applications, or documentation of permit cost; and documentary evidence of final permit;

7.8.6.15 Copy of lead clearance inspection by a California Certified Inspector/Risk Assessor for applicable pre-1978 HUD units;

7.8.6.16 Waivers from CSD to exceed maximum costs of weatherization measures;

7.8.6.17 Documentation that substantiates all actual labor hours including a time and activity log associated with each job;

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



7.8.6.18 Documentation of weatherization measures installed and leveraged with other CSD and non-CSD weatherization program funds;

7.8.6.19 Documentation that substantiates the criteria and basis for replacement of gas and electric appliances, including results of required diagnostic tests, and the non-feasibility of Mandatory Measures not performed or installed;

7.8.6.20 Documentation indicating the manufacturer, manufacture date, make, and model and metering information for all refrigerator replacements;

7.8.6.21 Documentation referring to CSD or non-CSD weatherization;

7.8.6.22 Documentation of HERS inspection report and a copy of the invoice from the HERS Rater, in addition to the Residential Compliance Form (CF-1R, CF-4R and CR-6R);

7.8.6.23 Documentation providing evidence that the client receiving disaster-related services was a victim of a natural disaster;

7.8.6.24 All Historic Preservation Online (HPO) review documentation, including copies of the printed Project Description sheet (PDS) and HPO site e-mails;

7.8.6.25 Photographic documentation as required by the CSD TRM;

7.8.6.26 Building File Report (BFR) and Improvement Analysis Report (IAR) in each client file and retention of electronic audit file;

7.8.6.27 Documentation of attempts to schedule post-weatherization inspection appointments if inspection could not be performed;

7.8.6.28 Lead Safe Weatherization and Lead Renovation, Repair and Painting Compliance Report (CSD 708);

7.8.6.29 Notice of Survey by Electrical Contractor (CSD 543);

7.8.6.30 REM Energy Audit Entry Form (CSD 544);

7.8.6.31 Insulation Certificate (CSD 610); and

7.8.6.32 REM/Design Multi-Family Input Sheet (CSD 808).

7.8.7 Client Files – SWEATS Specific

Contractor shall maintain the required documents for each applicant receiving

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



services under SWEATS in accordance with CPN-E-20-01 SWEATS Policy.

7.8.8 Translation of Forms

Contractor shall use a certified translator deemed qualified by the Contractor when translating CSD forms that require a client/customer signature into a foreign language.

7.8.9 Weatherization and ECIP EHCS Specific

7.8.9.1 Labor and Materials

7.8.9.1.1 Contractor shall maintain documentation in such a manner that include job references and total labor hours so that actual costs and actual labor hours billed to the weatherization and ECIP EHCS programs can be substantiated.

7.8.9.1.2 Contractor shall document all costs expended under this Contract with purchase orders, inventory records, and payroll records identifying the funding source.

7.8.9.1.3 Contractor shall maintain documentation in such a manner to prove that materials used under this program conform to the requirements contained within the CSD TRM and state, county, or local regulations.

7.8.9.2 Training

Contractors who perform weatherization and ECIP EHCS services are required to input, update, and maintain employee data in the CSD Training Database. The Training Database is located and maintained on the CSD Local Agencies Portal and is a repository for Contractor and their subcontractors to track and monitor employees' completed trainings as they progress through the CSD training curriculum. The Training Database shall also document all training received for each employee and shall include for each training session/course the source/location, type/content, and completion date.

7.8.9.2.1 CSD shall maintain all training records in the Training Database for trainings completed through the CSD Online Weatherization Training Center, CSD-approved Training Centers, and field or classroom training provided by CSD or its agents.

7.8.9.2.2 Contractors shall maintain all training records in the Training

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



Database for trainings provided by third parties for OSHA 10, OSHA 30, and EPA Renovator certifications as designated by CSD.

7.8.9.2.3 Contractors shall be responsible for maintaining the required training records in the same manner for their subcontractors.

7.8.9.2.4 Contractors shall update the Training Database employee information on or before the first day of each subsequent month.

7.8.9.3 Equipment

7.8.9.3.1 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.

7.8.9.3.2 Contractor and subcontractors who perform shell leakage testing and duct leakage diagnostic tests shall maintain the Manometer Calibration Log (CSD 786) documenting the calibration of all manometers as required.

7.8.9.3.3 Contractor and subcontractors who keep an inventory of portable appliances for the SWEATS program shall maintain a log documenting the location of all portable appliances on loan and in reserve. The log shall document the retirement or loss of the equipment.

7.8.9.4 Energy Audits

7.8.9.4.1 Contractor shall maintain electronic records generated from the REM/Design audit software for the required period of three years from submission of final report or until resolution of all related audit or monitoring findings, enforcement action, including cost disallowance, legal proceedings or other pending matters, whichever is later in accordance with Section 4.3.

7.8.9.4.2 Contractor shall make all records generated from the REM/Design audit software accessible to CSD, or a third-party inspector acting on CSD's behalf, for the purpose of a third-party inspections or monitoring.

7.8.9.4.3 Contractor shall submit all REM audits through the CSD Energy Audit Submittal System, including the initial audit

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



submittal and resubmittals reflecting changes based on CSD feedback. A final audit shall also be submitted to address one or more of the following:

7.8.9.4.3.1 Changes in measure cost; input of final duct or shell leakage readings, in lieu of estimated leakage used for initial improvement analysis;

7.8.9.4.3.2 Changes to the final scope of work; any decisions related to full or partial measure leveraging.

7.8.10 Automation

7.8.10.1 Contractor shall use an automated application system capable of supporting LIHEAP's (Weatherization, ECIP EHCS, ECIP WPO, and HEAP WPO) data collection, reporting requirements, and client data transmission to CSD. No database transfer will be accepted prior to the completion of successful data file transfer testing to CSD. Contractor shall submit the data in accordance with CSD's Weatherization DTR layout found at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx. Contractor shall exercise best practice and perform a daily backup of all client data/application systems that capture LIHEAP service detail. Contractor shall assure that adequate files are maintained as required in Section 7.8.

7.8.10.2 Contractor shall also be responsible for monitoring the CORE online reports and for resolving payment issue(s) related to the delivery of benefits. The Agency Allocations/System Maintenance screen shall display historical and current detail level of program allocation information, summarizing Contractor's annual program allocation, expenditures, and returned benefits eligible for reissuance, if any. The Variance Report shall display the detail level of benefit information whereby the eligible benefit amount differs from the paid benefit amount. For resolution of partial credit returns, Contractor shall be responsible for following up with the client to resolve payment issue(s) and for providing CSD with the necessary information to reissue benefit(s). For full credit returns and warrant redeposits, Contractor shall be responsible for resolving and updating client data in CORE to reissue benefit(s).

7.8.10.3 Utilizing reporting options available within the CORE On-Line System, Contractor shall be responsible for generating HEAP and ECIP (Fast Track) reports to attain data specific to the following: rejected records, intake data, client and payment status, expenditures and current allocation balance, returned benefits, summarized county energy costs and burden, and a year-to-date goal status.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



## ARTICLE 8 - PROGRAM IMPLEMENTATION

### 8.1 HEAP/WPO Activity Guidelines

8.1.1 Applicant Eligibility

8.1.1.1 Assistance shall be available only to households with incomes that do not exceed an amount equal to 60% of the State median income.

8.1.1.2 Income verification must be for one month. For acceptable types of documentation and processing timeframes, refer to the current LIHEAP Eligibility and Verification Guide at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx.

8.1.1.3 Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for WPO to determine the client's energy burden.

8.1.2 Eligible households may receive only one ECIP Fast Track/WPO, or HEAP/WPO payment per program year. However, Contractor can use program income to provide a supplemental ECIP Fast Track/WPO or HEAP/WPO for clients experiencing an extenuating circumstance. In addition to receiving one ECIP (Fast Track/WPO) or HEAP/WPO payment and/or supplemental program income benefit payment, eligible households may receive ECIP EHCS services and/or other weatherization services.

8.1.3 Contractor must ensure that the issuance of HEAP WPO benefits are in accordance with CPA-E-21-04 WPO Benefit Formula Implementation.

8.1.4 Contractor must exercise due care to ensure that duplication of ECIP Fast Track/WPO or HEAP/WPO payments does not occur at any time during the term of this Contract.

8.1.5 Once applicants meet the eligibility and prioritization criteria and funds are available:

8.1.5.1 Contractor shall complete the ECIP/HEAP Payment Request Confirmation (CSD 415) or approved Contractor's equivalent form or approved Contractor's equivalent process that confirms payment was made to the client's account. If the client does not have an account, confirmation of the delivery of the benefit to the client is required;

8.1.5.2 Contractor shall make payments directly to energy vendors on behalf of clients whose energy sources are wood, propane, or oil;

8.1.5.3 CSD will not make payments to clients for WPO assistance; and

8.1.5.4 Before paying energy vendors, Contractor shall verify that charges for the

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



services and goods provided are reasonable and within fair market value.

8.1.6 Contractor shall notify the applicant of the recipient household, in writing, when payments are made directly to an energy vendor for wood, propane, or oil on their behalf.

8.1.7 Contractor shall forward payments for WPO on behalf of applicants to corresponding energy vendor within 60 calendar days from the date obligation was incurred, unless a formal contract, approved by CSD, between Contractor and vendor provides for other terms.

## 8.2 Weatherization Activity Guidelines

8.2.1 Applicant Eligibility

8.2.1.1 Assistance shall be available only to households with incomes that do not exceed an amount equal to 60% of the State median income.

8.2.1.2 Income verification must be for one month. For acceptable types of documentation, refer to the current LIHEAP Eligibility and Verification Guide at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx.

8.2.1.3 Contractor shall certify a household's income eligibility prior to the delivery of energy program services.

8.2.1.4 The income certification shall remain in effect for a period of 120 days from the date applicants are deemed eligible for services.

8.2.1.5 Contractor shall recertify household's income eligibility by obtaining updated income verification documentation if the dwelling assessment has not been completed within 120 days from the income certification date.

8.2.1.6 In the event the Contractor is unable to perform all weatherization services within the 180 days from dwelling assessment date, Contractor shall obtain updated income verification documentation to recertify the household's income eligibility.

8.2.1.7 Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for wood, propane, and oil to determine the client's energy burden.

8.2.2 Dwelling Eligibility

8.2.2.1 Contractor shall perform the assessment of weatherized dwellings within 120 days of the income certification date to receive weatherization

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



assistance services.

8.2.2.2 Contractor shall complete the post-combustion appliance safety test within 60 days from the date of the pre-combustion appliance safety test. In the event the Contractor is unable to perform the work associated with the combustion appliance safety testing and the post-combustion appliance safety test within the 60-day period, Contractor shall perform another pre-test for the dwelling prior to commencing the delivery of any form of weatherization assistance services.

8.2.2.3 Contractor shall complete weatherization services within 180 days from the date of the original assessment of a dwelling.

8.2.2.4 Permission to Provide Services

8.2.2.4.1 Contractor shall obtain written permission of the owner-occupied dwelling from the tenant and the owner (or owner's agent) to perform any weatherization services. Such permission shall be recorded on the Energy Service Agreement for Occupant (CSD 515A) or approved Contractor's equivalent or the Service Agreement for Rental Property Owner (CSD 515B) or approved Contractor's equivalent.

8.2.2.4.2 If during the course of performing weatherization services in a dwelling, Contractor identifies that significant structural and/or engineering changes may occur, Contractor shall re-obtain written permission of the owner-occupant dwelling from the owner of a rental unit prior to continuing with the scheduled work.

8.2.2.5 Rent Increase Restrictions

8.2.2.5.1 For a period of two years after weatherization work has been completed on a dwelling containing a unit occupied by an eligible household, the tenants in that unit (including households paying for their energy through their rent) will not be subjected to rent increases unless those increases are demonstrably related to matters other than the weatherization work performed.

8.2.2.5.2 Tenants shall be given a written summary of these conditions with the current telephone number of the Contractor with instructions on how to file a complaint should these conditions not be met. Contractor shall investigate all complaints filed and shall forward a copy of all written complaints to CSD or, if a

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verbal complaint has been made, contact CSD with the details of the complaint-including date complaint was made, date investigations began, and results.

8.2.2.5.3 CSD will evaluate the merits of the complaint and all supporting documentation. If CSD determines a complaint is valid, CSD may pursue collection activities against the landlord in the amount equal to the weatherization work performed on that unit and/or building.

8.2.2.6 Multi-Unit Dwellings

8.2.2.6.1 In accordance with 10 CFR § 440.22(b) (2), Contractor may weatherize the whole building containing rental dwelling units when 66% (50% for duplexes and four-unit buildings) or more of the dwelling units in the building are income eligible:

8.2.2.6.1.1 Are eligible dwelling units, or

8.2.2.6.1.2 The dwelling units will become eligible (occupied by eligible low-income tenants) within 180 days under a federal, state, or local government program for rehabilitating the building or making similar improvement to the building.

8.2.2.6.2 If dwelling units are qualified for services through a federal, state, or local government rehabilitation program, documentation to verify participation in the rehabilitation program is required in the master job file.

8.2.2.6.3 Contractor shall complete a Multi-Unit Dwelling Unit Eligibility Certification (CSD 75P) or approved Contractor's equivalent for each building and shall maintain a copy in each individual client file.

8.2.2.6.4 Contractor shall certify unit eligibility by completing Energy Intake Form (CSD 43) or approved Contractor's equivalent for each dwelling unit in each building. Certification of eligibility by the owner/manager of the occupants of the building is not acceptable.

8.2.2.6.5 No undue or excessive enhancement shall occur to the value of the dwelling units.

8.2.2.7 Previously Weatherized Dwellings

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



8.2.2.7.1 Once a dwelling has been submitted to CSD for reimbursement as a completed unit, any subsequent weatherization services provided to the dwelling shall be considered reweatherization, unless the work performed is for a call-back as specified in 8.2.2.8 below.

8.2.2.7.2 A previously applied measure may be reinstalled during its useful life term, as described in the Reimbursement Rates for Weatherization and EHCS Activities, due to premature failure or if the measure was destroyed by the prior-occupying household. Justification for the replacement must be documented in the client file.

8.2.2.7.3 Unoccupied multi-unit dwellings previously weatherized in accordance with this Contract and which receive appliance repair and/or replacement services upon occupation by an eligible tenant, shall be deemed re-weatherized dwellings.

8.2.2.7.4 If a dwelling has been previously weatherized under a CSD or another federal or non-federal program, Contractor may provide previously unapplied mandatory and optional measures within the dollar limits of this Contract.

8.2.2.8 Call-back

Services provided in a previously weatherized dwelling to correct a previously installed measure within the warranty period or as a result of a CSD inspection finding is a call-back and is allowable. Demographics for a callback are not included for reporting purposes.

8.2.2.9 Ineligible Dwellings

8.2.2.9.1 Contractor shall not weatherize a dwelling unit that is designated for acquisition or clearance by a federal, state, or local program within 12 months from the date of completion of the proposed weatherization.

8.2.2.9.2 Contractor shall not weatherize any dwelling under this Contract unless the property owner agrees to all the terms and conditions of the CSD Dwelling Assessment Form (CSD 540) and signs the Energy Service Agreement for Occupant (CSD 515A) or Service Agreement for Rental Property Owner (CSD 515B).

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



8.2.2.9.3 No institutional or commercial building including, but not limited to, universities, schools, nursing homes, hospital, shelters, or group homes, may be weatherized under this Contract.

8.2.3 Minimum Requirements for Weatherization Services

8.2.3.1 Contractor must install all feasible weatherization measures in accordance with the CSD TRM.

8.2.3.2 Single-family detached and other single-story dwellings that have not been previously weatherized under a CSD program or another program may be weatherized under this Contract only if:

8.2.3.2.1 Ceiling Insulation plus two additional Mandatory Measures are installed, or

8.2.3.2.2 In the event Ceiling Insulation is already installed or otherwise not feasible, at least three Mandatory Measures are installed.

8.2.3.3 Multi-unit dwellings that have not been previously weatherized under a CSD program or other program may qualify for weatherization services only if ceiling insulation plus two additional Mandatory Measures are installed or, in the event ceiling insulation is already installed or otherwise not feasible,-at least three Mandatory Measures are installed.

8.2.3.3.1 Installation of ceiling insulation shall be counted as a ceiling insulation measure for each unit within that building envelope.

8.2.3.3.2 Installation of a common water heater shall qualify as a Mandatory measure for each unit served by the same water heater.

8.2.3.4 If the required minimum number of weatherization measures cannot be installed due to the deferral of measures, then the entire unit shall be deferred in accordance with the CSD TRM.

8.2.3.5 The minimum number of weatherization measures may be leveraged with other weatherization programs. All leveraged measures used to fulfill the minimum number of required weatherization measures shall meet CSD installation standards.

8.2.3.6 Contractor may complete weatherization services on agriculture housing units or multi-family units if each unit is separately metered and the services will result in a cost savings to the tenant.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



8.2.4 Dwelling Assessments

8.2.4.1 Contractor shall assess the dwelling of each eligible applicant to determine if the unit is structurally sound and not in need of extensive repairs.

8.2.4.2 Contractor shall determine whether the dwelling meets the criteria for a Historic Preservation Review pursuant to subsection 8.2.4.7.2.

8.2.4.3 Contractor shall ensure that all dwelling assessments are performed by trained individuals possessing all the required skill and training as specified in Section 9.1, Training Requirements. In addition, Assessors must complete all required online based training courses to include: Environmental Hazard, Lead Safe Weatherization, and Health and Safety.

8.2.4.4 Contractor shall ensure job separation between staff performing dwelling assessments and the crew personnel responsible for performing the actual installation of weatherization measures. Assessors may not install weatherization measures in the same dwelling where the assessor performed the assessment for weatherization services.

8.2.4.5 If Contractor elects to subcontract with entities outside of CSD's network of Local Service Providers for the full installation of weatherization measures, the subcontractor performing the installation of weatherization measures shall not perform the dwelling assessment. Contractor shall ensure job separation by using Contractor's staff or another subcontractor to perform the dwelling assessments.

8.2.4.6 Contractor shall provide written documentation or notification to the owner-occupant and the owner of a rental unit or owner's agent and inform the tenant of any significant structural and engineering changes required to complete the weatherization work before the specified work commences.

8.2.4.7 Dwelling Assessment Performance

8.2.4.7.1 Dwelling assessments shall include the following required activities:

8.2.4.7.1.1 The visual assessment of the eligible dwelling to identify safety and structural hazards conditions present within the dwelling that may limit ability to perform any or all of the required weatherization services in accordance with CSD weatherization guidelines and terms of this Contract. Assessor shall

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



disclose all noted safety and structural hazard conditions to the property owner and tenant, where applicable;

8.2.4.7.1.2 The visual inspection and pre-CAS diagnostic testing of all combustion appliances as to identify the presence of combustion appliance safety conditions within the occupied living space and requiring immediate attention and the offering of prescribed list of health and safety measures needed to remedy noted conditions; and

8.2.4.7.1.3 The visual inspection of dwelling to identify any structural deficiencies and/or barriers inhibiting the ability for required pressurized diagnostics to occur. Assessor shall also inform client of the various types of diagnostic testing to be performed within the dwelling, including the general nature and benefits of each form of required diagnostic testing.

8.2.4.7.2 Historic Preservation Review of Dwellings

8.2.4.7.2.1 To ensure compliance with Section 106 of the National Historic Preservation Act (54 USCS §§ 100101 et seq. & 300101 et seq., former 16 USCS §§ 470 et seq.), CSD will establish appropriate procedures for historic property review standards as outlined by a Programmatic Agreement with the State Historic Preservation Office. The established review standards will be utilized for weatherization activities conducted under the LIHEAP on dwellings that are 45 years or older. For purposes of this Contract, the historic review shall be known as the Historic Preservation Review.

8.2.4.7.2.2 Contractor shall ensure that a Historic Preservation Review is completed on a dwelling that is either: (1) 45 years or older, (2) located within a historic district, or (3) considered to be of exceptional importance under the National Register Criteria for Evaluation pursuant to 36 CFR § 60.4.

8.2.4.7.2.3 When a dwelling assessment is performed and the dwelling is determined to meet any of the criteria specified in subsection 8.2.4.7.2.2, Contractor shall

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



initiate the Historic Preservation Review process pursuant to DOE WAP ARRA No. 010.

8.2.4.7.3 Combustion Appliance Safety (CAS) Tests

8.2.4.7.3.1 The completion of the entire combustion appliance safety (CAS) test is required on all dwellings with combustion appliances.

8.2.4.7.3.2 If it is determined during the CAS test that the dwelling unit contains a condition that is hazardous to the occupants, proper steps must be taken to alleviate the hazard. In these cases, infiltration reduction measures may not be installed until the hazard has been corrected; however, Contractor may install non-infiltration measures in the interim, until the CAS condition is corrected.

8.2.4.7.4 If the dwelling unit is not eligible because of the need for extensive repair, the unit shall not be serviced, and 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.

8.2.4.7.4.1 Documentation of such ineligibility due to the need for extensive repairs shall be recorded on the CSD Weatherization Deferral (CSD 542).

8.2.4.7.4.2 If the applicant can obtain the necessary repairs to make the dwelling unit eligible for weatherization services, weatherization activities may be accomplished following the repair work.

8.2.4.8 Contractor shall ensure the health and safety of weatherization personnel in carrying out activities funded under this Contract. In the event the weatherization of a dwelling threatens the general health and safety of weatherization field personnel, Contractor shall take measures to ensure the safety of the personnel and thoroughly document the incident(s) utilizing the CSD Weatherization Deferral (CSD 542). The deferral form does not need to be signed by the client where weatherization personnel construe the client or occupants of the dwelling to be threatening and hostile. If unable to get a signature, a certified letter shall be sent to the owner, along with the tenant if the residence is a rental.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



8.2.5 Diagnostic Testing

8.2.5.1 Contractor shall perform the shell leakage diagnostic testing only for shell sealing purposes on a minimum of 20% of the total SFD (one to four units) including mobile homes**,** and a minimum of 5% of MUD (five or more units) weatherized under this Contract. Shell leakage diagnostic testing shall be proportionate to the number of completed units for each quarterly period.

8.2.5.2 Following a determination that no combustion byproduct hazards exist, Contractor shall perform pressure diagnostic guided infiltration reduction using a pre-weatherization shell leakage test.

8.2.5.3 Duct Blaster diagnostic testing shall be required on all dwellings with forced-air systems.

8.2.5.4 Contractor shall ensure that all dwelling diagnostic tests are performed by trained individuals possessing all the required skill and training as specified in Section 9.1, Training Requirements.

8.2.5.5 If an unvented space heater is being utilized, infiltration reduction measures shall not be applied unless venting is installed, or the unit is replaced.

8.2.6 Health and Safety Measures

8.2.6.1 Prior to the performance of any heating/cooling service, a qualified technician must perform a diagnostic inspection of the primary heating/cooling appliance to assess operational performance.

8.2.6.2 Contractor is authorized to mitigate health and safety hazards in accordance with the CSD TRM.

8.2.6.3 Health and Safety Measures and Mandatory Insulation Measures must be installed in priority order. Other Mandatory Measures must be installed before optional measures, and no measure shall be excluded, unless the:

8.2.6.3.1 Shell leakage and/or pressurized duct diagnostic test indicates that installation of the measure is not necessary;

8.2.6.3.2 Dwelling already has that measure in place;

8.2.6.3.3 Measure cannot be properly installed;

8.2.6.3.4 Client refuses installation (client refusal is to be documented

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



and placed in file);

8.2.6.3.5 Maximum dollar limit is reached; or

8.2.6.3.6 Measure is not needed or required.

8.2.6.4 After Health and Safety Measures have been addressed, Insulation Measures, if feasible, must be installed prior to the installation of any other Mandatory and Optional Measures. Non-Mandatory Measures including Infiltration Reduction, General Heat Waste, and Electric Base Load Measures need not be installed in priority order.

8.2.6.5 If a health and safety hazard is found to exist that requires replacing or repairing a combustion appliance, the cost of which will preclude the installation of the required number of Mandatory Measures for a unit to be weatherized, the dwelling may qualify for weatherization under the following conditions:

8.2.6.6 The combustion appliance is repaired or replaced; and

8.2.6.7 All remaining feasible Mandatory Measures are installed up to the maximum dollar limit.

8.2.6.8 If the dollar limit has not been reached in installing feasible Mandatory Measures, Contractor may install optional measures.

8.2.6.9 Health and Safety Measures

8.2.6.9.1 The following guidelines are restricted to occupied SFD and/or MUD units:

8.2.6.9.1.1 A residential heating source that qualifies for repair and replacement services must be a single, pre-existing heating appliance, serving as the dwelling's primary heating source; and

8.2.6.9.1.2 A residential cooling source that qualifies for cooling services must be a single, pre-existing cooling appliance, serving as the dwelling's primary cooling source, limited to mechanical air conditioners, central and window/wall air conditioners, and evaporative coolers.

8.2.6.9.2 Any and all health and safety heating/cooling appliance services shall be performed in accordance with the following

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



guidelines:

8.2.6.9.2.1 All repair and replacement services are limited to dwellings with pre-existing heating and cooling appliances. An exception to this rule exists, however, for those dwellings without a heating and cooling appliance and there are no means to provide adequate heating and/or cooling during a climatic season that would cause imminent harm to the health and wellbeing of individuals or the household.

8.2.6.9.2.2 For those conditions where a true crisis exists, and the heating and/or cooling needs cannot be remedied by the installation of a permanent repair or new appliance installation, Contractor shall provide such dwellings with temporary portable devices to support the means of providing adequate cooling and/or heating to occupants of the residence to alleviate the crisis situation and to meet basic heating/cooling needs.

8.2.6.9.2.2.1 Occupant shall be advised of the higher energy consumption associated with portable heating/cooling devices.

8.2.6.9.2.2.2 Occupant shall certify that all of the manufacturer's safety instructions will be abided by.

8.2.6.9.2.2.3 Contractor shall make all attempts to purchase Energy Star-rated portable devices if available.

8.2.6.9.2.3 The age of a heating/cooling appliance shall not be used as a basis for replacement.

8.2.6.9.2.4 When repair, replacement, or installation of a primary heating appliance is required in accordance with the conditions and requirements above but cannot be completed for any reason, the entire dwelling shall be deferred.

8.2.6.9.3 Contractor shall repair a defective primary heating appliance when the cost to assess and repair is estimated at less than 50%

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



of the cost of installing a new replacement unit.

8.2.6.9.4 If during the course of repairing the defective unit additional problems are found that would increase the cost of repairs to more than the allowable limit for repair costs, the unit may be replaced.

8.2.6.9.5 When replacement of a defective primary heating/cooling appliance is performed, Contractor shall perform necessary duct repair and/or replacement services in order to conform to Title 24 requirements.

8.2.6.9.6 Fuel switching or replacement of a heating/cooling appliance for an alternate type shall only be allowed when justified by an energy audit as described in TRM Appendix D *Energy Audit/Priority List Protocol*.

8.2.7 Energy Audit Requirements

8.2.7.1 If all feasible measures classified under Health and Safety, Infiltration Reduction and other Mandatory Measures have been assessed, Contractor may assess additional measures utilizing the Energy Audit Requirements by conducting a REM/Design or Targeted Retrofit Energy Analysis Tool (TREAT) audit in accordance with CSD Single-Family/Small Multi-Family Energy Audit Protocol, CSD Multi-Family Energy Audit Protocol.

8.2.7.2 Energy audits shall be conducted as specified in the CSD Single-Family/Small Multi-Family Energy Audit Protocol (CSD TRM) incorporated by reference to this Contract and available on the CSD Provider website at https://providers.csd.ca.gov/Energy/Weatherization.aspx.

8.2.7.2.1 REM/Design energy audit tool may be applied to single-family dwellings, mobile homes, and multi-unit dwellings containing 24 or fewer dwelling units where each unit is independently heated and/or cooled.

8.2.7.2.2 Targeted Retrofit Energy Analysis Tool (TREAT) may be applied to all multi-unit dwellings except for those multi-unit dwellings that are qualified to use REM/Design.

8.2.8 Occupant Notification

If, in accordance with the provisions of this article, any notice to an occupant is required, notice shall be in writing and a copy of such notice shall be given to the

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



owner of the unit, when the unit is occupied by a non-owner occupant, or when the unit is vacant.

## 8.3 Energy Crisis Intervention Program (ECIP) Services Activity Guidelines

8.3.1 Purpose of ECIP Funds

ECIP funds may only be used to resolve emergencies that fit the federal definition [42 USC § 8622(1)], including:

8.3.1.1 A natural disaster (whether or not officially declared),

8.3.1.2 A significant home energy supply shortage or disruption,

8.3.1.3 An official declaration of a significant increase in:

8.3.1.3.1 Home energy costs;

8.3.1.3.2 Home energy disconnections;

8.3.1.3.3 Enrollment in public benefit programs; or

8.3.1.3.4 Unemployment and layoffs.

8.3.1.4 An official emergency declaration by the Secretary of Health and Human Services.

8.3.1.5 In those situations where there is not an official federal, state, or local declaration of emergency, e.g., an undeclared natural disaster or a significant home energy supply shortage or disruption that affects a low-income individual, an emergency will be deemed to exist by CSD where there is imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

8.3.2 Capacity and Responsibility to Provide Emergency Assistance

8.3.2.1 In accordance with federal and state law and ECIP Policy and Procedures, Contractor must be qualified and capable of carrying out an energy crisis intervention program that provides timely and effective emergency assistance, not later than the timeframes stated in 42 USC § 8623(c), that resolves the energy crisis. Contractor must meet minimum program requirements for timing and ensuring accessibility to eligible applicants as further defined at 42 USC § 8623(c).

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



Once applicants meet the eligibility and prioritization criteria and funds are available, Contractor shall:

8.3.2.1.1 Within 48 hours after a household applies and is determined to be eligible for ECIP, provide assistance in the form of a payment guarantee to the appropriate gas or electric vendor or a WPO payment that will resolve the energy crisis; and

8.3.2.1.2 Within 18 hours after a household applies and is determined to be eligible for ECIP, provide assistance in the form of a payment guarantee to the appropriate gas or electric vendor or a WPO that will resolve the energy crisis if such household is in a life-threatening situation.

8.3.2.2 Contractor agrees to provide all reasonable information requested by CSD during the term of this Contract in order to enable CSD to assess the adequacy of Contractor's current energy crisis intervention program and Contractor's ability to implement the program.

8.3.2.3 Federal and state law permit the allowability of costs to the ECIP only where the costs are used to provide emergency assistance in an energy crisis. In addition to all other provisions in this Contract permitting, restricting, or otherwise relating to ECIP costs, such costs are allowable only upon adequate demonstration by the Contractor that the related activities meet the definition of "emergency" as specified in federal law and this Contract.

8.3.3 ECIP Fast Track and WPO

8.3.3.1 ECIP Fast Track and WPO Services shall be provided in accordance with the Agency Local Plan in Article 14.

8.3.3.2 Applicant Eligibility

8.3.3.2.1 Assistance shall be available only to households with incomes that do not exceed an amount equal to 60% of the State median income.

8.3.3.2.2 Income verification must be for one month and current within six weeks of the application intake date or an annual award letter. For acceptable types of documentation, refer to the LIHEAP Eligibility and Verification Guide. Contractor shall maintain appropriate documents in each applicant's file.

8.3.3.2.3 Contractor shall collect copies of all of the household's energy

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



utility bills for the current month, and if applicable, receipt(s) for (WPO) to determine the client's energy burden.

8.3.3.2.4 Conditions for ECIP services must meet the criteria for an emergency as defined in 42 USC §8622 (1), ECIP Policy and Procedures and Article 13, Definitions.

8.3.3.2.5 ECIP Fast Track Utility Assistance

8.3.3.2.5.1 The applicant must receive energy services and be billed directly by one of the following energy providers: a utility company and/or a mobile home park that owns its own power source(s) or a submetering billing service with the statutory authority to shut off utility services.

8.3.3.2.5.2 For purposes of the present Section 8.3.3, an emergency energy-related crisis does not exist if the cost of energy is included in the applicant's rent, and Contractor may not make ECIP Fast Track payment(s).

8.3.3.2.6 In addition to the applicant eligibility criteria listed above, services for ECIP Fast Track and ECIP WPO may not be provided unless at least one of the following criteria pursuant to Government Code §16367.5 (e) pertains and is documented or certified by Contractor:

8.3.3.2.6.1 Proof of utility shutoff notice;

8.3.3.2.6.2 Proof of energy termination;

8.3.3.2.6.3 Insufficient funds to establish a new energy account;

8.3.3.2.6.4 Insufficient funds to pay a delinquent utility bill;

8.3.3.2.6.5 Insufficient funds to pay for essential firewood, oil, or propane; or

8.3.3.2.6.6 CSD further defines WPO crisis as 30 days or less of fuel.

8.3.3.3 ECIP Fast Track Benefit Determination

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



ECIP Fast Track benefits shall be determined using the base benefit amount and, when applicable, a Contractor-determined supplemental benefit amount. Contractors shall issue ECIP Fast Track benefits in accordance with the following:

8.3.3.3.1 Contractor shall ensure that the total ECIP Fast Track benefit amount (Base benefit amount plus supplemental benefit amount) is limited to and does not exceed the total amount due (at the time of intake) to the utility company for energy charges, reconnection fees, and other assessed utility fees/surcharges in order to alleviate the crisis situation.

8.3.3.3.2 When only issuing the base benefit amount (no supplemental payment), Contractor may exceed the total amount due to the utility company in energy charges, reconnection fees, delinquent utility bill establishing arrearages and/or past due balances, and other assessed utility fees/surcharges to alleviate the crisis situation.

8.3.3.3.3 Contractor shall ensure that the maximum total ECIP Fast Track benefit amount (Base benefit amount plus supplemental benefit amount) does not exceed $3,000. If Contractor uses program income to provide a supplemental ECIP Fast Track payment, the total payment cannot exceed $3,000.

8.3.3.3.4 Contractor shall provide full justification for benefits paid by documenting the client file(s) to include the amount of charges and verification by the utility company.

8.3.3.3.5 Contractor shall review, check for duplicates, and approve applications in accordance with Contractor's approved Agency Local Plan in Article 14 and the current LIHEAP Eligibility and Verification Guide.

8.3.3.4 WPO Benefit Determination

8.3.3.4.1 WPO benefits shall be determined in accordance with CPA-E-21-04 and CPA-E-21-04M WPO Benefit Formula Implementation.

8.3.3.4.2 Contractor shall review, check for duplicates, and approve applications in accordance with Contractor's approved Agency Local Plan in Article 14 and the current LIHEAP Eligibility and Verification Guide.

8.3.3.5 ECIP Fast Track/WPO Payment Guidelines

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



8.3.3.5.1 Eligible households may receive only one ECIP Fast Track/WPO, or HEAP/WPO payment per program year; however, Contractor can use program income to provide a supplemental ECIP Fast Track/WPO or HEAP/WPO for clients experiencing an extenuating circumstance. In addition to receiving one ECIP (Fast Track/WPO) or HEAP/WPO payment, eligible households may receive ECIP EHCS services and/or other weatherization services, if needed.

8.3.3.5.2 Contractor shall ensure that the maximum base benefit total for ECIP WPO does not exceed $1,000. If Contractor uses program income to provide a supplemental ECIP WPO payment, the total payment cannot exceed $1,000.

8.3.3.5.3 Contractor shall exercise due care to ensure that duplication of ECIP Fast Track/WPO or HEAP/WPO payments does not occur at any time during the term of this Agreement.

8.3.3.5.4 When a HEAP payment or ECIP Fast Track payment has been made directly to an energy vendor, notification of payment(s) shall be shown as a credit on the utility bill(s).

8.3.3.6 ECIP WPO Payment Guidelines Specific

8.3.3.6.1 Contractor shall complete the ECIP/HEAP Payment Request Confirmation (CSD 415) or approved Contractor's equivalent form or approved Contractor's equivalent process that confirms payment was made to the client's account. If the client does not have an account, confirmation of the delivery of the benefit to the client is required.

8.3.3.6.2 Contractor shall make payments directly to energy vendors on behalf of clients whose energy sources are wood, propane, or oil.

8.3.3.6.3 CSD will not make payments to clients for WPO assistance.

8.3.3.6.4 Before paying energy vendors, Contractor shall verify that charges for the services and goods provided are reasonable and within fair market value.

8.3.3.6.5 Contractor shall notify the applicant of the recipient household, in writing, when payments are made directly to an energy vendor for wood, propane, or oil on their behalf.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



8.3.3.6.6 Contractor shall forward payments for WPO on behalf of applicants to corresponding energy vendor within 60 calendar days from the date obligation was incurred, unless a formal contract, approved by CSD, between Contractor and vendor provides for other terms.

8.3.4 ECIP Emergency Heating and Cooling Services (EHCS)

8.3.4.1 Applicant Eligibility

Eligibility of the applicant shall meet all requirements for eligibility as described in the Weatherization Activity Guidelines specified in Section 8.2.

8.3.4.2 Dwelling Eligibility

Eligibility of the dwelling shall meet all requirements for eligibility as described in the Weatherization Activity Guidelines specified in Section 8.2.

8.3.4.3 Dwelling Assessments

8.3.4.3.1 Assessment of the dwelling shall meet all requirements as described in the Weatherization Activity Guidelines specified in Section 8.2.

8.3.4.3.2 Work crews of Contractor who are only performing heating and cooling services shall not be required to perform the entire CAS test and may limit the testing to only the heating and cooling appliances to be repaired or replaced.

8.3.4.4 Allowable Services

ECIP EHCS may be used for the repair, replacement, and new installation of heating/cooling and water heating appliances identified in the ECIP Policy and Procedures and must meet the following criteria:

8.3.4.4.1 The applicant is income eligible and submits the required documentation to complete the eligibility of the dwelling;

8.3.4.4.2 The applicant has insufficient funds to pay the cost of repairing or replacing an eligible heating or cooling appliance or for a new heating or cooling appliance;

8.3.4.4.3 The appliance condition meets one of the appliance

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



repair/replacement criteria as defined in the ECIP Policies and Procedures; and

8.3.4.4.4 The services to mitigate and completely resolve the emergency and satisfy the relevant emergency assistance meet the timeframes as defined in the ECIP Policies and Procedures.

8.3.5 Natural Disasters

8.3.5.1 When a dwelling that has been damaged by a natural disaster such as fire, flood, earthquake, hurricane, etc., a scope of work shall be submitted to CSD for approval prior to beginning work related to a natural disaster.

8.3.5.2 The occupant shall be certified as currently eligible and a dwelling assessment shall be performed.

8.3.5.3 Contractor may have damages repaired that are within the scope of the weatherization program if the same services will not be paid for or reimbursed by any other source.

## 8.4 ECIP Fast Track and HEAP Electric and Gas Pledge Guidelines

8.4.1 Contractor shall pledge all applications where the Contractor has determined the applicant has a qualifying emergency as specified in subsection 8.3.3.2.6 of Section 8.3, regardless if the benefit is issued under ECIP Fast Track or HEAP Electric and Gas, provided that the application meets the eligibility and prioritization criteria and Contractor's Utility Assistance funds are available.

8.4.2 After a pledge has been made, Contractor shall submit the application to CORE as specified in subsection 6.1.1, of Section 6.1.

8.4.3 Contractor shall determine the applicant has met the eligibility requirements prior to pledging. If an eligible applicant is subsequently determined to be ineligible, Contractor shall cancel the ineligible applicant's pledge with the Utility Company within five business days upon such determination.

8.4.4 If the applicant's pledge amount changes, Contractor shall adjust the pledge amount with the Utility Company.

## 8.5 SWEATS and PSPS Activity Guidelines

8.5.1 The SWEATS Policy was developed by CSD to facilitate the delivery of allowable LIHEAP emergency service provisions during an emergency such as a natural disaster or energy supply shortage or disruption. These services include: The CPN-E-20-01 SWEATS Policy includes guidelines, reimbursement provisions, and other

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information to support successful implementation and administration of SWEATS provisions during a qualifying event. Contractor shall ensure SWEATS implementation and administration is in accordance with CPN-E-20-01.

8.5.2 The PSPS Policy was developed to facilitate the delivery of allowable services to low-income households medically vulnerable to the effects of energy related emergencies and residing in designated High Fire Risk Areas. Contractor shall ensure that PSPS implementation and administration is in accordance with CPN-E-20-02 PSPS Emergency Preparedness Pilot Policy and CPN-E-20-02M3.

## 8.6 Quality Assurance

8.6.1 Certification

Contractor, or its designee, shall establish a comprehensive, detailed, and fully documented Quality Control procedure to assess the quality and completeness of Weatherization and ECIP EHCS work performed under this Contract. Such assurance will be documented on the CSD Dwelling Assessment Form (CSD 540) and CSD Post Inspection Form (CSD 611) or approved Contractor's equivalent and shall be signed and dated by a certifying Contractor representative.

8.6.2 Post-Weatherization Inspections

8.6.2.1 Contractor shall perform Post-Weatherization Inspections on 100% of the dwellings weatherized under this Contract. Weatherization jobs where measures installed are limited to lightbulbs, water measures and alarms are exempt from receiving post-inspections.

8.6.2.2 If Contractor is unable to perform a post-inspection, Contractor must demonstrate that a reasonable attempt was made to schedule or perform the post-inspection. Attempts must be fully documented on the CSD Post-Weatherization Inspection (CSD 611) and maintained in the client file. The following shall constitute a reasonable effort:

8.6.2.2.1 One phone call attempt plus one correspondence to client stating an attempt was made to inspect and offering to reschedule; or

8.6.2.2.2 One missed appointment or a client refusal plus one correspondence stating an attempt was made to inspect and offering to reschedule.

8.6.2.3 Post-Weatherization inspections shall be conducted for the purpose of assessing the quality and completeness of performed weatherization services and compliance with CSD TRM. The post-inspection shall:

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



8.6.2.3.1 Verify that all measures were completely installed in accordance with said terms and conditions of this Contract;

8.6.2.3.2 Review of installed measures to determine the absence of any feasible Mandatory Measure not installed and the installation of a measure (non-feasible measure) that may not be in compliance with said standards and the terms and conditions of this Contract;

8.6.2.3.3 Verification that the unit received shell leakage, and duct leakage testing, as applicable;

8.6.2.3.4 Verification that required CAS testing of eligible combustion appliances was performed and inspection of combustion appliances to verify the safe operating condition of combustion appliances within the dwelling residence; and

8.6.2.3.5 Verification that an energy audit was performed when required and in compliance with Energy Audit/Priority List Protocol.

8.6.2.3.6 Confirm ECM's installed as part of an energy audit meet energy audit improvement results including but not limited to: pre and post blower door and duct testing results; insulation R-values, and heating/cooling and water heating appliance efficiency ratings; and that the costs billed do not exceed the improvement costs identified in the Improvement Audit Report.

8.6.2.3.7 Inspection of the unit dwelling to ensure that all identified health and safety hazards, whether pre-existing or resulting from the performance of weatherization services, have been successfully remedied.

8.6.2.4 Contractor shall ensure that Post-Weatherization Inspections are performed by trained staff successfully completing all required training as specified in Article 9.1, Training Requirements.

8.6.2.5 If Contractor subcontracts Post-Weatherization Inspection services, then Contractor must aggregate weatherization jobs to mitigate the cost associated with performing inspections. The maximum allowable cost of each post-inspection by a subcontractor is as follows:

8.6.2.5.1 Subcontractors awarded a contract through a competitive procurement process shall not exceed the measure maximum per

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



inspection. The inspection rate includes all expenses related to the Post-Weatherization Inspection such as the cost of the inspection, administration and travel costs of subcontractor.

8.6.2.5.2 Subcontractors that are part of CSD's network of LIHEAP contractors, and performing inspections under a contract, Memorandum of Understanding or similar contract, and not competitively procured in accordance with the Contractor's procurement process and procedure, shall bill actual costs for the Post-Weatherization Inspection and related expenses such as inspector wages, overhead, administration and travel costs of subcontractor. The total cost of all related expenses shall not exceed the measure maximum per inspection.

8.6.2.6 Contractor shall ensure job separation between staff performing post-weatherization inspection activities and weatherization crew personnel performing the physical installation and performance of weatherization measure services funded under this Contract.

8.6.2.7 If Contractor elects to subcontract with entities outside of CSD's network of Local Service Providers for the full installation of weatherization measures, the subcontractor performing the installation of weatherization measures shall not perform the post-weatherization inspection activities. Contractor shall ensure job separation by using Contractor's staff or another subcontractor to perform the post-weatherization inspection.

8.6.2.8 The Quality Assurance Inspector shall certify the performance of Post-Weatherization Inspections of dwelling units by completing and signing Contractor Post-Weatherization Inspection Report (CSD 611). Contractor shall retain a copy of the completed and signed form in the client file.

8.6.3 Third-Party Inspections

8.6.3.1 CSD may use a third-party inspector to review and verify that the weatherization activities performed under this Contract conform to applicable standards and practices.

8.6.3.2 Contractor or a ride-along (designated representative) shall accompany the inspector on client inspection visits and shall provide transportation and equipment to the inspector. When possible, Contractor shall make corrections during the client inspection visits.

8.6.3.3 Contractor agrees to remedy all Nonhazardous Conditions (nonhazardous work deficiencies) noted by CSD or its designee within 20 business days of written notification.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



8.6.3.4 Contractor must remedy all Hazardous Conditions resulting from weatherization measure installation in accordance with the CSD TRM. Any Hazard Fails that are not remedied within 18 hours will require completion of the Hazardous Correction Work Plan denoting the reason why the hazardous correction is unable to be resolved within 18 hours and the action that will be taken to resolve the hazard.

8.6.3.5 Contractor must remedy all inspection corrections identified on the Comprehensive Inspection Report including confirmation of correction to CSD's third-party inspector within 20 business days.

8.6.4 Noncompliance

8.6.4.1 Contractor shall be subject to the withholding of any or all reimbursements for failure to completely resolve a Hazardous Condition in accordance with the CSD TRM. The reimbursement sanction will apply to the next fiscal reimbursement request associated with the program of the weatherized unit in question. The reimbursement sanction will remain in effect until Contractor successfully resolves the Hazardous Condition and confirms the resolution with CSD and the designated Inspection Contractor. The sanction will apply to all subsequent fiscal reimbursement requests of the primary funding source in question so long as the Hazardous Condition remains unresolved.

8.6.4.2 If it is determined that the Contractor has failed to resolve an identified Hazardous Condition in accordance with the Hazardous Correction Work Plan, CSD may utilize the services of the designated Inspection Contractor to successfully resolve the delinquent Hazardous Condition. Contractor will assume responsibility for costs associated with the use of Inspection Contractor's services. The costs will include labor, materials, and travel equal to the Inspection Contractor's training and technical assistance hourly rate and the total amount will be withheld from the Contractor's next request for fiscal reimbursement.

8.6.4.3 If it is determined that the Contractor has incorrectly billed CSD because a measure was not installed, or the quantity installed is less than the quantity billed, Contractor shall install the billed measure or quantity, if feasible. In cases when a physical remedy is not possible, repayment of the labor and material costs for the non-installed measure or quantity will be withheld from subsequent reimbursements.

8.6.4.4 Contractor will be subject to Special Conditions, in accordance with Section 10.4, if it is determined that one or more of the following conditions exist:

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



8.6.4.4.1 Contractor has a history of unsatisfactory performance;

8.6.4.4.2 Identification of one or more Hazardous Conditions in dwellings weatherized by Contractor;

8.6.4.4.3 Failure to remedy an identified Hazardous Condition in a timely manner; and

8.6.4.4.4 Substantial number of Nonhazardous Conditions and/or identified trends or patterns of nonconformance to installation criteria.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



## ARTICLE 9 - TRAINING, LICENSING AND CERTIFICATIONS

### 9.1 Training Requirements

9.1.1 All training, as indicated by employee classification in the CSD Weatherization Training Program Requirements Matrix, shall be provided through a CSD-approved training mechanism utilizing CSD-approved training curricula. In-house training may be provided for EPA or HUD-approved Lead-Safe Weatherization Training or unless otherwise noted. Training coursework must be successfully completed according to the terms of each course. Certificates of completion shall be issued by the CSD-approved training entity upon successful completion of each course, unless where otherwise noted below.

9.1.2 Training Provisions for Staff of Contractor and Subcontractors:

9.1.2.1 Within 30 calendar days of employment, weatherization employees of Contractor and subcontractors shall receive Health and 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 Health & Safety, Environmental Hazards Awareness and Lead-Safe Weatherization Training has been completed.

9.1.2.2 Within 180 calendar days of employment, all weatherization employees of Contractor shall receive on-the-job Basic Weatherization Training.

9.1.3 Training Provisions Based Upon Job Duties:

9.1.3.1 When job duties include duct leakage and shell leakage diagnostics, weatherization employees of Contractor and subcontractors shall receive Duct Leakage/Shell Leakage Diagnostic Training. No employee of Contractor and subcontractor shall perform diagnostic testing without having completed the required training.

9.1.3.1.1 Subsequent to successful completion of the Duct Leakage/Shell Leakage 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.

9.1.3.1.2 Contractor and subcontract employees failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



skill and knowledge and will be prohibited from performing this activity until the completion of required training.

9.1.3.2 When job duties include Combustion Appliance Safety, weatherization employees of Contractor and subcontractors shall receive Combustion Appliance Safety Training. No employee of Contractor and subcontractors shall perform combustion appliance safety checks without having completed the required CSD-approved training.

9.1.3.2.1 Subsequent to successful completion of Combustion Appliance Safety Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee skill and knowledge in performing Combustion Appliance Testing.

9.1.3.2.2 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.

9.1.3.3 When job duties include performing Assessments and/or Field Supervision, weatherization employees of Contractor and subcontractors who perform Assessments and/or Field Supervision shall receive Field Assessment and Field Supervision Training. No employee of Contractor and subcontractors shall perform Assessments or supervision without having completed on-the-job required training. Certificates of Completion shall be issued following successful completion of the second phase ("field portion") of the training.

9.1.3.3.1 Subsequent to successful completion of Field Assessment and/or Field Supervision Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee skill and knowledge in performing Assessments and/or Field Supervision.

9.1.3.3.2 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.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



9.1.3.4 Weatherization employees of Contractor and subcontractors who perform Quality Assurance Inspections and/or Field Supervision shall receive Quality Assurance/Inspector Training. No employee of Contractor and subcontractor shall perform inspections without having completed the required training.

9.1.3.4.1 Subsequent to successful completion of Quality Assurance/Inspector Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee skill and knowledge in Quality Assurance Inspections and/or Field Supervision.

9.1.3.4.2 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.

9.1.4 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 contract in exchange for the training. The subcontract should stipulate that the subcontractors will work in the program, for a minimum of 12 months.

9.1.5 For weatherization services performed on HUD units, all work crews of Contractor and subcontractors who perform basic weatherization or specialty services are required to be trained in HUD-approved Lead-Safe Weatherization, although certification is not required. No employee of Contractor and subcontractors shall perform work in a pre-1978 HUD dwelling until the required training has been received. Although a crew supervisor can be certified as a HUD Lead Abatement Supervisor or Worker, it is not a substitute for the requirement of trained work crews.

9.1.6 EPA Lead Renovator training is required per the EPA for all Contractors and subcontractors performing work on pre-1978 homes, where the work could potentially disturb lead-based paint.

For weatherization services performed on pre-1978 units, all work crews of Contractor and subcontractors who provide basic weatherization or specialty services are required to be trained in EPA-approved Lead Renovator practices, and firm certification is required. No employee of Contractor and/or subcontractors shall perform such work on a pre-1978 dwelling until the required training has been received.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



9.1.7 Contractor shall maintain and make available for reference to Contractor's employees and subcontractors who perform weatherization and ECIP EHCS services the following:

9.1.7.1 CSD TRM;

9.1.7.2 Other applicable policies and procedures; and

9.1.7.3 Official State and Federal Program Notices.

9.1.8 OSHA-10 is required for all crews, and OSHA-30 is required for all Contractor supervisors who are regularly on-site and monitor for field safety.

## 9.2 Contractor Licensing

Contractors, unless otherwise exempt or their subcontractors performing basic weatherization services under this Contract shall comply with TRM and the following licensing requirements:

9.2.1 Possess and maintain an active Class "B" General Building Contractor license, issued by the Contractors State License Board (CSLB) in the name of the Contractor/qualifying individual;

9.2.2 Contractor is responsible for ensuring that all subcontractors have active licensing and are in good standing for the duration of the subcontract; and

9.2.3 Contractor shall immediately notify CSD when any changes in licensing occur.

## 9.3 Special Licensing - Weatherization

9.3.1 Special licensing may also be required for the installation and/or repair of Evaporative Cooler, Cook Top and Range, Vented Space Heater, Air Conditioning, and Gas and Electric Water Heaters, if two or more weatherization measures are not installed in a single unit. Electrical wiring upgrade/replacement and knob and tube wiring certification will always require a C-10 license.

9.3.2 Specialty subcontractors must possess all applicable licenses as required by the CSLB to carry out installation and/or repairs. Specialty licensing is required for specific measures including: C-10 Electrical Contractor (including electrical wiring upgrade/replacement and knob and tube wiring certification); C-20 Warm-Air Heating, Ventilation and Air-Conditioning Contractor; C-36 Plumbing Contractor; C-46 Solar Contractor; C-47 Mobile Home Contractor; and D-65 Weatherization Energy Conservation.

9.3.3 Contractor is responsible for ensuring that all subcontractors have active licensing

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



and are in good standing with the CSLB for the duration of the subcontract.

## 9.4 Environmental Protection Agency (EPA) Certifications

9.4.1 All contractors providing services utilizing in-house crews shall be certified as an EPA Certified Firm in accordance with EPA's Renovation, Repair and Painting Program requirements (40 CFR Part 745). Contractors who subcontract all of their weatherization and ECIP EHCS services are required to be certified and shall have at least one EPA Certified Renovator on staff for subcontractor oversight purposes.

9.4.2 Contractors shall ensure that all subcontractors whose work potentially disturbs lead paint are EPA Certified Firms and have EPA Certified Renovators on staff.

9.4.3 Any contractor without the required certification will not be allowed to perform weatherization or EHCS services.

## 9.5 Mandatory Training

Contractor must participate in mandatory training such as eligibility start-up training, CSD TRM training, contract review webinars, monitoring trainings and other trainings CSD deems mandatory. CSD will notice Contractor with a minimum of 10 business days prior to training.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



# SUBVENTION CONTRACT

# COMPLIANCE REQUIREMENTS

## ARTICLE 10 - COMPLIANCE POLICIES AND PROCEDURES

### 10.1 Right to Monitor, Audit, and Investigate

10.1.1 Any duly authorized representative of the federal or state government, which includes but is not limited to the federal offices of inspectors general, the State Auditor, CSD staff, and any entity selected by CSD to perform inspections and/or investigations, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Contract through on-site visits, audits, and any other appropriate means CSD deems necessary.

10.1.2 Contractor shall, upon reasonable notice, make available all information and materials reasonably necessary for CSD to substantiate to its satisfaction that expenditures incurred under this Contract are allowable and allocable, including, but not limited to files, books, documents, papers, and records. Contractor agrees to make such information and materials available to the federal government, the State, or any of their duly authorized agents or representatives, for purpose of examination, copying, or mechanical reproduction, on or off the premises of the subject entity.

10.1.3 Any duly authorized agent or representative of the federal or state government shall have the right to undertake investigations in accordance with 42 USC § 8627 and Gov Code § 16366.7, as amended.

10.1.4 All contracts entered into by Contractor with audit firms for purposes of conducting independent audits under this Contract shall contain a clause allowing CSD or any duly authorized agent or representative of the federal or state government timely access to the working papers of the audit firm(s).

### 10.2 Auditing Standards and Reports

10.2.1 Auditing Standards

10.2.1.1 *Applicability.* The standards set forth in 45 CFR Part 75 Subpart F – Audit Requirements are hereby incorporated by reference.

10.2.1.2 *Supplemental Audit Guide.* In addition to the audit requirements specified above, Contractor must follow the most current CSD Supplemental Audit Guide, incorporated into this Contract by reference in Article 14. The Supplemental Audit Guide may be accessed at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

10.2.2 Audit Reports

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



10.2.2.1 Funds provided under this Contract shall be included in an audit conducted in accordance with the provisions of 45 CFR Part 75 Subpart F – Audit Requirements, standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in The U.S. Government Accountability Office's "Government Auditing Standards," December 2011 Revision, as amended.

10.2.2.2 *Organizations below audit threshold.* Contractors falling below the federal funding threshold that mandates a single audit may be subject to an audit and/or other fiscal- or program-specific review conducted by CSD or its agents, upon 30-day written notice.

10.2.2.3 The financial and compliance audit report shall contain the following supplementary financial information: a Schedule of Expenditures of Federal Awards (SEFA) in accordance with 2 CFR § 200.510 (45 CFR § 75.510). All LIHEAP grants shall be reported separately on the SEFA by program component, i.e., Weatherization (Wx) and ECIP/HEAP/Assurance 16 (EHA16). In addition, a separate Supplemental Statement of Revenues and Expenditures (SSRE) for each contract whose term ends during the single-audit fiscal year shall be included in that year's single audit. The SSRE shall report revenue and expenditures for CSD funding by contract line item and fiscal year. The SSRE shall cover the entire contract term as required in CSD's Supplemental Audit Guide.

10.2.3 *Submission of Audit Reports.* Contractor shall submit to CSD one electronic copy of the required audit report(s) and any management letter(s) issued by the accountant, within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the Contractor's fiscal year.

10.2.4 *Failure to File IRS Form 990 for Tax-Exempt Organizations* If Contractor fails to file Form 990 timely, Contractor must provide:

10.2.4.1 Evidence of an extension request with an estimated timeframe for submission; or

10.2.4.2 An explanation of why Contractor does not plan to file Form 990.

10.2.5 The audit report(s) and all supplemental financial information must be submitted to the following addresses:

Electronic copy:
audits@csd.ca.gov.

Printed copy:
Department of Community Services and Development

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



Attention: Audit Services Unit
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

Upon receipt of the audit report, CSD's Audit Services Unit (ASU) will send a confirmation email within 5 to 10 business days. Contractor should verify receipt of ASU's confirmation email to ensure your single audit was received.

In accordance with the guidelines of the Division of Audits of the California State Controller's Office (SCO), if Contractor is a local government agency, additional copies of the audit report must be submitted to the following address:

Mailing Address:

State Controller's Office
Division of Audits
Financial Audits Bureau/Single Audits Unit
P.O. Box 942850
Sacramento, CA 94250-5874

Street Address for Fed Ex:

State Controller's Office
Division of Audits
Financial Audits Bureau/Single Audits Unit
3301 C Street, Suite 700
Sacramento, CA 95816

10.2.6 Failure to Comply with Audit Reporting Requirements

If Contractor fails to comply with Federal statutes, regulations or the terms and conditions of this Contract, CSD may impose additional conditions, as described in 45 CFR § 75.207. If CSD determines that noncompliance cannot be remedied by imposing additional conditions, CSD may take one or more of the following actions, as appropriate in the circumstances, as provided in 45 CFR § 75.371 - § 75.380 *Remedies for Noncompliance*:

10.2.6.1 Temporarily withhold cash payments pending correction of the deficiency by Contractor or more severe enforcement action by the Federal awarding agency;

10.2.6.2 Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;

10.2.6.3 Wholly or partly suspend or terminate the Federal award;

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



10.2.6.4 Recommending that suspension or debarment proceedings (as authorized under 2 CFR Part 180) be initiated by the Federal awarding agency;

10.2.6.5 Withhold further federal awards; or

10.2.6.6 Take other remedies that may be legally available.

10.2.7 Collection of Disallowed Costs

10.2.7.1 If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs, CSD shall, after consideration of Contractor's submission issue a final TR, no later than 30 days after receipt of Contractor's information or documentation. If questioned costs are determined to be owning, CSD's Financial Services Unit (FSU) will send an invoice. Contractor will tender payment to FSU or a repayment plan acceptable to FSU.

10.2.7.2 All statements, notices, responses and demands issued in accordance with this Section 10.2.7 shall be in writing.

10.2.7.3 CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this Section 10.2.7.

## 10.3 Compliance Monitoring

10.3.1 As the recipient of federal LIHEAP block grant funds under this Contract, Contractor must substantiate that all costs claimed pursuant to this Contract are allowable and allocable under all applicable federal and state laws. To be entitled to reimbursement, Contractor must trace all allowable costs to the level of expenditure, to include providing supporting documentation reasonably necessary to substantiate the validity of such claim.

10.3.2 As the administrator of the LIHEAP block grant for the State, CSD is required to ensure the funds allocated to Contractor are expended for the purposes identified in federal law and state LIHEAP law, and for allowable and allocable costs under the applicable rules of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

10.3.3 CSD is required to conduct on-site or in-house and follow-up monitoring of Contractor to ensure that Contractor meets the Production Plan, administrative standards, financial management requirements, and other requirements of LIHEAP.

10.3.4 CSD shall provide Contractor reasonable advance notice in writing of on-site and/or

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



in-house monitoring reviews of Contractor's program or fiscal performance.

10.3.5 Compliance monitoring will consist of a questionnaire that Contractor will be required to complete and return to CSD within 30 calendar days from receiving the questionnaire.

10.3.6 CSD will conduct client file reviews to verify compliance with financial and program requirements. CSD shall notify Contractor of the client files requested, and Contractor shall provide the client files within five business days.

10.3.7 CSD may increase the number of client files reviewed and frequency of client file reviews based on the severity of non-compliance issues identified during the client file review process.

10.3.8 In accordance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75), 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 Contract. To the extent Contractor maintains records and documents in an electronic format, Contractor must make such records and documents readily available to CSD program and audit staff and other representatives: 1) for review on an appropriate electronic device provided by Contractor; and/or 2) for reproduction in electronic and/or hard copy format, as is necessary to effect the purposes of this Section 10.3. In order to realize the objectives of this subsection and to ensure that the integrity of the program, the proper expenditure of grant funds, and to prevent fraud, waste, abuse, and unjust enrichment, whether by design or inadvertence, Contractor shall cooperate with CSD as follows:

10.3.8.1 Upon request, provide a list of clients, jobs or properties to or for which LIHEAP services have been provided by Contractor, and to or for which Contractor has provided related services under other federal, State or non-governmental programs such as, but not limited to, public and private utility company programs, collectively "Associated Programs."

10.3.8.2 With respect to such list of clients, jobs, or properties, provide CSD and/ or the investigative entities or persons referenced in Section 10.1.1, access to client files or similar records and documents of the Associated Programs for the purpose of determining whether related services have been provided that result in duplicate billings or any violation of federal or State law, this Contract, or applicable federal and/or State LIHEAP guidelines.

10.3.8.3 For purposes of this Section 10.3.8:

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



10.3.8.3.1 "Duplicate billing" is defined as receiving reimbursement from more than one funding source for the same expenditures or costs, whether in whole or in part, that Contractor incurs in connection with rendering a service to or for a client, job, or property, resulting in a total reimbursement to Contractor, from all sources, in excess of actual expenditures or costs incurred.

10.3.8.3.2 To the extent necessary to realize the objectives of this article, the term "Contractor" includes any subcontractor or agent of Contractor in possession of the files, records, or documents or other information bearing on related services under any relevant Associated Program.

10.3.8.4 It is understood that Contractor has no obligation to provide access to the client files, records, and documents of an Associated Program when no LIHEAP services have been provided and the client, job, or property is not required to be on the list furnished to CSD by Contractor, as provided herein.

10.3.8.5 In the event Contractor is unable to comply with the provisions of subsections 10.3.8.1 or 10.3.8.2 because of restrictions placed on Contractor by law in connection with an Associated Program, or restrictions imposed on Contractor pursuant to a binding written contract between Contractor and the funding source of such Associated Program, then Contractor shall so inform CSD by written declaration and provide supporting documentation for such declaration. Contractor shall, together with any declaration made, certify to CSD in writing that:

10.3.8.5.1 Contractor has not submitted duplicate billings to both LIHEAP and Associated Program; or

10.3.8.5.2 Contractor has not otherwise engaged in similar actions in violation of federal or state law.

10.3.9 CSD will host a File Transfer Protocol (FTP) Server and provide Contractor with specifications, documentation, and sample of FTP file configurations screens, as necessary, to enable Contractor to use the FTP Server to upload client files, records, and documents. Contractor shall submit client files, records, and documents via the FTP to allow CSD to complete an in-house review.

10.3.10 In the event that CSD determines that Contractor is not in compliance with material or other legal requirements of this Contract, CSD shall provide the observations, recommendations, or findings and request for a corrective action plan to Contractor in writing. Contractor shall submit to CSD a specific action plan for correcting the noncompliance.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



10.3.11 Collection of Disallowed Costs

10.3.11.1 In the event questioned costs are identified in a final decision on cost disallowance issued by CSD, Contractor shall comply with any demand for repayment, as specified in such final report.

10.3.11.2 *Time for response.* Contractor shall have no less than 30 calendar days from receipt of the final decision to tender payment to CSD or, alternatively, to provide CSD with complete and accurate information or documentary evidence in support of the allowability of questioned costs.

10.3.11.3 *Notice after review of further supporting evidence.* If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs as provided above in subsection 10.3.11.2, CSD shall, after consideration of Contractor's submission, accordingly, issue a revised Notice of Disallowed Costs, if any, no later than 30 days after receipt of Contractor's information or documentation. Contractor shall have 15 days from receipt of such Notice to tender payment or a repayment plan acceptable to CSD. In the alternative, Contractor may request a hearing in accordance with subsection 10.4.4 of this Contract, for CSD's final determination of disallowed costs.

10.3.11.4 All statements, notices, responses and demands issued in accordance with this Section shall be in writing.

10.3.11.5 CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this Section.

## 10.4 Enforcement Process - Noncompliance with Requirement of this Contract

10.4.1 Tax-Exempt Status Requirement

Nonprofit charitable organizations must maintain their 501(c)(3) tax-exempt status as a requirement for continued LIHEAP grant reimbursements and participation under the current Contract. All 501(c)(3) contractors shall notify CSD within one business day upon revocation of their tax-exempt status and cease all work performed under this Contract. CSD will halt all payments to Contractor while its nonprofit, tax-exempt status is revoked. Work performed prior to the revocation, but billed after such notice is received, shall be timely reimbursed to the Contractor. In addition, CSD may take additional enforcement steps consistent with federal and state law and this Contract.

10.4.2 General

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



The authority for CSD Enforcement Actions, as defined in Section 10.4.3, for cost disallowances/ recovery of misused funds, and for de-designation of eligible entity status (collectively "Enforcement Process") is found in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75), and in state regulations, with particular reference to 22 CCR § 100875. In order to facilitate compliance with the cited authorities, the parties to this Contract agree that: 1) the present article shall guide, inform and clarify the Enforcement Process; 2) shall establish the procedures to be followed; and 3) establish the rights and obligations of the parties with respect to the Enforcement Process, for purposes of implementing the principles set out in the applicable legal authorities.

10.4.3 Enforcement Action, "High Risk" – Determination and Notice

10.4.3.1 If CSD determines that Contractor is not financially stable, and that Contractor's financial condition is so tenuous that its ability to implement this Contract is seriously compromised, or if CSD determines that Contractor has not complied with the requirements of this Contract and that Contractor's noncompliance constitutes a material breach of the Contract, CSD may initiate an Enforcement Action. For purposes of this article, "Enforcement Action" means the imposition of any of the following: a) special conditions and/or sanctions; b) a determination of cost disallowance; c) contract suspension; d) contract termination; or e) termination of Contractor's service provider status.

10.4.3.2 To initiate an Enforcement Action, CSD must provide Contractor with written notice of "high risk" designation, setting forth: 1) the factual and legal basis for the determination of noncompliance, upon which the "high risk" designation is based; 2) the corrective action(s) required; and 3) the date by which the corrective action must be taken and completed.

10.4.3.3 For purposes of this article, "material breach" means any act or omission by Contractor that is in contravention or disregard of Contractor's duties and obligations under the terms of this Contract and under applicable State and federal law, which act or omission:

10.4.3.3.1 Constitutes fraud or gross negligence by Contractor or its agent(s);

10.4.3.3.2 Is likely to result in significant waste and/or abuse of federal funds;

10.4.3.3.3 Has a significant adverse impact on Contractor's ability to meet its administrative, financial, or programmatic duties and obligations over the term of the Contract or a significant

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



portion thereof;

10.4.3.3.4 Violates or otherwise disregards significant program guidance and other requirements of the Federal Government, whether issued directly or through CSD;

10.4.3.3.5 May have serious adverse effects and consequences on the Contractor's customers, employees, subcontractors, creditors, suppliers, vendors, or other stakeholders; or

10.4.3.3.6 May otherwise significantly and adversely affect the viability, effectiveness, or integrity of the program.

10.4.4 Special Conditions and Sanctions

10.4.4.1 "High risk" designation may include the imposition of Special Conditions, Sanctions and/or other special requirements with respect to Contractor's performance. CSD may impose Special Conditions and/or Sanctions upon a determination that such steps are reasonably necessary to address acute financial instability or a material breach of contract, as defined in Section 10.4.3, above.

10.4.4.2 Notice of Special Condition(s) and/or Sanction(s) shall be in writing and shall become effective on the date specified in the notice. Notice must contain the following information:

10.4.4.2.1 The nature of the Special Condition(s) and/or Sanction(s) being imposed;

10.4.4.2.2 The reason(s) for imposing Special Condition(s) and/or Sanction(s); and

10.4.4.2.3 The corrective actions that must be taken and the time allowed for completing them before CSD removes the Special Condition(s) and/or Sanction(s).

10.4.4.3 Special Conditions may include, but are not limited to:

10.4.4.3.1 Obtaining training and/or technical assistance;

10.4.4.3.2 The imposition of special or additional reporting requirements;

10.4.4.3.3 Special or conditional cost reimbursement requirements and procedures;

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



10.4.4.3.4 The provision of documentation by Contractor; and/or

10.4.4.3.5 The requirement to amend or modify systems, procedures, and/or policies.

10.4.4.4 Sanctions may include, but are not limited to:

10.4.4.4.1 The suspension of advances and/or reimbursements; and/ or

10.4.4.4.2 The issuance of stop work orders.

10.4.4.5 Sanctions may not be imposed without a hearing being first held in accordance with applicable regulations, unless CSD reasonably determines on the basis of credible information that:

10.4.4.5.1 Substantial sums to be paid to Contractor have been or will be used in violation of law or the provisions of this Contract; or

10.4.4.5.2 The associated costs are otherwise very likely to be disallowed; and

10.4.4.5.3 If Sanctions are not immediately imposed, taxpayer dollars are at significant risk and are unlikely to be recovered.

10.4.4.6 Review of Special Conditions and/or Sanctions.

10.4.4.6.1 If Contractor elects to contest the action to impose Special Conditions and/or Sanctions, Contractor shall have five business days following receipt of Notice of Enforcement Action in which to show cause, in writing, why the Special Conditions or Sanctions should not be enforced.

10.4.4.6.2 CSD shall have five business days following receipt of Contractor's response to accept or reject Contractor's objection and to state in writing the consequences of the decision and Contractor's obligations going forward, if any.

10.4.4.6.3 Contractor may, within five business days of receipt of Notice of Enforcement Action, request an informal meeting for the parties to consider the merit of the Notice and to discuss alternative courses of action, which meeting CSD may agree to if, in its sole judgment, it determines the meeting would be helpful to the process, can be held expeditiously, and will not unduly cause delay or otherwise increase the risk of loss of taxpayer dollars.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



10.4.4.6.4 Contractor may, at any time, request in writing that CSD initiate the contract suspension or contract termination processes, to include the requisite hearings, as set out in 22 CCR § 100875.

10.4.4.6.5 Should Contractor fail to show cause why the Enforcement Action should not go forward, or should Contractor fail to request that CSD initiate either the contract suspension or termination processes, CSD may initiate such action upon its own motion.

10.4.4.6.6 Special conditions and sanctions shall remain in effect until the hearing procedure is completed, provided, with respect to sanctions, CSD reasonably determines that subsection 10.4.4.5 applies.

10.4.5 Cost Disallowance

10.4.5.1 If Contractor's non-compliance with the terms of this Contract results in an enforcement action, and if CSD determines that Contractor's non-compliance has resulted in questioned costs, CSD shall provide Contractor with a Statement of Questioned Costs along with the Notice of Enforcement Action, or at such later time in the Enforcement Process as questioned costs have been identified.

10.4.5.2 The Statement of Questioned Costs shall include:

10.4.5.2.1 A description of the costs questioned and the specified amount by type or category of costs;

10.4.5.2.2 The reason the costs are questioned, and the information and/ or documentation required to justify payment of the costs; and

10.4.5.2.3 The timeframe and procedures for Contractor's submission of the required information or documentation to CSD.

10.4.5.3 If CSD determines that more information is required before a Statement of Questioned Costs can be issued or before a final determination of cost disallowance can be made, CSD may conduct an investigative audit of Contractor's records, files and books of account, or retain an audit firm for such purpose. Contractor agrees to cooperate fully in any audit conducted and to ensure that Contractor's agents, accountants and subcontractors cooperate in the performance of such audit. A report of any audit

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



conducted shall be shared with Contractor, who shall be given ample opportunity to respond to findings and to submit information and documentation in support of the response. If Contractor fails to cooperate in the conduct of an audit, initiated pursuant to this subsection, CSD may either impose sanctions, as provided in subsection 10.4.3 or, if feasible, issue a Notice of Disallowed Costs.

10.4.5.4 After CSD has considered any information and/ or documentation submitted by Contractor in response to a statement of questioned costs or in response to an investigative audit report, CSD shall issue a Notice of Disallowed Costs, which notice shall include:

10.4.5.4.1 The amount of disallowed costs to be repaid, if any; and

10.4.5.4.2 The date by which repayment must be made or, in the alternative,

10.4.5.4.3 The date by which Contractor must submit a proposed repayment plan for consideration by CSD.

10.4.5.5 Before the expiry of five business days after receipt of a Notice of Disallowed Costs, Contractor may challenge the Notice of Disallowed Costs by requesting a hearing, conducted in accordance with the procedures set out in 22 CCR § 100875, for the purpose of adjudicating the matter of cost disallowance, provided however that either Contractor or CSD may opt to adjudicate other pending Enforcement Action matters, as provided in subsection 10.4.4.6. of this section, in a combined proceeding.

10.4.5.6 If Contractor fails to request a hearing to adjudicate cost disallowance, as provided in subsection 10.4.5.5, the Notice of Disallowed Costs shall be deemed final and Contractor shall comply with the provisions of the present Section 10.4.5.

10.4.5.7 Contractor will not be deemed to have complied with a Notice of Disallowed Costs until repayment is made or CSD has approved a repayment plan. In determining the acceptability Contractor's repayment plan, CSD shall take into consideration such factors as, but not limited to:

10.4.5.7.1 Federal requirements or conditions applicable to the grant(s) under which the disallowed costs were funded;

10.4.5.7.2 The exigencies of the grant program and CSD's ability to reallocate the funds repaid or otherwise dispose of the funds in accordance with applicable law;

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



10.4.5.7.3 The risk of being unable to recover funding and the options for securing Contractor's repayment obligation; and

10.4.5.7.4 Contractor's financial condition and ability to pay.

10.4.6 Contractor shall remain on "high risk" until CSD reasonably determines that Contractor has complied with the requirements of the Notice of "High Risk" Designation, including verification by CSD that corrective measures have been implemented, that all conditions have been met and that disallowed costs have been repaid or, alternatively, that CSD has deemed Contractor's repayment plan to be acceptable and Contractor has demonstrated it is in compliance with the plan. Upon determination that Contractor has complied with the requirements of the Notice of "High Risk" Designation, CSD shall give Contractor written notice of such determination.

10.4.7 In the event Contractor's non-compliance with the terms and conditions of this Contract are not remedied through imposition of special conditions, and/or sanctions, thereby enabling CSD to remove "high risk" designation, CSD may initiate further Enforcement Actions involving Contract Suspension, Contract Termination and Termination of service provider status, which shall be initiated and conducted in accordance with the applicable provisions found in 22 CCR § 100875 and other applicable State and federal statutes and regulations.

10.4.8 Lien rights

The State retains lien rights on all funds advanced.

## 10.5 Service Delivery and Expenditure Requirements

10.5.1 Service Delivery and Expenditure of Funds

10.5.1.1 Contractor shall, in accordance with Government Code §16367.5, be afforded maximum flexibility and control, within the parameters of federal and state law, in the planning, administration, and delivery of LIHEAP services. Regardless of the modalities and techniques utilized, Contractor is obligated: a) to ensure that the maximum numbers of persons are served, consistent with the effective and efficient service delivery, with program requirements and with applicable law; and b) to fully expend program funds by the date identified in the contract.

10.5.1.2 A substantial failure to expend funds and provide services to readily available qualified applicants, except for compelling reasons beyond Contractor's control, shall be deemed prima facie evidence of breach of contract and may constitute grounds for "high risk" designation and the

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



applicable remedies as provided in Section 10.4, "Enforcement Process – Noncompliance with the Requirements of this Contract." Such failure of performance may, in accordance with the provisions of this article, result in a reduction in Contractor's grant allocation and the redistribution of future funding to other performing service providers.

10.5.2 Contractor Expenditure and Reporting Requirements

Contractor shall be at 99% expenditure of the Contract by December 31, 2023.

10.5.2.1 CSD will monitor Contractor's expenditures to evaluate compliance with meeting expenditure requirement by December 31, 2023, for each program category, including capped budget items.

10.5.2.2 Contractor shall submit timely expenditure reports, that allow CSD to evaluate Contractor's ability to meet the December 31, 2023, expenditure date requirement. Based upon these reports, CSD may determine that Contractor has not met the expenditure requirement and is out of compliance with this Contract.

10.5.2.3 Should the Contractor's actual expenditure trend indicate the Contractor is unlikely to expend at least 99% by December 31, 2023, CSD will notify the Contractor no later than December 10, 2023 requesting the Contractor submit a request to expend beyond December 31, 2023.

10.5.3 Contractor's Upcoming Program Year LIHEAP Performance Allocation Methodology

CSD shall determine Contractors upcoming program year LIHEAP Contract Allocation Methodology based on performance expenditure requirements in Section 10.5.2. and distributed according to the following criteria:

10.5.3.1 Category A: If Contractor meets the performance requirements of Section 10.5.2 and reported no later than January 31, 2024, Contractor will receive their full allocation and a percentage of any redistributed funds not allocated to another contractor that fall into Category C, in Section 10.5.3.3.

10.5.3.2 Category B: If Contractor expends 99 percent of their allocation by February 28, 2024 and reported no later than March 31, 2024, Contractor will receive their full allocation but will <u>not</u> be eligible to receive any redistributed funds.

10.5.3.3 Category C: If Contractor does not expend at least 99 percent of their allocation by February 28, 2024 and reported no later than March 31,

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



2024, the 2024 LIHEAP allocation will be offset by the balances remaining recorded as of the December 31, 2023 expenditure period reported no later than January 31, 2024.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



**SUBVENTION CONTRACT**

**CERTIFICATIONS AND ASSURANCES**

## ARTICLE 11 - FEDERAL AND STATE POLICY PROVISIONS

### 11.1 Certifications

11.1.1 Contractor's signature affixed to this Contract shall constitute a certification that to the best of its ability and knowledge it will, unless exempted, comply with the provisions set forth in the following:

11.1.1.1 Drug-Free Workplace Requirements, Contractor Certification Clauses 04/2017 (CCC-04/2017)

11.1.1.2 National Labor Relations Board Certification (CCC-04/2017)

11.1.1.3 Expatriate Corporations (CCC-04/2017)

11.1.1.4 Domestic Partners (CCC-04/2017)

11.1.1.5 Labor Code/Workers' Compensation (CCC-04/2017)

11.1.1.6 Americans with Disabilities Act (CCC-04/2017)

11.1.1.7 Contractor Name Change (CCC-04/2017)

11.1.1.8 Resolution (CCC-04/2017)

11.1.1.9 Air or Water Pollution Violation (CCC-04/2017)

11.1.1.10 Safeguarding Access to State Data (Department of Finance, Budget Letter 04-35)

11.1.1.11 Safeguarding Against and Responding to a Breach of Security Involving Personal Information (Office of Information Security and Privacy Protection, Management Memo 08-11).

11.1.2 The above documents are hereby incorporated by reference into this Contract. To access these documents, please visit the CSD Local Agencies Portal at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

11.1.3 Executive Order N-6-22 – Russia Sanctions. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

## 11.2 Provisions for Federally Funded Grants

11.2.1 Contractor certifies that it possesses legal authority to apply to the State for LIHEAP funds and assures compliance with the purposes as set forth in 42 USC §§ 8621 et seq., as amended.

11.2.2 Eligibility to Receive Federally Funded Public Benefits

Pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) (Public Law (Pub. L.) 104-193), as amended, and Executive Order W13596, dated August 27, 1996, while in effect, applicants for federally funded public benefits are required to provide proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status. (8 USC §§ 1611, 1612, & 1642.) Contractor shall verify client eligibility in accordance with CSD Applicant Verification of Eligibility Procedures and Regulations, forms, and other written guidance provided by CSD.

11.2.3 Under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA) Section 508, and NO VERIFICATION REQUIREMENT FOR NONPROFIT CHARITABLE ORGANIZATIONS, Section 432 (d) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (8 USC § 1642 et seq.) as amended, Nonprofit Charitable Organizations are exempt from the requirement to determine, verify, or otherwise require proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status of any applicant for such benefits in providing any Federal public benefit (as defined in 8 USC § 1611(c)) or any State or local public benefit (as defined in 8 USC § 1621(c)). (Pub. L. 104-208, Title V, Section 508; and 8 USC § 1642(d)).

11.2.4 Federal Funding Accountability and Transparency Act reporting requirement (FFATA) (Pub. L. 109-282).

Pursuant to the FFATA, CSD is required to report information regarding contractors (sub-awardees) receiving LIHEAP funds. Contractor must complete CSD form 279 and return with the Contract to enable CSD to comply with FFATA reporting requirements.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



CSD may issue guidance and/or Amendment(s) to this Contract, establishing additional reporting requirements as necessary to ensure compliance with the FFATA or other Federal and State regulations, as applicable.

11.2.5 Salary Limitation – Federal Executive Level II. Federal funds for grant programs consistently include a provision as part of the Consolidated Appropriations Act of 2017 (e.g., Pub. L. 115-31, May 5, 2017) from Congress that the amount that "shall be used to pay the salary of an individual, through the grant or other extramural mechanism" including non-federal share, must not exceed the amount of the Federal Executive Level II salary for that calendar year. This amount is published annually by the U.S. Office of Personnel Management and can be found on their website at https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2017/executive-senior-level under the "Rates of Pay for the Executive Schedule" link. This amount reflects an individual's base salary exclusive of fringe benefits and any income that an individual may be permitted to earn outside of the duties of the non-Federal entities organization. This salary limitation also applies to subawards, contracts, and subcontracts under an ACF grant or cooperative agreement.

11.2.5.1 Federal Funds Accountability and Transparency Act (FFATA) Requirements. Awards under these programs are included under the provisions of P.L. 109-282, the "Federal Funds Accountability and Transparency Act of 2006" (FFATA). Under this statute, the grant recipient is required to report information regarding executive compensation and all subawards, contracts, and subcontracts in excess of $25,000 through the Federal Subaward Reporting System (https://www.fsrs.gov/) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A.

11.2.6 Human Trafficking Provisions. Contractor is subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 USC § 7104). The full text of this requirement can be found at https://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons.

11.2.7 Prohibition on Use or Procurement. Pursuant to the "Prohibition on certain telecommunications and video surveillance services or equipment" (2 CFR § 200.216), contractors are prohibited from expending grant funds on "equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)". The full text of this requirement can be found at Electronic Code of Federal Regulations (eCFR).

## 11.3 Federal Certifications Regarding Debarment, Suspension, and Related Matters

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



Contractor hereby certifies to the best of its knowledge that it or any of its officers, or any subcontractors:

11.3.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

11.3.2 Have not within a three year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

11.3.3 Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Section 11.3.2 above of this certification; and

11.3.4 Have not within a three-year period preceding this Contract had one or more public (federal, state, or local) transactions terminated for cause or default.

11.3.5 If any of the above conditions are true for the Contractor or any of its officers, Contractor shall describe such condition and include it as an attachment to the Contract. Based on the description, CSD in its discretion may decline to execute this Contract or set further conditions for this Contract. In the event any of the above conditions are true and not disclosed by Contractor, it shall be deemed a material breach of this Contract, and CSD may terminate this Contract for cause immediately pursuant to the termination provisions of State and federal law governing the Low-Income Home Energy Assistance Program.

11.3.6 As provided in this article, Contractor must certify in writing to the best of its knowledge that any subcontractor(s) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

11.3.7 No entity may participate in LIHEAP in any capacity or be a recipient of LIHEAP funds if the organization has been found ineligible for participation in federal assistance programs or activities. (Executive Orders 12549 and 12689, 2 CFR Parts 180 and 376.) All Contractors must obtain a DUNS number, or a Unique Entity Identifier assigned by the System for Award Management (SAM), if they do not already have one. CSD will check the SAM to verify that the Contractor is not debarred, suspended, or ineligible. See 45 CFR §§ 75.342 and 75.352.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



## 11.4 Affirmative Action Compliance

11.4.1 Each contractor or subcontractor with 50 or more employees and a contract of $50,000 or more shall be required to develop a written Affirmative Action Compliance Program.

11.4.2 The written program shall follow the Equal Employment Opportunity clause obligations set forth in Title 41 of the Code of Federal Regulations, Subtitle B, Section Part 60-1.40, Part Sections 60-2.10 through 60-2.32, and Part Sections 60-741.1 through 60-741.47.

11.4.3 Each contractor or subcontractor with less than 50 employees shall comply with Executive Order 11246, Part II, Section 202, as amended by Executive Order 11375. Contractor shall ensure that subcontractors falling within the scope of this provision shall comply in full with the requirements thereof.

## 11.5 Nondiscrimination Compliance

11.5.1 Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge will, unless exempted, comply with the nondiscrimination program requirements set forth in this section.

11.5.2 Contractor hereby certifies compliance with the following:

11.5.2.1 Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity;

11.5.2.2 Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC §§ 2000d et seq. and 2000e et seq.);

11.5.2.3 The Rehabilitation Act of 1973, as amended (29 USC §§ 701 et seq.);

11.5.2.4 Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 USC § 4211 et seq.; 41 CFR Subtitle B, Part 60-300);

11.5.2.5 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (41 CFR Subtitle B, Chapter 60, as amended); and

11.5.2.6 Americans with Disabilities Act of 1990 (Pub. L. 101-336; 42 USC § 12101 et seq.).

## 11.6 Contractor Fair Hearing - Civil Rights Act Violation

11.6.1 In the event of any violation or alleged violation of Title VI of the Civil Rights Act of

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



1964, as amended, (42 USC § 2000d et seq.) Contractor has the right to request a fair hearing in response to such violation or alleged violation within 30 calendar days from the date of such action.

11.6.2 The State shall conduct such fair hearing in accordance with Title 45, Code of Federal Regulations, Part 81.

## 11.7 Specific Assurances

11.7.1 Pro-Children Act of 1994

11.7.1.1 In accordance with Title XII of Public Law 103-227, the "PRO-KIDS Act of 1994," smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State, Territories, local and Tribal governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, subawards, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used for inpatient drug and alcohol treatment.

11.7.1.2 The above language must be included in any subawards that contain provisions for children's services and that all subawards shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to $1,000 per day.

11.7.2 American-Made Equipment/Products

Contractor shall assure, pursuant to the Buy American Act of 1933 (41 USC § 8301 et seq.), to the extent practicable, that all equipment and products purchased with funds made available under this Contract shall be American made.

11.7.3 Federal and State Occupational Safety and Health Statutes

Contractor assures that it shall be in compliance with the provisions as set forth in Federal and State Occupational Safety and Health Statutes: the California Safe Drinking Water and Toxic Enforcement Act of 1986 (Health & Safety Code §§ 25249.5 et seq.); Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program) (63 FR 71225, codified at 40 CFR Parts 266 & 273); and California Workers' Compensation laws (Labor Code §§ 3200 et seq.).

11.7.4 Political Activities

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11.7.4.1 Contractor shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Contract.

11.7.4.2 Contractor is prohibited from any activity that is designed to provide voters or prospective voters with transportation to the polls or to provide similar assistance in connection with an election if such activities involve the use of any funds that are subject to this Contract.

11.7.5 Lobbying Activities

11.7.5.1 Contractor shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Contract or any other fund, programs, projects, or activities that flow from this Contract.

11.7.5.2 If Contractor engages in lobbying activities, Contractor shall complete, sign and date the CERTIFICATION REGARDING LOBBYING/DISCLOSURE OF LOBBYING ACTIVITIES, as required by the HHS (45 CFR Part 93, Appendix A).

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



## ARTICLE 12 - GENERAL TERMS AND CONDITIONS GTC 04/2017

Contractor may find the required California General Terms and Conditions (GTC 04/2017) at the following web address:

https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language

Click the "GTC 04/2017" link to download the current requirements.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



## ARTICLE 13 - DEFINITIONS

All terms used in this Contract shall be those as defined in applicable federal and state law (see 42 USC §§ 8621 et seq. and Government Code § 16367.5) and regulation (see 45 CFR Part 96 and 22 CCR § 100800), or as more specifically defined as:

Administrative Costs: Actual costs for auxiliary functions such as salaries, wages, workers compensation, and fringe benefits for administrative staff, facilities, utilities, office and computer equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, and like services necessary to sustain the direct effort involved in administering a grant program or an activity providing services to the grant program. Includes incurred costs associated with participation and attendance to policy advisory committee meetings and workgroups.

Contract: The complete contents of this contract entered into by and between CSD and Contractor, including all rights, duties, and obligations, whether expressed or implied, required toward the legal performance of the terms hereof.

Amendment: A formal change to the Contract of a material nature including but not limited to the term, scope of work, or name change of one of the Parties, or a change of the maximum amount of this Contract.

Authorized Agent: The duly authorized representative of the Board of Directors of Contractor and duly elected or appointed, qualified, and acting officer of CSD. In the case of Contractor, CSD shall be in receipt of board resolution affirming an agent's representative capacity to bind Contractor to the terms of this Contract.

CSD Program Advisory (CPA): The purpose of the CPA is to provide information, correct problems, contradictions and uncertainty. A CPA serves as short-term guidance to inform or direct immediate action to correct a problem or provide relief from an obligation.

CSD Program Notice (CPN): The purpose of the CPN is to supplement contractual requirements and facilitate program implementation. A CPN serves as long term guidance to summarize or interpret regulations or contract requirements.

Call-Back: A call-back is a visit from Contractor that occurs when a measure fails (either during inspection, or later within the warranty period) and must be corrected by the Contractor. The required warranty periods are defined in CSD's TRM. Warranty corrections and apply to both the LIHEAP and DOE weatherization programs.

California Certified Inspector/Risk Assessor Contractor: An individual who is certified by the State of California, Department of Health Services, as a lead-related construction Inspector/Risk Assessor.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



California Energy Commission (CEC) Climate Zone: The CEC established 16 climate zones that represent a geographic area and that have a particular weather pattern. These climate zones are based on energy use, temperature, weather, and other factors that determine the types of building standards that are subject to the Title 24 Energy Efficiency Standards and that dictate the energy conservation measures that must be installed in a weatherized dwelling, as required by law.

Certification Date: The date the applicant is deemed eligible and the Contractor commits to provide services. The certification date should not be before the intake date.

Certified Lead-Free: Residential property that has been determined by a California Certified Inspector/Risk Assessor Contractor to be absent from the presence of lead-based paint.

Certified Lead-Safe: Residential property in which lead-painted surfaces are intact and/or have been treated with measures to stabilize and eliminate lead-paint hazards and that, as such, poses no immediate threat to the occupants as determined by a California Certified Inspector/Risk Assessor Contractor.

Certified Translator: A translator that has been certified to translate a specific language and are often members of a professional translation association such as American Translators Association and American Literary Translators Association, etc.

Children: Members of a household who have not attained their 19th birthday.

Client Education/Counseling: Includes, but is not limited to, providing client with written information describing energy-saving behavioral adjustments that will decrease the energy consumption of the household; providing client with resource information, referral, and budget counseling in order to assist clients in achieving self-sufficiency; providing client with mold and lead-safe education and advising client of the benefits of weatherization in their homes.

Client Intake: Includes, but is not limited to, the process of completing an intake form and reviewing applicant documentation in order to verify eligibility.

Client Needs Assessment: The act of acquiring additional and appropriate information from an eligible client to determine the needs that can be served by Contractor and other available programs after eligibility has been established.

Contractor: The entity (partnership, corporation, agency, or association) designated on the face sheet (STD 213) of this Contract.

CORE: Combined Output Reporting Engine (CORE) System: Software used by CSD's Local Service Providers to submit Utility Assistance, Wood, Propane, and Oil transaction records for validation and further processing.

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Crisis: Weather-related and/or supply-shortage emergencies and other household energy-related emergencies that negatively impact the energy-related economic conditions of low-income households. A crisis can be caused by:

a. Cold or hot weather-related events, such as flood, earthquake, tornado, hurricane, ice storm/freeze; or events meeting such other criteria as the Governor, and/or the President of the United States, at their discretion, and/or their designee, including CSD, may determine to be appropriate; or

b. Geopolitical events, such as wars, terrorism, civil disturbances, and embargoes, including geopolitical events that negatively impact the energy-related economic conditions of low-income households.

CSD: The State of California Department of Community Services and Development.

Database Transfer: A method wherein contractors utilize a local database platform to provide CSD with downloaded client and other program data.

Di Minimis Levels: The amount of lead paint disturbed in a dwelling is comprised of 2 square feet per room of interior surfaces, or 20 square feet of exterior surface, or 10% of a small component, e.g., windowsill, baseboards, and trim. When calculating the di minimis level, the entire surface of the component must be included in the computation. For example, when replacing a 2 x 3 foot window, the de minimis level would be 6 square feet and would exceed the maximum allowance for interior surfaces and the unit would be subject to HUD Regulation.

Diagnostic Testing: Series of testing protocols performed under the weatherization program involving the use of specialized tools to assess: the operating condition of combustion appliances for general safety and carbon monoxide emission levels, and pressurized diagnostic testing procedures to assess the integrity of building envelopes and duct systems for leakage and outside air infiltration. Diagnostic tests shall only be performed by qualified individuals possessing the required skill and training needed to perform diagnostic testing activities.

Direct Services: The portion of the LIHEAP funding to carry out the provisions of LIHEAP services and activities of this Contract, to include: Weatherization, Energy Crisis Intervention Program (ECIP) Services (excluding Utility Assistance), and Wood Propane and Oil (WPO).

DOE:The United States (U.S.) Department of Energy that provides funds for the Weatherization Assistance Program for Low-Income Persons. This program is authorized by Title IV of the Energy Conservation and Production Act (Pub. L. 94-385; 42 USC § 6801). The federal regulations for this program are in 10 CFR Part 440.

Dwelling Assessment: The process used to evaluate the service needs of an eligible dwelling for weatherization services offered under the DOE and LIHEAP weatherization programs. An

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



assessment shall be performed by qualified individuals possessing the required skill and training needed to perform assessment activities.

Dwelling Unit: A house, including a stationary mobile or manufactured home, an apartment, a group of rooms, or a single room occupied as separate living quarters.

EHA-16:A term used to reference Emergency Crisis Intervention Program, Home Energy Assistance Program and Assurance-16 service components.

Elderly:An individual 60 years of age or older.

Electric Base Load Measure: A subcategory of weatherization measures designed specifically to reduce energy consumption in the areas of lighting and electrical appliances. Allowable electric base load measures include compact and torchiere fluorescent lamps, microwave ovens, refrigerator replacements, and electric water heater timers.

Electronic File:A contract or other record created, generated, sent, communicated, received, or stored by electronic means.

Emergency:Meets the federal definition at 42 USC § 8622(1) and shall be defined as being any one or more of the following conditions:

a. A natural disaster (whether or not officially declared);

b. A significant home energy supply shortage or disruption;

c. An official declaration of a significant increase in:

   i. Home energy costs;

   ii. Home energy disconnection;

   iii. Enrollment in public benefit programs; or

   iv. Unemployment and layoffs;

d. An official emergency declaration by the Secretary of Health and Human Services.

   In those situations where there is not an official federal, state, or local declaration of emergency, e.g., an undeclared natural disaster or a significant home energy supply shortage or disruption that affects a low-income individual, an emergency will be deemed to exist by CSD where there is imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



Energy Burden: The expenditures of the household for home energy divided by the income of the household.

Energy Conservation Measures (also known as Weatherization Measures): A wide variety of measures installed in or applied to the dwelling to increase the energy efficiency or to reduce the total energy expenditures of the dwelling.

Environmental Inspection: A visual assessment and sampling which includes asbestos, lead and radon when allowable per the contract. Environmental inspections shall be in accordance with all CSD policies and procedures and in compliance with all Federal and State regulations. Allowable costs include actual labor costs while on the jobsite and testing fees associated with the inspection.

Evaporative Cooler Repairs: Repair or replacement of filter pads, water pumps, belts, motors, or other components that promote efficient operation of the unit.

Final Allocation: The actual amount of funds available to Contractor under this Contract, as calculated pursuant to Title 22, California Code of Regulations, Section 100830 after CSD receives the notice of grant award for the full annual allocation based on the appropriation by Congress for the Federal Fiscal Year, and as publicly announced by CSD's Director or designee, subsequent to the execution of this Contract.

General Heat Waste Measures: A subcategory of weatherization measures designed specifically to improve energy efficiency by reducing general heat and cooling waste within the dwelling. Measures are intended to be relatively low-cost items that are quickly and easily installed with a total measure costs, including labor.

General Operating Costs: Costs that are directly allocable to those costs defined as related facilities, office and computer equipment, office supplies, telephone and travel as allowable program costs.

Hazardous Condition: Any condition posing an immediate health and safety threat to the client and/or persons working in the dwelling unit. Hazardous conditions include but are not limited to: Combustion Appliance Safety (CAS) hazards, appliance-related hazards, and electrical hazards as defined in the CSD TRM.

Heating/Air Conditioning Appliance Repairs/Replacements: The complete unit replacement, adjustments of gas pressure and/or air/fuel mixture, replacement of thermocouples, adjustment of refrigerant charge, filter replacements, or other component repairs or replacements necessary for safe and efficient operation.

Health and Safety Measures: A subcategory of weatherization measures installed to mitigate health and safety hazards generated by combustion appliances and to preserve or improve indoor

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



air quality. These measures include CO alarms, smoke alarms, heating/cooling and water heater repairs and replacements, Environmental Hazard Work weatherization and kitchen cooking appliance repair and replacements.

Highest Home Energy Needs: The home energy requirements of a household determined by taking into account both the energy burden of such household and the unique situation of such household that results from having members of vulnerable populations, including very young children (0-5), individuals with disabilities, and frail, older individuals (60+).

Home Energy Rating System (HERS) Provider, also referred to as HERS Rater: An entity or individual recognized by the California Energy Commission as a HERS Provider and certified in performing the necessary field and diagnostic testing verifications for demonstrating compliance with the 2016 Building Energy Efficiency Standards.

HUD Unit:A housing unit participating in a U.S. Department of Housing and Urban Development (HUD) Assisted Housing Program.

Infiltration Reduction Measures: A subcategory of weatherization measures installed in or applied to dwellings to reduce or stop the uncontrolled flow of conditioned air out of the dwelling or the uncontrolled flow of outside air into conditioned areas in the dwelling. Infiltration reduction is best accomplished with shell leakage technology

Intake Date:The date the Contractor receives or accepts the application.

Interim Allocations: Incremental releases of Continuing Resolution appropriations by CSD to fund LIHEAP Direct Services and Utility Assistance program activity under this Contract.

Interest Income: The interest earned by a Contractor directly generated or earned as a result of unexpended LIHEAP grant funds at the end of a contract term period. The interest earned by a Contractor is income generated as a result of depositing federal funds in an interest-bearing account.

Labor and Material Measures: Those measures where the measure reimbursement is based on the combined total of labor and material and the quantity of the measure itself is not limited to a specific amount per weatherized dwelling.

Labor and Material Single-Quantity Measures: Those weatherization measures where the reimbursement is based on the combined total of labor and material cost and the maximum quantity of the measure is limited to a single item per weatherized dwelling.

Liability Insurance: Insurance coverage to protect against claims alleging one’s negligence or inappropriate action resulting in bodily injury or property damage. Related costs shall mean those actual costs allocated for insurance bonds, general liability insurance, and pollution occurrence insurance. Pollution occurrence insurance is optional.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



Major Vehicle and Field Equipment Costs: Actual costs associated with the purchases of vehicles, office equipment and field equipment $10,000 or greater per unit used for the purpose of delivery of direct services. Pre-approval from CSD is required. Field equipment means diagnostic equipment and related equipment. Purchases must follow all federal and state rules and regulations governing LIHEAP pertaining to procurement standards.

Materials:Materials are those allowable items that are installed in or on the dwelling. All materials shall be in conformance with the CSD TRM and 10 CFR Part 440 Appendix A – Standards for Weatherization Materials.

Maximum Amount: The dollar amount reflected on line 3 of the face sheet (STD 213) of this Contract, as amended to reflect the Final Allocation for the term of this Contract.

Migrant Farm Worker: A seasonal farm worker who performs or has performed farm work during the eligibility determination period (any consecutive 12 month period within the 24 month period preceding application for program benefits and/or services) that requires travel such that the worker is unable to return to his/her domicile (permanent place of residence) within the same day. Migrant farm worker is not a term used in the contract but is captured for reporting purposes in CSD's Weatherization Database, EARS and Intake Form (CSD 43).

Minor Vehicle and Field Equipment Costs: Actual costs associated with the purchase of vehicle, office equipment and field equipment under $10,000 per unit used for the purpose of delivery of program services. Purchases must follow all federal and state rules and regulations governing LIHEAP pertaining to procurement standards.

Mobile or Manufactured Home: A manufactured home regulated by the California Department of Housing and Community Development (HCD) that is built on a trailer chassis and designed for highway delivery to a permanent location, and it can be a single-, double-, or triple-wide home. To receive weatherization services under a CSD program, a mobile home must be a permanent, full-time residential dwelling, with a floor area of at least 330 square feet.

Modified Dwelling Assessment: The process used to evaluate the limited service needs of an eligible dwelling that has been previously weatherized under the DOE or LIHEAP weatherization programs. The assessment is limited in scope and does not encompass a re-assessment of the entire dwelling unless measures have exceeded their useful life under LIHEAP. Assessments limited to ECIP EHCS work on dwellings not receiving weatherization services are to be included in the cost of the ECIP measure. An assessment shall be performed by qualified individuals possessing the required skill and training needed to perform assessment activities.

Modification: An immaterial change to this Contract that does not require an Amendment.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



Multi-Unit Dwellings (MUD) also known as Multi-Family Buildings (MFB): Defined as residential dwelling structures containing more than one residential unit within a single building, including: duplexes, triplexes, fourplexes, and multi-unit apartments. For purposes of travel reimbursement to Contractors and shell leakage testing, Multi-Unit Dwellings are defined as multi-unit dwellings, e.g., apartments, with five or more attached residential units.

Natural Disaster: A weather event (relating to cold or hot weather), flood, earthquake, tornado, hurricane, or ice storm, or an event meeting such other criteria as the Secretary of Federal Department of Health and Human Service, in the discretion of the Secretary, may determine to be appropriate. For the purpose of the CSD Disaster Relief Plan, emergency services may be provided to low-income individuals and families affected by a natural disaster when the event is declared by a Presidential or Gubernatorial Order as a Federal or State Emergency.

Nonprofit charitable organization: Is defined by the Internal Revenue Code, Section 501(c) (3) (26 USC § 501(c)(3)). Section 501(c) (3) is a tax law provision granting exemption from the federal income tax to nonprofit organizations. 501(c)(3) exemptions may apply to corporations, and any community chest, fund, or foundation, organized and operated exclusively for religious, charitable, scientific, testing for public safety, literary, or educational purposes, or to foster national or international amateur sports competition, or for the prevention of cruelty to children or animals.

Outreach and Its Related Costs: Outreach activities are designed to ensure that eligible households, especially households with elderly and/or disabled individuals with high home energy burdens, are made aware of the assistance available. Costs relating to these activities may include: developing outreach materials (flyer/brochure information packets), advertising costs, printing costs, outreach mailers to targeted households, travel to outreach sites and related facilities, site costs, and the referral of eligible households to assistance providers in the community. Intake and assisting with the completion of an intake form are not considered outreach or a related cost.

Parties: CSD on behalf of the State of California, and the Contractor.

Pledge: A guarantee of payment or promise to pay made by the Contractor to the Utility Company via phone, fax, e-mail or webservice and guaranteed by CSD.

Pledge Date: The date in which the Contractor contacts the Utility Company via phone, fax, e-mail or webservice to pledge a payment on behalf of the applicant.

Pledge Timeframe: A set length of time, beginning on the date the Contractor makes the pledge and ends after a fixed number of days.

Program: Weatherization, HEAP, ECIP, and Assurance 16 services provided under 42 USC §§ 8621 et seq., as amended.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



Program Income: Program income means gross income earned by Contractor that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance except as provided in 45 CFR § 75.307(f). "During the period of performance" is the time between the time in which the CSD may incur new obligation to carry out the work authorized under the award.

Reweatherization: Once a dwelling has been submitted to CSD for reimbursement as a completed unit, any subsequent weatherization services provided to the dwelling shall be considered reweatherization.

Ride-along: A representative of the Contractor who accompanies a designated third-party inspector while performing on-site inspections. CSD requires that, when possible, a ride-along be sufficiently trained to make necessary corrections during inspections, thereby minimizing or eliminating the need for return trips that may inconvenience the client and/or require re-inspection in accordance with the CSD TRM.

Seasonal Farm Worker: A person who during the eligibility determination period (any 12 month period within the 24 month period preceding application for program benefits and/or services) was employed at least 25 days in farm work or earned at least $400 in farm work and who has been primarily employed in farm work on a seasonal basis, without a constant year-round salary. Seasonal farm worker is not a term used in the Contract but is captured for reporting purposes in CSD's Weatherization Database, EARS and Intake Form (CSD 43).

Separate Living Quarters: Living quarters in which the occupant(s) do not live and eat with any other person(s) in the structure and which have either: (1) direct access from the outside of the building or through a common hall; or (2) complete kitchen facilities for the exclusive use of the occupant(s). The occupant(s) may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements.

Single-Family Dwelling: A dwelling structure containing no more than one dwelling unit. For the purposes of travel reimbursement and shell leakage testing, a single-family dwelling is defined as a one-unit, single-family dwelling or a one-unit, single-residential housing dwelling with one to four attached units.

Single Quantity Fixed-Fee Measures: Those weatherization measures with an assigned fixed-fee reimbursement and which limit the maximum quantity of the measure/service to a single item per weatherized dwelling.

State: The State of California Department of Community Services and Development.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



Subcontractor: An entity (partnership, corporation, association, agency, or individual) that enters into a separate contract or agreement with Contractor to fulfill direct program or administrative tasks in support of this Contract.

Subcontract: A separate contract or agreement entered into by and between Contractor and Subcontractor to fulfill direct program or administrative tasks in support of this Contract.

Useful Life: Useful life means the length of time a Weatherization or ECIP HCS measure is expected to be useable.

Utility Assistance Funding: The portion of LIHEAP funding used to provide utility assistance services under ECIP Fast Track and HEAP Electric and Gas. These funds are administered by Contractor but paid to eligible clients – or to utility companies on the client's behalf – by CSD from Contractor's allocated amount of funding.

Vendor: An individual, sole proprietorship, firm, partnership, corporation, or any other business venture from which materials and goods are supplied and purchased.

Vulnerable Populations: Young children (ages 5 years or under), disabled, and elderly persons (ages 60 or older).

Weatherization Training and Its Related Costs: Costs associated with the training of personnel or subcontractors as specified in Article 9.1 of this Contract. Training may also include internal Contractor training, and attendance at weatherization-related training to include system training or other forms of weatherization training sponsored by DOE, CSD, and/or other organizations. Related costs may include salary/wages, materials, fees and travel. Excludes incurred costs associated with participation and attendance at policy advisory committee meetings and workgroups.

Workers' Compensation: Insurance that covers medical and rehabilitation costs and lost wages for employees injured at work. Workers' compensation shall mean those actual costs associated with workers' compensation coverage for program staff whose salaries and wages are chargeable under program costs.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9



## ARTICLE 14 - TABLE OF FORMS AND DOCUMENTS INCORPORATED BY REFERENCE

The following forms and documents are available on the CSD Local Agencies Portal at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx.

14.1 Forms to be returned with signed contract:

14.1.1 Certification Regarding Lobbying/Disclosure of Lobbying Activities;

14.1.2 Agency Staff and Board Roster (CSD 188);

14.1.3 Federal Funding Accountability and Transparency Act Report (CSD 279);

14.1.4 2023 LIHEAP Production Plan (CSD 622);

14.1.5 Agency Local Plan; and

14.1.6 Public Website Update Form (CSD Form 251).

14.2 The following documents are hereby incorporated by this reference:

14.2.1 2023 LIHEAP Numbers, Contractors, and Service Territories;

14.2.2 Agency Local Plan;

14.2.3 State Administrative Manual Section 5300 at http://sam.dgs.ca.gov/TOC/5300.aspx;

14.2.4 Reimbursement Rates for Weatherization and EHCS Activities;

14.2.5 Statewide Information Management Manual at https://cdt.ca.gov/policy/simm/;

14.2.6 Supplemental Audit Guide;

14.2.7 CSD Weatherization Training Program Requirements Matrix; and

14.2.8 Direct Pay Utility Pledge Timeframe.

14.3 The following CPA's and CPN's are hereby incorporated by reference:

14.3.1 CPA-A-12-01 Program Procedure Guidance with NCB Procurement Worksheet;

14.3.2 CPA-E-18-005 Expenditure Reconciliation Policy and Procedure;

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14.3.3 CPN-A-17-01 Equipment Use and Disposition Requirements;

14.3.4 CPN-A-18-01 Program Income;

14.3.5 CPN-E-19-001 Working Capital Advance;

14.3.6 CPN-E-19-002 Energy Reimbursement Policies and Procedures;

14.3.7 CPN-E-20-01 SWEATS Policy;

14.3.8 CPA-E-20-01 COVID-19 Guidance and Program Relief

14.3.8.1 CPA-E-20-01E Guidance and Program Relief for LSPs Impacted by COVID-19

14.3.9 CPA-A-20-02 Administrative Relief from Loss of Operations Due to COVID-19 Crisis

14.3.10 CPN-E-20-02 PSPS Emergency Preparedness Pilot Policy;

14.3.10.1 CPN-E-20-02E PSPS Emergency Preparedness Pilot Policy Errata

14.3.10.2 CPN-E-20-02M PSPS Emergency Preparedness Pilot Policy

14.3.10.3 CPN-E-20-02M2 PSPS Emergency Preparedness Pilot Policy Modification

14.3.10.4 CPN-E-20-02M3 PSPS Emergency Preparedness Pilot Policy

14.3.11. CPN-E-20-03E7 Payment of Wages and Benefits COVID-19 Errata 7

14.3.12 CPN-E-20-05 Transferring Funds

14.3.13 CPA-E-20-09 Raising Procurement Levels

14.3.14 CPA-E-21-01 Technical Reference Manual Transition

14.3.15 CPA-E-21-02 Revised Weatherization Forms Implementation

14.3.15.1 CPA-E-21-02E Revised Weatherization Form Implementation

14.3.16 CPA-E-21-04 WPO Benefit Formula Policy
14.3.16.1 CPA-E-21-04M WPO Benefit Formula Policy Modification

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

Department of Community Services and Development
CSD 279 (Rev. 4/2022)

**Community Services and Development**
**Federal Funding Accountability and Transparency Act Report Form**

# Return with the Contract

As of October 1, 2010, CSD is required to comply with sub-award reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA). CSD must file the FFATA sub- award report by the end of the month following the month in which CSD awards funds greater than or equal to $25,000 to any agency/service provider. In accordance with terms of the CSD agreement, agencies are required to provide the information requested in this form on or beforethe above due date. Failure to timely submit the completed form may result in "high-risk" designation and/or imposition of additional special terms and conditions on the agency's eligibility for CSD funds.

Please e-mail completed report form to the program e-mail address listed below:

**Department of Energy Weatherization Assistance Program**: Wx@csd.ca.gov

**Community Services Block Grant**: csbg.div@csd.ca.gov

**Low Income Home Energy Assistance Program:** Wx@csd.ca.gov

**AGENCY/SUB-AWARDEE INFORMATION**

| | | |
|---|---|---|
| Agency Name | County of Mariposa | |
| Program Type **(Check One)** | ☐**CSBG** ☐**LIHEAP** ☐**DOE WAP** ☐**OTHER** LIHEAP | |
| Contract Number | 23B-5021 | |
| Performance Period(s) (mm/dd/yy - mm/dd/yy) | 11/01/22 - 6/30/24 | |
| Agency Unique Entity ID (SAM.gov) **NEW** | 71859607 | |
| Agency Primary Contact Information *(person responsible for completing thisform)* | Name: | Lori Norman |
| | Title: | Senior Administrative Analyst |
| | E-Mail: | lnorman@mariposacounty.org |
| | Phone: | 209-742-0851 |
| Location of Agency | Mailing Address: | P.O. Box 99, Mariposa |
| | State: | California |
| | Zip + 4 Digits (+4 digit is required) | 95338-0099 |
| | U.S. Congressional District: | 4th District |
| | State Assembly District: | District 5 |
| | State Senate District: | District 8 |

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

Department of Community Services and Development
CSD 279 (Rev. 4/2022)

| | | |
|---|---|---|
| Place of Performance *(where program funds are primarily spent, if different from agency location above)* | Mailing Address: | 5362 Lemee Lane, Mariposa |
| | State: | California |
| | Zip + 4 Digits (+4 digit is required) | 95338 |
| | U.S. Congressional District: | 4th District |
| | State Assembly District: | District 5 |
| | State Senate District: | District 8 |

| | | | |
|---|---|---|---|
| Agency (Sub-Awardee) Executive Compensation Reporting | Is more than 80% of your agency's annual gross revenue from the Federal government?<br><br>(If YES, continue to the next question. **If NO, you are now finished completing this form.)** | ☐ Yes | ☒ No |
| | Does your agency's total annual federal funding exceed $25 million?<br><br>(If YES, continue to the next question. **If NO, you are now finished completing this form.)** | ☐ Yes | ☐ No |
| | Is your agency one of the entities described below?<br><br>▪ A tax-exempt nonprofit entity required to file an annual Form 990 return with the Internal Revenue Service (IRS).<br><br>▪ A publicly owned corporation required to file annual reports with the Securities and Exchange Commission (SEC). | ☐ Yes | ☐ No |
| | (If NO, please list the names and compensation of your agency's top five highest compensated employees in the spaces below. If YES, you are now finished completing this form.) | | |

| | | |
|---|---|---|
| Five Highest Compensated Executives/Employees | Name | |
| | Compensation | |
| | Name | |
| | Compensation | |
| | Name | |
| | Compensation | |
| | Name | |
| | Compensation | |
| | Name | |
| | Compensation | |

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## Description of Information Requested

Place of Performance

Address represents where the prime recipient is performing the majority of work funded. If the award fundsmultiple projects in different locations, then an address such as a city hall or county seat may be the most appropriate if it represent where the majority of funds are being used.

Agency/Sub-Awardee Executive Compensation Reporting

Sub-awardees must report the total compensation and names of the top five executives in the organization if:

a) More than 80% of the annual gross revenues are from the Federal government, and those revenues aregreater than $25 million annually; and

b) Compensation information is not readily available through reporting to the to the IRS on a Form 990 (section6104 of the Internal Revenue Code of 1986), or through reporting to Securities and Exchange Commission (SEC).SEC reporting is required for publicly owned/traded corporations.

Exemptions: Refer to 2 CFR
Part 170 for exemption criteria. http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-part170.pdf

## Additional Resources

| | |
|---|---|
| **Unique Entity ID (UEI Number)** | |
| On April 4, 2022, the D-U-N-S® Number will be removed and the Unique Entity ID (SAM) will be the authoritative identifier. This ID is used within SAM.gov and other government award and financial systems to identify a unique entity. The transition to the Unique Entity ID (SAM) is a federal governmentwide initiative. | https://sam.gov/content/home<br>https://gsa.gov/entityid |
| **Zip Code + 4 Digit Zip** | |
| Use the United States Postal Service website to identify your +4 digit zip | https://tools.usps.com/go/ZipLookupAction!input.action |
| **Congressional District** | |
| Use the following sites to identify your congressional district | |
| U.S. Congressional District | http://www.house.gov/representatives/find/ |
| State Assembly and Senate District | http://findyourrep.legislature.ca.gov/ |
| **Reporting Requirement Regulations** | |
| The Federal Funding Accountability and Transparency Act of 2006 | http://www.gpo.gov/fdsys/pkg/PLAW-109publ282/html/PLAW-109publ282.htm |
| FFATA Subaward Reporting System (FSRS) website | https://www.fsrs.gov/ |

# MARIPOSA COUNTY

Board of Supervisors

**RESOLUTION - ACTION REQUESTED 2023-408**

| | |
|---|---|
| MEETING: | August 1, 2023 |
| TO: | The Board of Supervisors |
| FROM: | Joe Lynch, Director of Health and Human Services |
| RE: | Approve an Agreement with Alliance for Community Transformations in the Amount of $189,506 for Community Services; and Authorize the Board of Supervisors Chair to Sign the Agreement |

## RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Alliance for Community Transformations in the Amount of $189,506 for Community Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

Mariposa County Health & Human Services Agency has been contracting with Mariposa Heritage House to provide Substance Use Disorder Recovery Services and Supports since 2014. Over time, HHSA has worked with Alliance to expand their services to become a Homeless Drop In Center, provide Housing Navigation and Supports for Whole Person Care participants and homeless community members, operate a HUD funded Continuum of Care Permanent Supportive Housing Program, and provide disaster case management following the Detwiler Fire of 2018 and Oak Fire of 2022. Through these collaborative projects, Alliance for Community Transformations has demonstrated their capacity to work with the homeless community. For fiscal year 2024, HHSA and Alliance will deviate from previous years and create separate agreements for Connections Drop-in and Housing and Homeless services. The agreement for this resolution request involves housing and homeless services.

## BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the most recent agreement with Alliance Mariposa Heritage House Connections on June 28, 2022 through Resolution No. 2022-380.

## ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Mariposa County Board of Supervisors could make a decision not to approve this contract with Alliance. Should this happen, HHSA would need to either continue operations of these services to the community or would need to discontinue services to the homeless populations and to those in the recovery community.

## FINANCIAL IMPACT

There is no impact on the General Fund.

## ATTACHMENTS

1. **Alliance MHH Agreement 2024 - Community Services**
2. **MHHSA Budget Proposal 23.24 H&H**

**VOTE RESULT**

| | |
|---|---|
| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District I Supervisor Rosemarie Smallcombe |
| **SECONDER:** | District IV Supervisor Wayne Forsythe |
| **AYES:** | District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe |

# AGREEMENT FOR COMMUNITY SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20__, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Alliance for Community Transformations ("Contractor"), pursuant to the following terms and conditions.

**W I T N E S S E T H:**

## 1. TERM

The term of this Agreement shall commence on July 1, 2023 and terminate on June 30, 2024 unless extended as provided by this Agreement.

## 2. SERVICES

Contractor shall perform community services as described in Exhibit A, "Scope of Work," and Exhibit B, "Reporting Requirements," which are attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

## 3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $189,506 as set forth in Exhibit C, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

## 4. INSURANCE

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be three times the required occurrence limit.

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $1,000,000 per occurrence or claim, $3,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

(1) Additional Insured Status: County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance with respect to Contractor's negligent performance of the services as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to County.

(7) Verification of Coverage: Contractor shall furnish County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

(9) Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## 5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all negligent or willful acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence or willful acts.

## 6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

## 7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an

employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

## 8. STATE AND FEDERAL TAXES

As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

a. County will not withhold FICA (Social Security) from Contractor's payments;
b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
c. County will not withhold state or federal income tax from payment to Contractor;
d. County will not make disability insurance contributions on behalf of Contractor;
**e.** County will not obtain workers' compensation insurance on behalf of Contractor.

## 9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars ($10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

## 10. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of Contractor under this Agreement will be permitted only with the express written consent of County.

## 11. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

| **CONTRACTOR:** | **COUNTY:** |
|---|---|
| Alliance for Community Transformations | County of Mariposa<br>5362 Lemee Lane |

P.O. Box 2075
Mariposa, CA 95338

P.O. Box 99
Mariposa, CA 95338

## 12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

## 13. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

## 14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

## 15. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

## 16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit C.

B. Either party may terminate this Agreement for convenience upon 30 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be

entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit C.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

**17. NO WAIVER**

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

**18. DISPUTES**

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any such action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

**19. CAPTIONS**

The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**20. NUMBER AND GENDER**

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

**21. MANDATORY AND PERMISSIVE**

"Shall" is mandatory. "May" is permissive.

## 22. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

## 23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

## 24. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

## 25. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

## 26. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to this Agreement shall comply with all requirements of law, including capacity and authority to amend or modify this Agreement.

## 27. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

## 28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other

## 29. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

## 30. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal year covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to such reduction or modification of the County budget, or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

| | |
|---|---|
| COUNTY OF MARIPOSA | CONTRACTOR |
| _____ | _____ |
| Miles Menetrey, Chair<br>Board of Supervisors | Alison Tudor, Executive Director<br>Alliance for Community Transformations |
| COUNTERSIGNED:<br>*(Government Code §25103)* | APPROVED AS TO FORM: |
| _____ | _____ |
| Danielle Bondshu<br>Clerk of the Board | Steven W. Dahlem<br>County Counsel |

## Exhibit A - SCOPE OF WORK

I. **Description of Services**

Alliance for Community Transformations, Mariposa Heritage House (MHH) Program, will provide the following services:

A. Operation of a drop-in center for homeless and underserved individuals:
   a. Facility will be open Monday-Friday weekly from 8am-5pm. Should services not be provided and/or available five days a week, a new proposed schedule shall be submitted and approved by Mariposa County Health & Human Services Agency (HHSA) at least five (5) business days before implementation of change of business.
   b. MHH will be closed 4 days a year for staff meetings and training.
   c. Will provide information, referrals, and linkages to community services.
   d. Will provide individuals with access to shower facilities, meals, laundry facilities, group rooms, resting rooms, etc.

B. Homeless and Housing services:
   a. Conduct intakes and provide case planning and case management support for individuals enrolled in the MHH Housing program.
      i. All housing intake referrals shall be completed within five business days.
      ii. All housing intakes shall be input into the Central Sierra Continuum of Care (CoC) Coordinated Entry form and Homeless Management Information System (HMIS) within three (3) business days of the intake interview.
      iii. Conduct assessment utilizing agreed upon assessment tools; this may include but is not limited to, Central Sierra Continuum of Care CoC Survey Long form 2.0 or Central Sierra CoC's HMIS Project Entry form.
      iv. For every household seeking any type of housing related assistance to be included in the HMIS data collection system with client consent.
      v. Track household progress within the various housing programs as necessary for continuity of care.
      vi. Participate in regular multi-agency team meetings to coordinate housing support for homeless individuals (Housing Team meetings, CoC calls, Housing MDT meetings, and others).
      vii. Provide support and linkage to appropriate and eligible housing assistance programs and services with a warm hand-off to programs and services whenever possible.
      viii. Provide individualized case planning and provide case management at least weekly in order to support individuals experiencing homelessness.

**Reporting/Invoicing:**

C. Submit detailed invoices and receipts of exact costs to be paid by Mariposa County Health and Human Services Agency by the 15th of every month with the exception of the last invoice of the fiscal year being submitted no later than July 10th.
D. Housing: Input and oversight related to the current maintenance of all required and expected intakes and ongoing assessments, case management, financial, demographic, and other relevant statistical data into the data collections systems as designated by Mariposa County, including but not limited to, HMIS and CoC's Coordinated Entry. All data collection must be kept current; reports shall be run monthly to ensure timeliness and accuracy of data:
    a. All intakes must be input into the HMIS system within three (3) business days of the intake interview.
    b. The contractor will attend local, regional, and statewide housing meetings.
    c. The contractor shall submit monthly reports to HHSA.
E. Provide Mariposa County Health and Human Services Agency with a monthly report (See attached).
F. Present quarterly at the Mariposa Abuse Prevention Committee meeting on contract goals and participation rates.

Mariposa County Health and Human Services will provide the following services to help support Mariposa Heritage House:

a. Provide behavioral health professional consultation and case staffing assistance to MHH as needed with appropriate releases.
b. Accept referrals from Alliance for Community Transformations, Mariposa Heritage House Program, professionally and timely.
c. Pay appropriate invoices within thirty (30) business days upon receipt.
d. Hold Administrative Team Meetings to review and evaluate program effectiveness.
e. Assist MHH in obtaining and providing appropriate documentation to meet program and fiscal requirements.

Exhibit B

**Reporting Requirements**

| Housing Reporting | |
|---|---|
| Program Name | Housing Supportive Services: Mariposa Heritage House |
| Reporting Month | |

| Data to Capture | Unduplicated Numbers | Duplicated Numbers |
|---|---|---|
| 1. Number of referrals to County BH Services | | |
| 2. Number of individuals that engaged in County BH treatment | | |
| 3. Total number of homeless individuals served | | |
| 4. Total number of individuals served | | |
| 5. Average interval between referral and engagement (measured in days) | _____ Days | |

| Data to Capture | Totals |
|---|---|
| Number of intakes in reporting period (reported in HMIS) | |
| Number of VI-SPDAT or assessment tools used to rank housing needs | |
| Number of cases managed for housing | |
| Number of people housed within the reporting period | |
| Number of people removed from housing within the reporting period | |

**ATTACHMENT**

**Heritage House Monthly Reporting**

| Age | Totals |
|---|---|
| 0-15 | |
| 16-25 | |
| 26-59 | |
| 60+ | |
| Decline to state | |

| Race | Totals |
|---|---|
| American Indian or Alaskan Native | |
| Asian | |
| Black or African American | |
| Native American or other Pacific Islander | |
| White | |
| Other | |
| More than one race | |
| Decline to Answer | |

| Gender Assigned at Birth | Totals |
|---|---|
| Male | |
| Female | |
| Decline to State | |
| Current Gender Identity | |
| Male | |
| Female | |
| Transgender | |
| Queer | |
| Questioning or unsure | |
| Another Gender Identity | |
| Decline | |

| Sexual Orientation | Totals |
|---|---|
| Gay or Lesbian | |
| Hetero or Straight | |
| Bisexual | |
| Questioning or Unsure | |
| Queer | |
| Another Sexual Orientation | |

| | |
|---|---|
| Decline | |

| Veteran Status | Totals |
|---|---|
| Yes | |
| No | |
| Decline to State | |

| Language | Totals |
|---|---|
| English | |
| Spanish | |
| Unknown/other | |

| Ethnicity | Totals |
|---|---|
| Hispanic or Latino | |
| Caribbean | |
| Central American | |
| Mexican/Mexican-American | |
| Puerto Rican | |
| South American | |
| Non-Hispanic or Latino | |
| African | |
| Asian Indian/South Asian | |
| Cambodian | |
| Chinese | |
| Eastern European | |
| European | |
| Filipino | |
| Japanese | |
| Korean | |
| Middle Eastern | |
| Vietnamese | |
| Other | |
| Decline | |
| | |
| Unknown | |
| More than one Ethnicity | |

| Disability | Totals |
|---|---|
| Difficulty Seeing | |

| | |
|---|---|
| Difficulty Hearing | |
| Mental Illness | |
| Physical/Mobility issues | |
| Chronic Health Condition | |
| Other | |

Exhibit C

**Cost Proposal**

Please see Attachment – *MHSSA Budget Proposal* for complete information pertaining to the Cost Proposal.

Mariposa Heritage House Budget

July 1, 2023 - June 30, 2024

| Personnel Narrative | Personnel Calculation | H&H Cost |
|---|---|---|
| **Executive Director:** Oversees grant management and program direction; fills in for program director when needed; 72% H&H | $9,584.75 per month x 12 months x 4.3471835% | $ 3,600 |
| **Program Director (Vacant):** Oversees all staff & programs at MHH, responsible for grant reporting. This position is for the full 12 months of the grant and represents the new MHH Program Director; 30% H&H | $6,326.58 per month x 12 months x 31.7826% | $ 7,239 |
| **Program Director 1.1:** Oversees all staff & programs at MHH, responsible for grant reporting. This position is for the first two months of the grant and will be providing training for the new MHH Program Director; 30% H&H | $6,233 per month x 2 months x 67.9127% | $ 2,540 |
| **Systems Specialist**: Supports on site systems, data entry & tracking at MHH | $27.52 per hour x 40 hours per week x 52 weeks x 7.385% | $ 3,043 |
| **Program Coordinator (Vacant)**: Supervises staff and programs at MHH. This position does not begin until 10/1/2023; 50% H&H | $5,480.78 per month x 9 months x 20% | $ 4,933 |
| **Peer Counselor 5:** facilitates daily programming and counseling at MHH; 5% H&H | $21.52 per hour x 40 hours per week x 52 weeks x 49.99% | $ 1,119 |
| **Volunteer Program Specialist 8:** facilitates daily programming and classes at MHH - 100% H&H | $21.52 per hour x 40 hours per week x 52 weeks x 46.08% | $ 20,626 |
| **Housing Navigator 20: F**acilitates Housing Navigation for MHH client - 100% H&H | $20.89 per hour x 40 hours per week x 52 weeks x 76.976% | $ 33,447 |
| **Life Skills Training Program Specialist 1.2:** facilitates daily programming at MHH - 100% H&H | $20.89 per hour x 40 hours per week x 52 weeks x 32.169% | $ 13,978 |
| **Program Aide 2.1:** assists with daily programming at MHH, fills in for other staff when needed- 100% H&H | $18.33 per hour x 40 hours per week x 52 weeks x 49.992% | $ 19,060 |

| | | |
|---|---|---|
| **Program Aide 2:** assists with daily programming at MHH, fills in for other staff when needed, supports Drug Court, provides Recovery Peer Supports; 50% H&H | $19.76 per hour x 40 hours per week x 52 weeks x 25% | $ 5,138 |
| **Program Aide 8:** assists with daily programming at MHH, fills in for other staff when needed ; 100% H&H | $17.793 average per hour x 24 hours per week x 52 weeks x 100% | $ 22,206 |
| **Overtime:** cost of hourly staff's overtime when necessary (average rate from all hourly staff) | Average of $31.53 per hour x .426944 hours per week x 52 weeks x 100% | $ 504 |
| *Personnel subtotal* | | *$ 137,432* |
| Employee Benefits - 23% of staff time | | $ 31,609 |
| Personnel total | | $ 169,041 |
| | | |
| Operating | | |
| **Office Rent:** MHH office & drop in center rent. | $3,500 per month x 12 months x 38.6452381% | $ 3,237 |
| Operating total | | $ 3,237 |
| | | |
| Direct costs | Personnel + operating | $ 172,278 |
| | | |
| Indirect costs: Administrative costs including human resources, payroll, accounting, accounts payable/receiveable, benefit administration, agency databases, etc. | Total personnal & operating costs of $172,278 x 10% | $ 17,228 |
| | | |
| | | *H&H Cost* |
| Total costs | | $ 189,506 |

# MARIPOSA COUNTY

Board of Supervisors

**RESOLUTION - ACTION REQUESTED 2023-409**

MEETING: August 1, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve Fourth Amendment to Agreement with E&E Transport, LLC to Increase the Amount by $5,000 for a New Amount Not to Exceed $35,000; Include Additional Costs; Extend the Term of the Agreement to September 30, 2023; and Authorize the Board of Supervisors Chair to Sign the Amendment

---

**RECOMMENDATION AND JUSTIFICATION**

Approve Fourth Amendment to Agreement with E&E Transport, LLC to Increase the Amount by $5,000 for a New Amount Not to Exceed $35,000; Include Additional Costs; Extend the Term of the Agreement to September 30, 2023; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Due to the ongoing relief efforts in support of the Oak Fire of 2022, Mariposa County Health and Human Services Agency (HHSA) purchased trailers and subsequent installation services from E&E Transport, LLC through an agreement executed on August 30, 2022. The trailers were provided for shelter of clients affected by the Oak Fire and have increased in importance as the demand has proven to be greater than anticipated. Due to the requirement for an extension that brings the term of the agreement beyond one year, this Fourth Amendment requires execution by the Board of Supervisors Chair.

**BACKGROUND AND HISTORY OF BOARD ACTIONS**

The Board of Supervisors does not have a prior history with E&E Transport, LLC for this purpose.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION**

Non-approval of the Fourth Amendment potentially causes the County to not meet existing financial obligations.

**FINANCIAL IMPACT**

There is no impact on the General Fund.

**ATTACHMENTS**

1. **E&E Transport LLC 2023 - DH 09.06.2022 - EXECUTED(original)**
2. **EE Transportation LLC 2023 (A01) - DH 10.27.2022 - EXECUTED(A01)**
3. **E & E Transportation (A02)-2023 - CAO 11.15.2022 - EXECUTED(A02)**
4. **E&E Transport LLC (A03) 2023 - Res. CAO 04.26.2023-EXECUTED(A03)**
5. **Fourth Amendment - E&E Transport LLC Agreement 2023**

**VOTE RESULT**

| | |
|---|---|
| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District I Supervisor Rosemarie Smallcombe |
| **SECONDER:** | District IV Supervisor Wayne Forsythe |
| **AYES:** | District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe |

# AGREEMENT ROUTING SHEET

**To:** *Danielle Bondshu or Tracy Gauthier* **Dept.:** *Clerk of the Board* **Date:** 8/30/2022

**From:** Beth Rose **Agreement with:** E&E Transport LLC

## Section 1: TYPE OF PROCESSING REQUESTED: *(Complete all Section 1. fields.)*

**1) Is this a digital signature request?** **Yes** ☒ **No** ☐ *(If No, please provide two original copies signed by vendor.)*

**2) Is this the standard County Agreement Form?** **Yes** ☐ **No** ☐ *If No, please answer the following question:*

**a. Has this non-standard agreement been vetted by County Counsel (if NOT going to the Board)?**

**Yes** ☐ **No** ☐

(If Yes, provide approval to COB via email. If No, see instructions below. **Non-standard agreements will NOT be processed without County Counsel's approval.**)

## Section 2: VENDOR AND AGREEMENT TYPE *(Complete all Section 2. fields.)*

**Vendor Signator & Title:** Michael Harris, Owner
***(Name of person signing the agreement, and their title)***

**Vendor Email:** ee.transport@outlook.com
***(Email of signee)***

**For:** Trailer Transportation (Oak Fire)
*(Provide a brief description of the service provided or product purchased, i.e. **or** "Police service dog training", "Annual Senior Health Fair", etc.)*

**Term:** 8/1/2022 - 12/31/2022
*(Enter beginning "to" end. **Must be 5 years less for DH or CAO agreements**.*

**Is this an Amendment to an Agreement?** **Yes** ☐ **No** ☒

(If Yes, attach copies of all prior amendments, *AS WELL* as the initial agreement.)

## Section 3: PURCHASING AUTHORIZATION *(Complete the appropriate Section 3. field.)*

☐ **BOARD ACTION** M/Traq ID # or Res No.: _____ Scheduled Date: _____

☒ **PURCHASING CODE (CAO or Department Heads - County Code Chapter 3.08.):**

☒ $ 15,000 **DEPARTMENT HEADS, Under $20,000** (MCC Section 3.08.050 and Res. 22-462):
***(Purchasing Agent's approval required to purchase or lease real property or storage space.)***

☐ $_____ **CAO as Purchasing Agent, Under $60,000** (MCC Section 3.08.090 and Res. 22-462):

## Section 4: OTHER AUTHORIZATION *(Complete the appropriate Section 4. field.)*

☐ **CODE COMPLIANCE AGREEMENTS (Signature Authority Policy (SAP) 5.2.1.3)** $_____

☐ **SOFTWARE AS A SERVICE or OTHER SUBSCRIPTIONS or LICENSES (SAP 5.2.1.4)** $_____

☐ **INDEMNIFICATION AGREEMENTS (Res. 05-117 and 04-346)** $_____

☐ **INTRA-AGENCY AGREEMENTS & MOUs w/ No Cost) (SAP 5.2.1.2 and Res. 22-462)** $ _____

### DIGITAL SIGNATURE INSTRUCTIONS

**A. DH/CAO Approvals:**

- **If using the UNCHANGED County agreement template, proceed with routing to Clerk of the Board.**
- **If using vendor supplied agreements, or MODIFIED County Agreement template:**

1) Email to County Counsel's Office for vetting first (without routing slip.)
2) After approval by County Counsel, submit to Clerk of the Board's Office WITH email or other verification of County Counsel's approval, and a completed routing sheet.

**B. BOARD Items:**

- **Email a digital version of the agreement** *(indicating the pages needing to be signed)* **and this routing sheet to the Clerk of the Board's Office.**

**ROUTING**

- **HARD COPIES:** Route agreements and routing sheet via interoffice mail to Tracy or Danielle in the COB's Office.
- **DIGITAL COPIES:** Combine agreement and new routing slip into one PDF document and email to Danielle (dbondshu@mariposacounty.org) and Tracy (tgauthier@mariposacounty.org) in the COB's Office for procurement of signatures.

# AGREEMENT FOR TRANSPORTATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 6th day of Sept., 20 22, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and E&E Transport LLC ("Contractor"), pursuant to the following terms and conditions.

**W I T N E S S E T H:**

## 1. TERM

The term of this Agreement shall commence on August 1, 2022 and terminate on December 31, 2022 unless extended as provided by this Agreement.

## 2. SERVICES

Contractor shall perform transportation services as described in Exhibit A, "Scope of Work and Cost Proposal," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

## 3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $15,000 as set forth in Exhibit A, which is attached hereto and incorporated herein by reference. County .

## 4. INSURANCE

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

(1) Additional Insured Status: County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance with respect to Contractor's negligent performance of the services as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to County.

(7) Verification of Coverage: Contractor shall furnish County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

(9) Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## 5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all negligent or willful acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence or willful acts.

## 6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

## 7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

## 8. STATE AND FEDERAL TAXES

As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

a. County will not withhold FICA (Social Security) from Contractor's payments;
b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
c. County will not withhold state or federal income tax from payment to Contractor;
d. County will not make disability insurance contributions on behalf of Contractor;
**e.** County will not obtain workers' compensation insurance on behalf of Contractor.

## 9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars ($10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

## 10. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of Contractor under this Agreement will be permitted only with the express written consent of County.

## 11. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

**CONTRACTOR:**
E&E Transport LLC
455 W. Robinwood Ln
Fresno, CA 93704

**COUNTY:**
County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338

## 12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion,

color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

## 13. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

## 14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

## 15. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

## 16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit A.

B. Either party may terminate this Agreement for convenience upon 30 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit A.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

## 17. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

## 18. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any such action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

## 19. CAPTIONS

The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

## 20. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

## 21. MANDATORY AND PERMISSIVE

"Shall" is mandatory. "May" is permissive.

## 22. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

## 23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for

transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

## 24. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

## 25. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

## 26. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to this Agreement shall comply with all requirements of law, including capacity and authority to amend or modify this Agreement.

## 27. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

## 28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other

## 29. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as

the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

## 30. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal year covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to such reduction or modification of the County budget, or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF MARIPOSA

7C35A6B3AA9
ZorroSign

Joe Lynch, Director
Health and Human Services Agency

CONTRACTOR

7C35A6B3AB3
ZorroSign

Michael Harris, Owner
E&E Transport LLC

APPROVED AS TO LEGAL FORM:

7C35A6B3A9F
Steven W. Dahlem
ZorroSign

Steven W. Dahlem
County Counsel

Exhibit A
SCOPE OF WORK AND COST PROPOSAL

**Project:** Transportation of 15 Travel Trailers.

12 of the trailers are 2019 Coachmen Freedom Express
Length - 25 feet
Weight - 4094 lbs.
Bumper pull hitch

3 of the trailers are 2018 Forest River Wildwood X-lite
Length - 29 feet
Weight - 4233 lbs.
Bumper Pull hitch

**Addresses:**

Pick up address:
13550 Diessner Avenue
San Martin CA 95046
Hours 7:00 am - 5:00 pm

Delivery address:
4802 CA-140
Mariposa, CA 95338
Hours 7:00 am - 5:30 pm
Weekends and evening hours are flexible

**Mileage:**

Round trip for 1 unit is 250 miles.
Round trip for all units is 3750 miles
Round trip to Pick up address is 202 miles (x2 trips minimum)
Total Mileage Estimated 4,154

**Time Frame:**

1-2 weeks

**Cost:**

$3 per mile/ no fuel surcharge

**Estimated total for project completion**:

**$12,462.00**

# AGREEMENT ROUTING SHEET

**To:** *Danielle Bondshu or Tracy Gauthier* **Dept.:** *Clerk of the Board* **Date:** October 27, 2022

**From:** Beth Alexander **Agreement with:** E&E Transport LLC

## Section 1: TYPE OF PROCESSING REQUESTED: *(Complete all Section 1. fields.)*

**1) Is this a digital signature request?** **Yes** ☒ **No** ☐ *(If No, please provide two original copies signed by vendor.)*

**2) Is this the standard County Agreement Form?** **Yes** ☒ **No** ☐ *If No, please answer the following question:*

**a. Has this non-standard agreement been vetted by County Counsel (if NOT going to the Board)?**

**Yes** ☐ **No** ☐

(If Yes, provide approval to COB via email. If No, see instructions below. **Non-standard agreements will NOT be processed without County Counsel's approval.**)

## Section 2: VENDOR AND AGREEMENT TYPE *(Complete all Section 2. fields.)*

**Vendor Signator & Title:** Michael Harris, Owner
***(Name of person signing the agreement, and their title)***

**Vendor Email:** ee.transport@outlook.com
***(Email of signee)***

**For:** Transportation Services
*(Provide a brief description of the service provided or product purchased, i.e. **or** "Police service dog training", "Annual Senior Health Fair", etc.)*

**Term:** 8/1/2022 - 12/31/2022
*(Enter beginning "to" end. **Must be 5 years less for DH or CAO agreements**.*

**Is this an Amendment to an Agreement?** **Yes** ☒ **No** ☐
(If Yes, attach copies of all prior amendments, *AS WELL* as the initial agreement.)

## Section 3: PURCHASING AUTHORIZATION *(Complete the appropriate Section 3. field.)*

☐ **BOARD ACTION** M/Traq ID # or Res No.: _____ Scheduled Date: _____

☒ **PURCHASING CODE (CAO or Department Heads - County Code Chapter 3.08.):**

☒ $ 20,000 **DEPARTMENT HEADS, Under $20,000** (MCC Section 3.08.050 and Res. 22-462):
***(Purchasing Agent's approval required to purchase or lease real property or storage space.)***

☐ $_____ **CAO as Purchasing Agent, Under $60,000** (MCC Section 3.08.090 and Res. 22-462):

## Section 4: OTHER AUTHORIZATION *(Complete the appropriate Section 4. field.)*

☐ **CODE COMPLIANCE AGREEMENTS (Signature Authority Policy (SAP) 5.2.1.3)** $_____

☐ **SOFTWARE AS A SERVICE or OTHER SUBSCRIPTIONS or LICENSES (SAP 5.2.1.4)** $_____

☐ **INDEMNIFICATION AGREEMENTS (Res. 05-117 and 04-346)** $_____

☐ **INTRA-AGENCY AGREEMENTS & MOUs w/ No Cost) (SAP 5.2.1.2 and Res. 22-462)** $ _____

### DIGITAL SIGNATURE INSTRUCTIONS

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**B. BOARD Items:**

- **Email a digital version of the agreement** *(indicating the pages needing to be signed)* **and this routing sheet to the Clerk of the Board's Office.**

**ROUTING**

- **HARD COPIES:** Route agreements and routing sheet via interoffice mail to Tracy or Danielle in the COB's Office.
- **DIGITAL COPIES:** Combine agreement and new routing slip into one PDF document and email to Danielle (dbondshu@mariposacounty.org) and Tracy (tgauthier@mariposacounty.org) in the COB's Office for procurement of signatures.

**FIRST AMENDMENT TO AGREEMENT FOR TRANSPORTATION SERVICES**

**THIS FIRST AMENDMENT TO AGREEMENT FOR TRANSPORTATION SERVICES**, is made and entered into this 27th day of October, 2022, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and E&E Transport LLC, hereinafter referred to as **"Contractor."**

**WHEREAS, County** and **Contractor** have heretofore entered into an Agreement dated September 6, 2022, wherein **Contractor** agreed to provide transportation services; and

**WHEREAS, County** and **Contractor** desire to amend said Agreement to change the compensation to be provided to **Contractor**;

**NOW THEREFORE**, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph 3, "COMPENSATION," is hereby amended to provide that an additional $5,000 will be added to the original amount of $15,000, making the total compensation paid to **Contractor** the not to exceed amount of $20,000.

Except as herein amended, the Agreement dated September 6, 2022 shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have caused this Amendment to be executed on the date first above written.

COUNTY OF MARIPOSA

8123C8607EF
ZorroSign

Joe Lynch, Director
Health and Human Services Agency

CONTRACTOR

8123C8607F9
ZorroSign

Michael Harris, Owner
E&E Transport LLC

APPROVED AS TO LEGAL FORM:

8123C8607E5
Steven W. Dahlem
ZorroSign

Steven W. Dahlem
County Counsel

# AGREEMENT ROUTING SHEET

**To:** *Danielle Bondshu or Tracy Gauthier* **Dept.:** *Clerk of the Board* **Date:** November 10, 2022

**From:** Beth Alexander **Agreement with:** E&E Transport LLC

## Section 1: TYPE OF PROCESSING REQUESTED: *(Complete all Section 1. fields.)*

**1) Is this a digital signature request?** **Yes** ☒ **No** ☐ *(If No, please provide two original copies signed by vendor.)*

**2) Is this the standard County Agreement Form?** **Yes** ☒ **No** ☐ *If No, please answer the following question:*

**a. Has this non-standard agreement been vetted by County Counsel (if NOT going to the Board)?**

**Yes** ☐ **No** ☐

(If Yes, provide approval to COB via email. If No, see instructions below. **Non-standard agreements will NOT be processed without County Counsel's approval.**)

## Section 2: VENDOR AND AGREEMENT TYPE *(Complete all Section 2. fields.)*

**Vendor Signator & Title:** Michael Harris, Owner
***(Name of person signing the agreement, and their title)***

**Vendor Email:** ee.transport@outlook.com
***(Email of signee)***

**For:** Transportation Services
*(Provide a brief description of the service provided or product purchased, i.e. **or** "Police service dog training", "Annual Senior Health Fair", etc.)*

**Term:** extended to 3/31/2023
*(Enter beginning "to" end. **Must be 5 years less for DH or CAO agreements**.*

**Is this an Amendment to an Agreement?** **Yes** ☒ **No** ☐
(If Yes, attach copies of all prior amendments, *AS WELL* as the initial agreement.)

## Section 3: PURCHASING AUTHORIZATION *(Complete the appropriate Section 3. field.)*

☐ **BOARD ACTION** M/Traq ID # or Res No.: _____ Scheduled Date: _____

☒ **PURCHASING CODE (CAO or Department Heads - County Code Chapter 3.08.):**

☐ $_____ **DEPARTMENT HEADS, Under $20,000** (MCC Section 3.08.050 and Res. 22-462):
***(Purchasing Agent's approval required to purchase or lease real property or storage space.)***

☒ $ 35,000 **CAO as Purchasing Agent, Under $60,000** (MCC Section 3.08.090 and Res. 22-462):

## Section 4: OTHER AUTHORIZATION *(Complete the appropriate Section 4. field.)*

☐ **CODE COMPLIANCE AGREEMENTS (Signature Authority Policy (SAP) 5.2.1.3)** $_____

☐ **SOFTWARE AS A SERVICE or OTHER SUBSCRIPTIONS or LICENSES (SAP 5.2.1.4)** $_____

☐ **INDEMNIFICATION AGREEMENTS (Res. 05-117 and 04-346)** $_____

☐ **INTRA-AGENCY AGREEMENTS & MOUs w/ No Cost) (SAP 5.2.1.2 and Res. 22-462)** $ _____

### DIGITAL SIGNATURE INSTRUCTIONS

**A. DH/CAO Approvals:**

- **If using the UNCHANGED County agreement template, proceed with routing to Clerk of the Board.**
- **If using vendor supplied agreements, or MODIFIED County Agreement template:**

1) Email to County Counsel's Office for vetting first (without routing slip.)
2) After approval by County Counsel, submit to Clerk of the Board's Office WITH email or other verification of County Counsel's approval, and a completed routing sheet.

**B. BOARD Items:**

- **Email a digital version of the agreement** *(indicating the pages needing to be signed)* **and this routing sheet to the Clerk of the Board's Office.**

**ROUTING**

- **HARD COPIES:** Route agreements and routing sheet via interoffice mail to Tracy or Danielle in the COB's Office.
- **DIGITAL COPIES:** Combine agreement and new routing slip into one PDF document and email to Danielle (dbondshu@mariposacounty.org) and Tracy (tgauthier@mariposacounty.org) in the COB's Office for procurement of signatures.

Digital Signatures Authorized: 08-11-2020; Signature Authority Policy: 2-15-22; Purchasing Policy Authorized: 08-16-2022
Form Revision Date:08-23-22

**SECOND AMENDMENT TO AGREEMENT FOR TRANSPORTATION SERVICES**

**THIS SECOND AMENDMENT TO AGREEMENT FOR TRANSPORTATION SERVICES** , is made and entered into this 15th day of November 2022, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and E&E Transport LLC, hereinafter referred to as **"Contractor."**

**WHEREAS, County** and **Contractor** have heretofore entered into an Agreement dated September 6, 2022, wherein **Contractor** agreed to provide transportation services; and

**WHEREAS, County** and **Contractor** have heretofore entered into a First Amendment dated October 27, 2022, wherein **Contractor** agreed to increase compensation to not exceed amount of $20,00; and

**WHEREAS, County** and **Contractor** desire to amend said Agreement to extend the term of the Agreement and change the compensation to be provided to Contractor;

**NOW THEREFORE**, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph 1, "TERM," is hereby amended to extend the term of the Agreement to March 31, 2023.

2. Paragraph 3, "COMPENSATION," is hereby amended to provide that an additional $15,000 will be added to the amended amount of $20,000, making the total compensation paid to **Contractor** the not to exceed amount of $35,000.

Except as herein amended, the Agreement dated September 6, 2022 and amended on October 27, 2022 shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have caused this Amendment to be executed on the date first above written.

COUNTY OF MARIPOSA

828D22E7357
Jay D Kimble
ZorroSign

Jay D. Kimble
County Administrative Officer

CONTRACTOR

828D22E7361
ZorroSign

Michael Harris, Owner
E&E Transport, LLC

APPROVED AS TO LEGAL FORM:

828D22E734D
Steven W. Dahlem
ZorroSign

Steven W. Dahlem
County Counsel

DocuSign Envelope ID: 78E3417A-3C8C-4BDB-A4BE-90364F3C1FA7

# AGREEMENT ROUTING SHEET

**To:** *Tracy Gauthier or Katherine Slenders* **Dept.:** *Clerk of the Board* **Date:** April 26, 2023

**From:** ContractsHHSA (BA) **Agreement with:** E&E Transport LLC

## Section 1: TYPE OF PROCESSING REQUESTED: *(Complete all Section 1 fields.)*

**1) Is this a digital signature request?** **Yes** ☒ **No** ☐ *(If No, please provide two original copies signed by the vendor.)*

**2) Is this the standard County Agreement Form?** **Yes** ☒ **No** ☐ *If No, please answer the following question:*

**a. Has this non-standard agreement been vetted by County Counsel?** **Yes** ☐ **No** ☐
(If Yes, provide approval to COB via email. If No, see the instructions below.
**Non-standard agreements will NOT be processed without County Counsel's approval.**)

**3) Is the Certificate of Insurance attached?** **Yes** ☐ **No** ☐ *If No, **DO NOT** submit until COI is received and attached.*

## Section 2: VENDOR AND AGREEMENT TYPE *(Complete all Section 2 fields.)*

**Vendor Signator & Title:** Michael Harris, Owner
***(Name of person signing the agreement and their title)***

**Vendor Email:** ee.transport@outlook.com
***(Email of signee)***

**For:** Service - Transportation (Oak Fire Trailers)
*(Provide a brief description of the service provided or product purchased, i.e. "Police service dog training," "Annual Senior Health Fair," etc.)*

**Term:** 8/1/2022 - 6/30/2023
*(Enter beginning "to" end. 3 years or less for DH or CAO agreements.)*

**Is this an Amendment to an Agreement?** **Yes** ☒ **No** ☐
(If Yes, attach copies of all prior amendments, AS WELL AS THE INITIAL AGREEMENT.)
**Total amendments cannot extend the term beyond five years.**

**Is this an Agreement for goods, supplies, or services?** **Yes** ☐ **No** ☐
(If Yes, attach copies of the required competitive solicitations per the Purchasing Policy.)
***<$3,000*** – No solicitation required; ***$3,000-$9,999*** – Informal solicitation, two quotes; ***$10,000-$60,000*** - Informal solicitation, three or more quotes
**DO NOT** submit the agreement without the solicitations attached if required.

## Section 3: PURCHASING AUTHORIZATION *(Complete the appropriate Section 3 field.)*

☐ **BOARD ACTION** M/Traq ID # or Res No.: _____ Scheduled Date: _____

☒ **PURCHASING CODE (CAO or Department Heads - County Code Chapter 3.08):**

☐ $_____ **DEPARTMENT HEADS, <= $20,000 (**MCC Section 3.08.050):
***(May not purchase or lease real property or storage space without the Purchasing Agent's approval.)***

☒ $ 35,000 **CAO as Purchasing Agent, <= $60,000** (MCC Section 3.08.090):
*(Amount limited to what is budgeted.)*

☐ **INDEMNIFICATION AGREEMENTS (Res. 05-117 and 04-346)** $_____

*The below fall under the Signature Authority Policy and/or the Purchasing Policy*

☐ **INTERDEPARTMENTAL AGREEMENTS** $ _____

☐ **MEMORANDUM OF UNDERSTANDING (MOU)** *No Cost* $ _____

☐ **CODE COMPLIANCE AGREEMENT** $ _____

☐ **SOFTWARE AS A SERVICE or OTHER SUBSCRIPTIONS or LICENSES** $ _____

***See next page for submitting instructions**

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# SUBMITTING INSTRUCTIONS

****NOTE:** ALL agreements must be sent through the Clerk of the Boards Office. If an agreement is not properly routed, Auditor's office will not pay the agreement. The COB is required by law to keep all County agreements.

To route, please email Tracy Gauthier (tgauthier@mariposacounty.org) and Katherine Slenders (kslenders@mariposacounty.org) in the COB's Office to procure signatures.

Any Agreement ***not*** for Board approval:

- Combine the routing slip, agreement, COI, and solicitations (if required) into ONE PDF document.
  - If using the **UNCHANGED** County agreement template, proceed with routing to the Clerk of the Board.
  - If using vendor-supplied agreements or MODIFIED County Agreement template:
    1) Email to County Counsel's Office for vetting first (without routing slip.) Steve Dahlem (sdahlem@mariposacounty.org) and Kevin Briggs (kbriggs@mariposacounty.org)
    2) After approval by County Counsel, submit to Clerk of the Board's Office WITH email or other verification of County Counsel's approval and a completed routing sheet.

**BOARD Items:**

- Keep the routing slip and agreement as separate PDF documents
  - **DIGITAL SIGNATURES:** Email a PDF version of the agreement (indicating the pages needing to be signed) and this routing sheet to the Clerk of the Board's Office.
  - **HARD COPIES**: Route agreements with the Minute Traq (MT)printout or sticky note with MT ID and date it will appear before the Board via interoffice mail to Tracy and Katherine in the COB's Office.

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# THIRD AMENDMENT TO AGREEMENT FOR TRANSPORTATION SERVICES

THIS THIRD AMENDMENT TO AGREEMENT FOR TRANSPORTATION SERVICES, is made and entered into this 26th day of April 2023, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and E&E Transport, LLC, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated September 6, 2022, wherein Contractor agreed to provide transportation services; and

WHEREAS, County and Contractor have heretofore entered into a First Amendment dated October 27, 2022, wherein Contractor agreed to increase compensation to not to exceed the amount of $20,000; and

WHEREAS, County and Contractor have heretofore entered into a Second Amendment dated November 15, 2022, wherein Contractor agreed to increase compensation to not to exceed the amount of $35,000 and extend the term of the Agreement to March 31, 2023 and

WHEREAS, County and Contractor desire to amend said Agreement to extend the term of the Agreement;

NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph 1, "TERM," is hereby amended to extend the term of the Agreement to June 30, 2023.

Except as herein amended, the Agreement dated September 6, 2022, First Amendment dated October 27, 2022, and Second Amendment dated November 15, 2022 shall remain in full force and effect.

The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in the Agreement not amended herein shall remain in full force and effect. This Amendment is effective retroactive to March 31, 2023. The parties shall treat the Agreement as if it had been in full force and effect continuously since March 31,2023, without there having been any interruption of the Agreement whatsoever.

DocuSign Envelope ID: 78E3417A-3C8C-4BDB-A4BE-90364F3C1FA7

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

COUNTY OF MARIPOSA

DocuSigned by:
2E01D0C6E7564A5...

Jay D. Kimble
County Administrative Officer

CONTRACTOR

DocuSigned by:
B2316FF5124648C...

Michael Harris, Owner
E&E Transport, LLC

APPROVED AS TO LEGAL FORM:

DocuSigned by:
F6A416F06B394BF...

Steven W. Dahlem
County Counsel

DocuSign Envelope ID: 78E3417A-3C8C-4BDB-A4BE-90364F3C1FA7

# AGREEMENT ROUTING SHEET

**To:** *Danielle Bondshu or Tracy Gauthier* **Dept.:** *Clerk of the Board* **Date:** April 26, 2023

**From:** ContractsHHSA (BA) **Agreement with:** E&E Transport LLC

## Section 1: TYPE OF PROCESSING REQUESTED: *(Complete all Section 1. fields.)*

**1) Is this a digital signature request?** **Yes** ☒ **No** ☐ *(If No, please provide two original copies signed by vendor.)*

**2) Is this the standard County Agreement Form?** **Yes** ☒ **No** ☐ *If No, please answer the following question:*

**a. Has this non-standard agreement been vetted by County Counsel (if NOT going to the Board)?**

**Yes** ☐ **No** ☐

(If Yes, provide approval to COB via email. If No, see instructions below. **Non-standard agreements will NOT be processed without County Counsel's approval.**)

## Section 2: VENDOR AND AGREEMENT TYPE *(Complete all Section 2. fields.)*

**Vendor Signator & Title:** Michael Harris, Owner
*(Name of person signing the agreement, and their title)*

**Vendor Email:** ee.transport@outlook.com
*(Email of signee)*

**For:** Service - Transportation (Oak Fire Trailers)
*(Provide a brief description of the service provided or product purchased, i.e. **or** "Police service dog training", "Annual Senior Health Fair", etc.)*

**Term:** 8/1/2022 - 6/30/2023
*(Enter beginning "to" end. **Must be 5 years less for DH or CAO agreements**.*

**Is this an Amendment to an Agreement?** **Yes** ☐ **No** ☐

(If Yes, attach copies of all prior amendments, *AS WELL* as the initial agreement.)

## Section 3: PURCHASING AUTHORIZATION *(Complete the appropriate Section 3. field.)*

☐ **BOARD ACTION** M/Traq ID # or Res No.: _____ Scheduled Date: _____

☒ **PURCHASING CODE (CAO or Department Heads - County Code Chapter 3.08.):**

☐ $_____ **DEPARTMENT HEADS, Under $20,000 (**MCC Section 3.08.050 and Res. 22-462):
***(Purchasing Agent's approval required to purchase or lease real property or storage space.)***

☐ $35,000 **CAO as Purchasing Agent, Under $60,000** (MCC Section 3.08.090 and Res. 22-462):

## Section 4: OTHER AUTHORIZATION *(Complete the appropriate Section 4. field.)*

☐ **CODE COMPLIANCE AGREEMENTS (Signature Authority Policy (SAP) 5.2.1.3)** $_____

☐ **SOFTWARE AS A SERVICE or OTHER SUBSCRIPTIONS or LICENSES (SAP 5.2.1.4)** $_____

☐ **INDEMNIFICATION AGREEMENTS (Res. 05-117 and 04-346)** $35,000

☐ **INTRA-AGENCY AGREEMENTS & MOUs w/ No Cost) (SAP 5.2.1.2 and Res. 22-462)** $_____

### DIGITAL SIGNATURE INSTRUCTIONS

**A. DH/CAO Approvals:**

- **If using the UNCHANGED County agreement template, proceed with routing to Clerk of the Board.**
- **If using vendor supplied agreements, or MODIFIED County Agreement template:**

1) Email to County Counsel's Office for vetting first (without routing slip.)
2) After approval by County Counsel, submit to Clerk of the Board's Office WITH email or other verification of County Counsel's approval, and a completed routing sheet.

**B. BOARD Items:**

- **Email a digital version of the agreement** *(indicating the pages needing to be signed)* **and this routing sheet to the Clerk of the Board's Office.**

**ROUTING**

- **HARD COPIES:** Route agreements and routing sheet via interoffice mail to Tracy or Danielle in the COB's Office.
- **DIGITAL COPIES:** Combine agreement and new routing slip into one PDF document and email to Danielle (dbondshu@mariposacounty.org) and Tracy (tgauthier@mariposacounty.org) in the COB's Office for procurement of signatures.

DocuSign Envelope ID: 78E3417A-3C8C-4BDB-A4BE-90364F3C1FA7

# SECOND AMENDMENT TO AGREEMENT FOR TRANSPORTATION SERVICES

**THIS SECOND AMENDMENT TO AGREEMENT FOR TRANSPORTATION SERVICES** , is made and entered into this 15th day of November 2022, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and E&E Transport LLC, hereinafter referred to as **"Contractor."**

**WHEREAS, County** and **Contractor** have heretofore entered into an Agreement dated September 6, 2022, wherein **Contractor** agreed to provide transportation services; and

**WHEREAS, County** and **Contractor** have heretofore entered into a First Amendment dated October 27, 2022, wherein **Contractor** agreed to increase compensation to not exceed amount of $20,00; and

**WHEREAS, County** and **Contractor** desire to amend said Agreement to extend the term of the Agreement and change the compensation to be provided to Contractor;

**NOW THEREFORE**, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph 1, "TERM," is hereby amended to extend the term of the Agreement to March 31, 2023.

2. Paragraph 3, "COMPENSATION," is hereby amended to provide that an additional $15,000 will be added to the amended amount of $20,000, making the total compensation paid to **Contractor** the not to exceed amount of $35,000.

Except as herein amended, the Agreement dated September 6, 2022 and amended on October 27, 2022 shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have caused this Amendment to be executed on the date first above written.

COUNTY OF MARIPOSA

828D22E7357
Jay D Kimble
ZorroSign

Jay D. Kimble
County Administrative Officer

CONTRACTOR

828D22E7361
ZorroSign

Michael Harris, Owner
E&E Transport, LLC

APPROVED AS TO LEGAL FORM:

828D22E734D
Steven W. Dahlem
ZorroSign

Steven W. Dahlem
County Counsel

DocuSign Envelope ID: 78E3417A-3C8C-4BDB-A4BE-90364F3C1FA7

DocuSign Envelope ID: 78E3417A-3C8C-4BDB-A4BE-90364F3C1FA7

# AGREEMENT ROUTING SHEET

**To:** *Danielle Bondshu or Tracy Gauthier* **Dept.:** *Clerk of the Board* **Date:** April 26, 2023

**From:** ContractsHHSA (BA) **Agreement with:** E&E Transport LLC

## Section 1: TYPE OF PROCESSING REQUESTED: *(Complete all Section 1. fields.)*

**1) Is this a digital signature request?** **Yes** ☒ **No** ☐ *(If No, please provide two original copies signed by vendor.)*

**2) Is this the standard County Agreement Form?** **Yes** ☒ **No** ☐ *If No, please answer the following question:*

**a. Has this non-standard agreement been vetted by County Counsel (if NOT going to the Board)?**

**Yes** ☐ **No** ☐

(If Yes, provide approval to COB via email. If No, see instructions below. **Non-standard agreements will NOT be processed without County Counsel's approval.**)

## Section 2: VENDOR AND AGREEMENT TYPE *(Complete all Section 2. fields.)*

**Vendor Signator & Title:** Michael Harris, Owner
*(Name of person signing the agreement, and their title)*

**Vendor Email:** ee.transport@outlook.com
*(Email of signee)*

**For:** Service - Transportation (Oak Fire Trailers)
*(Provide a brief description of the service provided or product purchased, i.e. **or** "Police service dog training", "Annual Senior Health Fair", etc.)*

**Term:** 8/1/2022 - 6/30/2023
*(Enter beginning "to" end. **Must be 5 years less for DH or CAO agreements**.*

**Is this an Amendment to an Agreement?** **Yes** ☐ **No** ☐

(If Yes, attach copies of all prior amendments, *AS WELL* as the initial agreement.)

## Section 3: PURCHASING AUTHORIZATION *(Complete the appropriate Section 3. field.)*

☐ **BOARD ACTION** M/Traq ID # or Res No.: _____ Scheduled Date: _____

☒ **PURCHASING CODE (CAO or Department Heads - County Code Chapter 3.08.):**

☐ $_____ **DEPARTMENT HEADS, Under $20,000 (**MCC Section 3.08.050 and Res. 22-462):
***(Purchasing Agent's approval required to purchase or lease real property or storage space.)***

☐ $35,000 **CAO as Purchasing Agent, Under $60,000** (MCC Section 3.08.090 and Res. 22-462):

## Section 4: OTHER AUTHORIZATION *(Complete the appropriate Section 4. field.)*

☐ **CODE COMPLIANCE AGREEMENTS (Signature Authority Policy (SAP) 5.2.1.3)** $_____

☐ **SOFTWARE AS A SERVICE or OTHER SUBSCRIPTIONS or LICENSES (SAP 5.2.1.4)** $_____

☐ **INDEMNIFICATION AGREEMENTS (Res. 05-117 and 04-346)** $35,000

☐ **INTRA-AGENCY AGREEMENTS & MOUs w/ No Cost) (SAP 5.2.1.2 and Res. 22-462)** $_____

### DIGITAL SIGNATURE INSTRUCTIONS

**A. DH/CAO Approvals:**

- **If using the UNCHANGED County agreement template, proceed with routing to Clerk of the Board.**
- **If using vendor supplied agreements, or MODIFIED County Agreement template:**

1) Email to County Counsel's Office for vetting first (without routing slip.)
2) After approval by County Counsel, submit to Clerk of the Board's Office WITH email or other verification of County Counsel's approval, and a completed routing sheet.

**B. BOARD Items:**

- **Email a digital version of the agreement** *(indicating the pages needing to be signed)* **and this routing sheet to the Clerk of the Board's Office.**

**ROUTING**

- **HARD COPIES:** Route agreements and routing sheet via interoffice mail to Tracy or Danielle in the COB's Office.
- **DIGITAL COPIES:** Combine agreement and new routing slip into one PDF document and email to Danielle (dbondshu@mariposacounty.org) and Tracy (tgauthier@mariposacounty.org) in the COB's Office for procurement of signatures.

DocuSign Envelope ID: 78E3417A-3C8C-4BDB-A4BE-90364F3C1FA7

# FIRST AMENDMENT TO AGREEMENT FOR TRANSPORTATION SERVICES

**THIS FIRST AMENDMENT TO AGREEMENT FOR TRANSPORTATION SERVICES**, is made and entered into this 27th day of October, 2022, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and E&E Transport LLC, hereinafter referred to as **"Contractor."**

**WHEREAS, County** and **Contractor** have heretofore entered into an Agreement dated September 6, 2022, wherein **Contractor** agreed to provide transportation services; and

**WHEREAS, County** and **Contractor** desire to amend said Agreement to change the compensation to be provided to **Contractor**;

**NOW THEREFORE**, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph 3, "COMPENSATION," is hereby amended to provide that an additional $5,000 will be added to the original amount of $15,000, making the total compensation paid to **Contractor** the not to exceed amount of $20,000.

Except as herein amended, the Agreement dated September 6, 2022 shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have caused this Amendment to be executed on the date first above written.

COUNTY OF MARIPOSA

8123C8607EF
ZorroSign

Joe Lynch, Director
Health and Human Services Agency

CONTRACTOR

8123C8607F9
ZorroSign

Michael Harris, Owner
E&E Transport LLC

APPROVED AS TO LEGAL FORM:

8123C8607E5
Steven W. Dahlem
ZorroSign

Steven W. Dahlem
County Counsel

DocuSign Envelope ID: 78E3417A-3C8C-4BDB-A4BE-90364F3C1FA7

# AGREEMENT ROUTING SHEET

**To:** *Danielle Bondshu or Tracy Gauthier* **Dept.:** *Clerk of the Board* **Date:** April 26, 2023

**From:** ContractsHHSA (BA) **Agreement with:** E&E Transport LLC

## Section 1: TYPE OF PROCESSING REQUESTED: *(Complete all Section 1. fields.)*

**1) Is this a digital signature request?** **Yes** ☒ **No** ☐ *(If No, please provide two original copies signed by vendor.)*

**2) Is this the standard County Agreement Form?** **Yes** ☒ **No** ☐ *If No, please answer the following question:*

**a. Has this non-standard agreement been vetted by County Counsel (if NOT going to the Board)?**

**Yes** ☐ **No** ☐

(If Yes, provide approval to COB via email. If No, see instructions below. **Non-standard agreements will NOT be processed without County Counsel's approval.**)

## Section 2: VENDOR AND AGREEMENT TYPE *(Complete all Section 2. fields.)*

**Vendor Signator & Title:** Michael Harris, Owner
*(Name of person signing the agreement, and their title)*

**Vendor Email:** ee.transport@outlook.com
*(Email of signee)*

**For:** Service - Transportation (Oak Fire Trailers)
*(Provide a brief description of the service provided or product purchased, i.e. **or** "Police service dog training", "Annual Senior Health Fair", etc.)*

**Term:** 8/1/2022 - 6/30/2023
*(Enter beginning "to" end. **Must be 5 years less for DH or CAO agreements**.*

**Is this an Amendment to an Agreement?** **Yes** ☐ **No** ☐

(If Yes, attach copies of all prior amendments, *AS WELL* as the initial agreement.)

## Section 3: PURCHASING AUTHORIZATION *(Complete the appropriate Section 3. field.)*

☐ **BOARD ACTION** M/Traq ID # or Res No.: _____ Scheduled Date: _____

☒ **PURCHASING CODE (CAO or Department Heads - County Code Chapter 3.08.):**

☐ $_____ **DEPARTMENT HEADS, Under $20,000 (**MCC Section 3.08.050 and Res. 22-462):
***(Purchasing Agent's approval required to purchase or lease real property or storage space.)***

☐ $35,000 **CAO as Purchasing Agent, Under $60,000** (MCC Section 3.08.090 and Res. 22-462):

## Section 4: OTHER AUTHORIZATION *(Complete the appropriate Section 4. field.)*

☐ **CODE COMPLIANCE AGREEMENTS (Signature Authority Policy (SAP) 5.2.1.3)** $_____

☐ **SOFTWARE AS A SERVICE or OTHER SUBSCRIPTIONS or LICENSES (SAP 5.2.1.4)** $_____

☐ **INDEMNIFICATION AGREEMENTS (Res. 05-117 and 04-346)** $35,000

☐ **INTRA-AGENCY AGREEMENTS & MOUs w/ No Cost) (SAP 5.2.1.2 and Res. 22-462)** $_____

### DIGITAL SIGNATURE INSTRUCTIONS

**A. DH/CAO Approvals:**

- **If using the UNCHANGED County agreement template, proceed with routing to Clerk of the Board.**
- **If using vendor supplied agreements, or MODIFIED County Agreement template:**

1) Email to County Counsel's Office for vetting first (without routing slip.)
2) After approval by County Counsel, submit to Clerk of the Board's Office WITH email or other verification of County Counsel's approval, and a completed routing sheet.

**B. BOARD Items:**

- **Email a digital version of the agreement** *(indicating the pages needing to be signed)* **and this routing sheet to the Clerk of the Board's Office.**

**ROUTING**

- **HARD COPIES:** Route agreements and routing sheet via interoffice mail to Tracy or Danielle in the COB's Office.
- **DIGITAL COPIES:** Combine agreement and new routing slip into one PDF document and email to Danielle (dbondshu@mariposacounty.org) and Tracy (tgauthier@mariposacounty.org) in the COB's Office for procurement of signatures.

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# AGREEMENT FOR TRANSPORTATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 6th day of Sept., 20 22, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and E&E Transport LLC ("Contractor"), pursuant to the following terms and conditions.

**W I T N E S S E T H:**

## 1. TERM

The term of this Agreement shall commence on August 1, 2022 and terminate on December 31, 2022 unless extended as provided by this Agreement.

## 2. SERVICES

Contractor shall perform transportation services as described in Exhibit A, "Scope of Work and Cost Proposal," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

## 3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $15,000 as set forth in Exhibit A, which is attached hereto and incorporated herein by reference. County .

## 4. INSURANCE

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

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(3) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

(1) Additional Insured Status: County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance with respect to Contractor's negligent performance of the services as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to County.

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(7) Verification of Coverage: Contractor shall furnish County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

(9) Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## 5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all negligent or willful acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence or willful acts.

## 6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

## 7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

## 8. STATE AND FEDERAL TAXES

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As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

a. County will not withhold FICA (Social Security) from Contractor's payments;
b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
c. County will not withhold state or federal income tax from payment to Contractor;
d. County will not make disability insurance contributions on behalf of Contractor;
**e.** County will not obtain workers' compensation insurance on behalf of Contractor.

## 9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars ($10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

## 10. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of Contractor under this Agreement will be permitted only with the express written consent of County.

## 11. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

**CONTRACTOR:**
E&E Transport LLC
455 W. Robinwood Ln
Fresno, CA 93704

**COUNTY:**
County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338

## 12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion,

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color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

## 13. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

## 14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

## 15. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

## 16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit A.

B. Either party may terminate this Agreement for convenience upon 30 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit A.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

## 17. NO WAIVER

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The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

## 18. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any such action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

## 19. CAPTIONS

The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

## 20. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

## 21. MANDATORY AND PERMISSIVE

"Shall" is mandatory. "May" is permissive.

## 22. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

## 23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for

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transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

## 24. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

## 25. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

## 26. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to this Agreement shall comply with all requirements of law, including capacity and authority to amend or modify this Agreement.

## 27. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

## 28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other

## 29. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as

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the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

## 30. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal year covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to such reduction or modification of the County budget, or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF MARIPOSA

7C35A6B3AA9
ZorroSign

Joe Lynch, Director
Health and Human Services Agency

CONTRACTOR

7C35A6B3AB3
ZorroSign

Michael Harris, Owner
E&E Transport LLC

APPROVED AS TO LEGAL FORM:

7C35A6B3A9F
Steven W. Dahlem
ZorroSign

Steven W. Dahlem
County Counsel

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Exhibit A
SCOPE OF WORK AND COST PROPOSAL

**Project:** Transportation of 15 Travel Trailers.

12 of the trailers are 2019 Coachmen Freedom Express
Length - 25 feet
Weight - 4094 lbs.
Bumper pull hitch

3 of the trailers are 2018 Forest River Wildwood X-lite
Length - 29 feet
Weight - 4233 lbs.
Bumper Pull hitch

**Addresses:**

Pick up address:
13550 Diessner Avenue
San Martin CA 95046
Hours 7:00 am - 5:00 pm

Delivery address:
4802 CA-140
Mariposa, CA 95338
Hours 7:00 am - 5:30 pm
Weekends and evening hours are flexible

**Mileage:**

Round trip for 1 unit is 250 miles.
Round trip for all units is 3750 miles
Round trip to Pick up address is 202 miles (x2 trips minimum)
Total Mileage Estimated 4,154

**Time Frame:**

1-2 weeks

**Cost:**

$3 per mile/ no fuel surcharge

**Estimated total for project completion**:

**$12,462.00**

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## Certificate Of Completion

Envelope Id: 78E3417A3C8C4BDBA4BE90364F3C1FA7
Status: Delivered
Subject: Complete with DocuSign: HHSA- EE Transport LLC 4-26-23.pdf
Source Envelope:
Document Pages: 19
Signatures: 3
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Mariposa Clerk of the Board
5100 Bullion St FL 2
Mariposa, CA 95338
Clerk-bos@mariposacounty.org
IP Address: 64.118.100.36

## Record Tracking

Status: Original
4/26/2023 10:34:23 AM
Holder: Mariposa Clerk of the Board
Clerk-bos@mariposacounty.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: County of Mariposa
Location: DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Steve Dahlem<br>sdahlem@mariposacounty.org<br>Security Level: Email, Account Authentication (None)<br><br>**Electronic Record and Signature Disclosure:**<br>Accepted: 12/28/2022 3:42:40 PM<br>ID: 168bcdc6-bde7-4f01-885a-c1872fec5bc7 | DocuSigned by:<br>Steve Dahlem<br>F6A416F06B394BF...<br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 64.118.120.119 | Sent: 4/26/2023 10:36:41 AM<br>Viewed: 4/26/2023 11:10:39 AM<br>Signed: 4/26/2023 11:10:51 AM |
| Dallin Kimble<br>dkimble@mariposacounty.org<br>CAO<br>County of Mariposa<br>Security Level: Email, Account Authentication (None)<br><br>**Electronic Record and Signature Disclosure:**<br>Accepted: 4/26/2023 8:01:41 PM<br>ID: 6c29698a-f534-4547-af65-31fd3321872b | DocuSigned by:<br>2E01D0C6E7564A5...<br><br>Signature Adoption: Drawn on Device<br>Using IP Address: 207.177.170.214<br>Signed using mobile | Sent: 4/26/2023 11:10:53 AM<br>Resent: 4/26/2023 6:36:09 PM<br>Viewed: 4/26/2023 8:01:41 PM<br>Signed: 4/26/2023 8:01:57 PM |
| Michael harris<br>ee.transport@outlook.com<br>Security Level: Email, Account Authentication (None)<br><br>**Electronic Record and Signature Disclosure:**<br>Accepted: 4/26/2023 8:11:00 PM<br>ID: 1529bc5b-780d-467f-b44c-1e29eec18745 | DocuSigned by:<br>B2316FF5124648C...<br><br>Signature Adoption: Drawn on Device<br>Using IP Address: 67.181.189.107<br>Signed using mobile | Sent: 4/26/2023 8:01:59 PM<br>Viewed: 4/26/2023 8:11:00 PM<br>Signed: 4/26/2023 8:13:00 PM |
| Contracts HHSA<br>contractshhsa@mariposacounty.org<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | | Sent: 4/26/2023 8:13:02 PM<br>Viewed: 4/27/2023 6:40:39 AM |

| In Person Signer Events | Signature | Timestamp |
|---|---|---|

| Editor Delivery Events | Status | Timestamp |
|---|---|---|
| **Agent Delivery Events** | **Status** | **Timestamp** |
| **Intermediary Delivery Events** | **Status** | **Timestamp** |
| **Certified Delivery Events** | **Status** | **Timestamp** |
| **Carbon Copy Events** | **Status** | **Timestamp** |
| **Witness Events** | **Signature** | **Timestamp** |
| **Notary Events** | **Signature** | **Timestamp** |
| **Envelope Summary Events** | **Status** | **Timestamps** |
| Envelope Sent | Hashed/Encrypted | 4/26/2023 10:36:41 AM |
| Certified Delivered | Security Checked | 4/27/2023 6:40:39 AM |
| **Payment Events** | **Status** | **Timestamps** |
| **Electronic Record and Signature Disclosure** | | |

## ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Mariposa (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact County of Mariposa:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jbond@mariposacounty.org

**To advise County of Mariposa of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jbond@mariposacounty.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from County of Mariposa**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jbond@mariposacounty.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with County of Mariposa**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jbond@mariposacounty.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

**Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Mariposa as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Mariposa during the course of your relationship with County of Mariposa.

**FOURTH AMENDMENT TO AGREEMENT FOR TRANSPORTATION SERVICES**

THIS FOURTH AMENDMENT TO AGREEMENT FOR TRANSPORTATION, is made and entered into this _____ day of _____20__, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and E&E Transport, LLC, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated September 6, 2022, wherein Contractor agreed to provide transportation services; and

WHEREAS, County and Contractor have heretofore entered into a First Amendment dated October 27, 2022, wherein Contractor agreed to increase compensation to not to exceed the amount of $20,000; and

WHEREAS, County and Contractor have heretofore entered into a Second Amendment dated November 15, 2022, wherein Contractor agreed to increase compensation to not to exceed the amount of $35,000 and extend the term of the Agreement to March 31, 2023; and

WHEREAS, County and Contractor have heretofore entered into a Third Amendment dated April 26, 2023, wherein Contractor agreed to extend the term to June 30, 2023; and

WHEREAS, County and Contractor desire to amend said Agreement to extend the term of the Agreement and change the compensation to be provided to Contractor;

NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph 1, "TERM," is hereby amended to extend the term of the Agreement to September 30, 2023.

2. Paragraph 3, "COMPENSATION," and Exhibit A, "SCOPE OF WORK AND COST PROPOSAL," are hereby amended to provide that additional an $5,000 will be added to the amended amount of $35,000, making the total compensation paid to Contractor the not to exceed amount of $40,000 and includes the following additional costs: *Storage for month of June - $140, Trailer Break Away Repair - $100,* and *Meeting to show client trailer - $200*

The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in the Agreement not amended herein shall remain in full force and effect. This Amendment is effective retroactive to June 30, 2023. The parties shall treat the Agreement as if it had been in full force and effect continuously since June 30,2023, without there having been any interruption of the Agreement whatsoever.

Except as herein amended, the Agreement dated September 6, 2022 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

| | |
|---|---|
| COUNTY OF MARIPOSA | CONTRACTOR |
| _____ | _____ |
| Miles Menetrey, Chair<br>County Administrative Officer | Michael Harris, Owner<br>E&E Transport, LLC |
| COUNTERSIGNED:<br>*(Government Code §25103)* | APPROVED AS TO LEGAL FORM: |
| _____ | _____ |
| Danielle Bondshu<br>Clerk of the Board | Steven W. Dahlem<br>County Counsel |

# AGREEMENT ROUTING SHEET

**To:** *Danielle Bondshu or Tracy Gauthier* **Dept.:** *Clerk of the Board* **Date:** 8/30/2022

**From:** Beth Rose **Agreement with:** E&E Transport LLC

## Section 1: TYPE OF PROCESSING REQUESTED: *(Complete all Section 1. fields.)*

**1) Is this a digital signature request?** **Yes** ☒ **No** ☐ *(If No, please provide two original copies signed by vendor.)*

**2) Is this the standard County Agreement Form?** **Yes** ☐ **No** ☐ *If No, please answer the following question:*

**a. Has this non-standard agreement been vetted by County Counsel (if NOT going to the Board)?**

**Yes** ☐ **No** ☐

(If Yes, provide approval to COB via email. If No, see instructions below. **Non-standard agreements will NOT be processed without County Counsel's approval.**)

## Section 2: VENDOR AND AGREEMENT TYPE *(Complete all Section 2. fields.)*

**Vendor Signator & Title:** Michael Harris, Owner
***(Name of person signing the agreement, and their title)***

**Vendor Email:** ee.transport@outlook.com
***(Email of signee)***

**For:** Trailer Transportation (Oak Fire)
*(Provide a brief description of the service provided or product purchased, i.e. **or** "Police service dog training", "Annual Senior Health Fair", etc.)*

**Term:** 8/1/2022 - 12/31/2022
*(Enter beginning "to" end. **Must be 5 years less for DH or CAO agreements**.*

**Is this an Amendment to an Agreement?** **Yes** ☐ **No** ☒

(If Yes, attach copies of all prior amendments, *AS WELL* as the initial agreement.)

## Section 3: PURCHASING AUTHORIZATION *(Complete the appropriate Section 3. field.)*

☐ **BOARD ACTION** M/Traq ID # or Res No.: _____ Scheduled Date: _____

☒ **PURCHASING CODE (CAO or Department Heads - County Code Chapter 3.08.):**

☒ $ 15,000 **DEPARTMENT HEADS, Under $20,000** (MCC Section 3.08.050 and Res. 22-462):
***(Purchasing Agent's approval required to purchase or lease real property or storage space.)***

☐ $_____ **CAO as Purchasing Agent, Under $60,000** (MCC Section 3.08.090 and Res. 22-462):

## Section 4: OTHER AUTHORIZATION *(Complete the appropriate Section 4. field.)*

☐ **CODE COMPLIANCE AGREEMENTS (Signature Authority Policy (SAP) 5.2.1.3)** $_____

☐ **SOFTWARE AS A SERVICE or OTHER SUBSCRIPTIONS or LICENSES (SAP 5.2.1.4)** $_____

☐ **INDEMNIFICATION AGREEMENTS (Res. 05-117 and 04-346)** $_____

☐ **INTRA-AGENCY AGREEMENTS & MOUs w/ No Cost) (SAP 5.2.1.2 and Res. 22-462)** $ _____

### DIGITAL SIGNATURE INSTRUCTIONS

**A. DH/CAO Approvals:**

- **If using the UNCHANGED County agreement template, proceed with routing to Clerk of the Board.**
- **If using vendor supplied agreements, or MODIFIED County Agreement template:**

1) Email to County Counsel's Office for vetting first (without routing slip.)
2) After approval by County Counsel, submit to Clerk of the Board's Office WITH email or other verification of County Counsel's approval, and a completed routing sheet.

**B. BOARD Items:**

- **Email a digital version of the agreement** *(indicating the pages needing to be signed)* **and this routing sheet to the Clerk of the Board's Office.**

**ROUTING**

- **HARD COPIES:** Route agreements and routing sheet via interoffice mail to Tracy or Danielle in the COB's Office.
- **DIGITAL COPIES:** Combine agreement and new routing slip into one PDF document and email to Danielle (dbondshu@mariposacounty.org) and Tracy (tgauthier@mariposacounty.org) in the COB's Office for procurement of signatures.

# AGREEMENT FOR TRANSPORTATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 6th day of Sept., 20 22, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and E&E Transport LLC ("Contractor"), pursuant to the following terms and conditions.

**W I T N E S S E T H:**

## 1. TERM

The term of this Agreement shall commence on August 1, 2022 and terminate on December 31, 2022 unless extended as provided by this Agreement.

## 2. SERVICES

Contractor shall perform transportation services as described in Exhibit A, "Scope of Work and Cost Proposal," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

## 3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $15,000 as set forth in Exhibit A, which is attached hereto and incorporated herein by reference. County .

## 4. INSURANCE

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

(1) Additional Insured Status: County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance with respect to Contractor's negligent performance of the services as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to County.

(7) Verification of Coverage: Contractor shall furnish County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

(9) Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## 5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all negligent or willful acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence or willful acts.

## 6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

## 7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

## 8. STATE AND FEDERAL TAXES

As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

a. County will not withhold FICA (Social Security) from Contractor's payments;
b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
c. County will not withhold state or federal income tax from payment to Contractor;
d. County will not make disability insurance contributions on behalf of Contractor;
**e.** County will not obtain workers' compensation insurance on behalf of Contractor.

## 9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars ($10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

## 10. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of Contractor under this Agreement will be permitted only with the express written consent of County.

## 11. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

**CONTRACTOR:**
E&E Transport LLC
455 W. Robinwood Ln
Fresno, CA 93704

**COUNTY:**
County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338

## 12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion,

color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

## 13. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

## 14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

## 15. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

## 16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit A.

B. Either party may terminate this Agreement for convenience upon 30 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit A.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

## 17. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

## 18. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any such action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

## 19. CAPTIONS

The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

## 20. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

## 21. MANDATORY AND PERMISSIVE

"Shall" is mandatory. "May" is permissive.

## 22. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

## 23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for

transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

## 24. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

## 25. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

## 26. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to this Agreement shall comply with all requirements of law, including capacity and authority to amend or modify this Agreement.

## 27. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

## 28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other

## 29. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as

the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

## 30. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal year covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to such reduction or modification of the County budget, or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF MARIPOSA

7C35A6B3AA9
ZorroSign

Joe Lynch, Director
Health and Human Services Agency

CONTRACTOR

7C35A6B3AB3
ZorroSign

Michael Harris, Owner
E&E Transport LLC

APPROVED AS TO LEGAL FORM:

7C35A6B3A9F
Steven W. Dahlem
ZorroSign

Steven W. Dahlem
County Counsel

Exhibit A
SCOPE OF WORK AND COST PROPOSAL

**Project:** Transportation of 15 Travel Trailers.

12 of the trailers are 2019 Coachmen Freedom Express
Length - 25 feet
Weight - 4094 lbs.
Bumper pull hitch

3 of the trailers are 2018 Forest River Wildwood X-lite
Length - 29 feet
Weight - 4233 lbs.
Bumper Pull hitch

**Addresses:**

Pick up address:
13550 Diessner Avenue
San Martin CA 95046
Hours 7:00 am - 5:00 pm

Delivery address:
4802 CA-140
Mariposa, CA 95338
Hours 7:00 am - 5:30 pm
Weekends and evening hours are flexible

**Mileage:**

Round trip for 1 unit is 250 miles.
Round trip for all units is 3750 miles
Round trip to Pick up address is 202 miles (x2 trips minimum)
Total Mileage Estimated 4,154

**Time Frame:**

1-2 weeks

**Cost:**

$3 per mile/ no fuel surcharge

**Estimated total for project completion**:

**$12,462.00**

# AGREEMENT ROUTING SHEET

**To:** *Danielle Bondshu or Tracy Gauthier* **Dept.:** *Clerk of the Board* **Date:** October 27, 2022

**From:** Beth Alexander **Agreement with:** E&E Transport LLC

## Section 1: TYPE OF PROCESSING REQUESTED: *(Complete all Section 1. fields.)*

**1) Is this a digital signature request?** **Yes** ☒ **No** ☐ *(If No, please provide two original copies signed by vendor.)*

**2) Is this the standard County Agreement Form?** **Yes** ☒ **No** ☐ *If No, please answer the following question:*

**a. Has this non-standard agreement been vetted by County Counsel (if NOT going to the Board)?**

**Yes** ☐ **No** ☐

(If Yes, provide approval to COB via email. If No, see instructions below. **Non-standard agreements will NOT be processed without County Counsel's approval.**)

## Section 2: VENDOR AND AGREEMENT TYPE *(Complete all Section 2. fields.)*

**Vendor Signator & Title:** Michael Harris, Owner
***(Name of person signing the agreement, and their title)***

**Vendor Email:** ee.transport@outlook.com
***(Email of signee)***

**For:** Transportation Services
*(Provide a brief description of the service provided or product purchased, i.e. **or** "Police service dog training", "Annual Senior Health Fair", etc.)*

**Term:** 8/1/2022 - 12/31/2022
*(Enter beginning "to" end. **Must be 5 years less for DH or CAO agreements**.*

**Is this an Amendment to an Agreement?** **Yes** ☒ **No** ☐
(If Yes, attach copies of all prior amendments, *AS WELL* as the initial agreement.)

## Section 3: PURCHASING AUTHORIZATION *(Complete the appropriate Section 3. field.)*

☐ **BOARD ACTION** M/Traq ID # or Res No.: _____ Scheduled Date: _____

☒ **PURCHASING CODE (CAO or Department Heads - County Code Chapter 3.08.):**

☒ $ 20,000 **DEPARTMENT HEADS, Under $20,000** (MCC Section 3.08.050 and Res. 22-462):
***(Purchasing Agent's approval required to purchase or lease real property or storage space.)***

☐ $_____ **CAO as Purchasing Agent, Under $60,000** (MCC Section 3.08.090 and Res. 22-462):

## Section 4: OTHER AUTHORIZATION *(Complete the appropriate Section 4. field.)*

☐ **CODE COMPLIANCE AGREEMENTS (Signature Authority Policy (SAP) 5.2.1.3)** $_____

☐ **SOFTWARE AS A SERVICE or OTHER SUBSCRIPTIONS or LICENSES (SAP 5.2.1.4)** $_____

☐ **INDEMNIFICATION AGREEMENTS (Res. 05-117 and 04-346)** $_____

☐ **INTRA-AGENCY AGREEMENTS & MOUs w/ No Cost) (SAP 5.2.1.2 and Res. 22-462)** $ _____

### DIGITAL SIGNATURE INSTRUCTIONS

**A. DH/CAO Approvals:**

- **If using the UNCHANGED County agreement template, proceed with routing to Clerk of the Board.**
- **If using vendor supplied agreements, or MODIFIED County Agreement template:**

1) Email to County Counsel's Office for vetting first (without routing slip.)
2) After approval by County Counsel, submit to Clerk of the Board's Office WITH email or other verification of County Counsel's approval, and a completed routing sheet.

**B. BOARD Items:**

- **Email a digital version of the agreement** *(indicating the pages needing to be signed)* **and this routing sheet to the Clerk of the Board's Office.**

**ROUTING**

- **HARD COPIES:** Route agreements and routing sheet via interoffice mail to Tracy or Danielle in the COB's Office.
- **DIGITAL COPIES:** Combine agreement and new routing slip into one PDF document and email to Danielle (dbondshu@mariposacounty.org) and Tracy (tgauthier@mariposacounty.org) in the COB's Office for procurement of signatures.

**FIRST AMENDMENT TO AGREEMENT FOR TRANSPORTATION SERVICES**

**THIS FIRST AMENDMENT TO AGREEMENT FOR TRANSPORTATION SERVICES**, is made and entered into this 27th day of October, 2022, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and E&E Transport LLC, hereinafter referred to as **"Contractor."**

**WHEREAS, County** and **Contractor** have heretofore entered into an Agreement dated September 6, 2022, wherein **Contractor** agreed to provide transportation services; and

**WHEREAS, County** and **Contractor** desire to amend said Agreement to change the compensation to be provided to **Contractor**;

**NOW THEREFORE**, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph 3, "COMPENSATION," is hereby amended to provide that an additional $5,000 will be added to the original amount of $15,000, making the total compensation paid to **Contractor** the not to exceed amount of $20,000.

Except as herein amended, the Agreement dated September 6, 2022 shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have caused this Amendment to be executed on the date first above written.

COUNTY OF MARIPOSA

8123C8607EF
ZorroSign

Joe Lynch, Director
Health and Human Services Agency

CONTRACTOR

8123C8607F9
ZorroSign

Michael Harris, Owner
E&E Transport LLC

APPROVED AS TO LEGAL FORM:

8123C8607E5
Steven W. Dahlem
ZorroSign

Steven W. Dahlem
County Counsel

# MARIPOSA COUNTY

Board of Supervisors

**RESOLUTION - ACTION REQUESTED 2023-410**

| | |
|---|---|
| MEETING: | August 1, 2023 |
| TO: | The Board of Supervisors |
| FROM: | Joe Lynch, Director of Health and Human Services |
| RE: | Approve a Three Year Agreement with Eloomi for Software Services; and Authorize the Board of Supervisors Chair to Sign the Agreement |

---

**RECOMMENDATION AND JUSTIFICATION**

Approve a Three Year Agreement with Eloomi for Software Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

Mariposa County Health and Human Services Agency (HHSA) intends to contract with Eloomi to implement and integrate a cloud-based Learning Management System. Specific project objectives include the following:

a) Implement eloomi's Learning Management System (LMS) to centralize and streamline training and development initiatives.
b) Integrate with Oracle (importing user information)
c) Customize and configure eloomi's modules, dashboards, and workflows according to Mariposa County's requirements and business processes.
d) Train the administrators and users on eloomi's functionalities, ensuring they are equipped with the knowledge and skills to utilize the system effectively.
e) Provide post-implementation support and assistance during the stabilization phase to address any technical or operational issues while providing continual support thereafter.

The agreement will be effective August 1, 2023 through July 31, 2026. The total amount of the agreement is not to exceed $55,653.50.

**BACKGROUND AND HISTORY OF BOARD ACTIONS**

The Board of Supervisors does not have a prior history with Eloomi.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION**

Non approval of this agreement will result in the reliance of an existing legacy system that does not meet HHSA needs.

**FINANCIAL IMPACT**

There is no impact on the General Fund.

**ATTACHMENTS**

1. **ELoomi Agreement 2023 trhough 2026**

**VOTE RESULT**

| | |
|---|---|
| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District I Supervisor Rosemarie Smallcombe |
| **SECONDER:** | District IV Supervisor Wayne Forsythe |
| **AYES:** | District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe |

# Agreement

eloomi A/S and Mariposa County hereby accept this agreement.

| Product | Price | Units | Discount | Subtotal |
|---|---|---|---|---|
| Infinite Plus<br>eloomi Platform | $61.00 | 250 | -$3,812.50 | $11,437.50 |
| Infinite Plus Service Plan<br>Includes all support (Customer Success Manager, Account Manager, In-Chat, hosting, maintenance...) | $3,077.00 | 1 | $0.00 | $3,077.00 |
| eloomi API Access & Support<br>Ongoing maintenance and support of API connections. | $2,370.00 | 1 | $0.00 | $2,370.00 |
| Custom Integration to Oracle<br>Initial setup/integration to oracle. One-time cost. | $5,000.00 | 1 | $0.00 | $5,000.00 |

| | |
|---|---|
| Discount | **-$3,812.50** |
| Subtotal | **$21,884.50** |
| **Total Year 1** | **$21,884.50** |

| Customer Information | |
|---|---|
| Customer Name: Mariposa County | Billing Email: khanner@mariposacounty.org<br>Kirstyn Hanner |

# Agreement

| Customer Information | |
|---|---|
| Contact Name: Miles Menetrey | Billing Address: 5100 Bullion Street, 95338, Mariposa, United States |
| Contact Email: no@no.com | Billing Frequency: Yearly |
| VAT No.: N/A | Billing currency: USD |
| Subscription Start Date: 01 Aug 2023 | Hosting Location[1]:<br>Subscription period: 36 months |

**Subscription**
The subscription to eloomi Infinite includes free hosting, maintenance, feature updates, and access for administrators to the in-app chat and help-articles. This agreement is regulated according to the eloomi Legal Terms in force from time to time (Terms & Conditions, Data Processing Agreement, Addendums, and Legal Notices: https://eloomi.com/legal/

[1]Hosting location only specify the chosen region in which customer data is stored. The choice of hosting location only applies to some specific services. Processing may be processed outside the chosen region.

The agreement enters in effect on the date it is signed by both parties.

Miles Menetrey
Mariposa County

Chris McKinney

# Agreement



Chris McKinney
eloomi A/S

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Chris Darwell
eloomi A/S

**Pricing Breakdown (36 months) & Exceptions Sheet**

| **Period** | **Total costs Per Fiscal Year** |
|---|---|
| Fiscal Year 23/24 (and remainder of FY 22/23) | $21,884.50 |
| Fiscal Year 24/25 | $16,884.50 |
| Fiscal Year 255/26 | $16,884.50 |
| **Total Costs for Contract Over Three (3) Year Period** | $55,653.50 |

Early access granted in July (37 months for the price of 36). Billing will begin in August.

# ELOOMI TERMS AND CONDITIONS

Version 5.9 published December 15, 2022

1. ACCEPTANCE

1.1 The customer agrees to be bound by these terms when the customer has accepted the terms electronically or otherwise accepted in writing.

2 SERVICE

2.1 eloomi services are delivered as a software as a service application and based on the agreed subscription. eloomi reserves the right to continuously develop and improve its services, including their functionality in such a way as deemed appropriate or necessary by eloomi. eloomi may suspend or discontinue the customer subscribed services if critical short-term maintenance is needed or if customer balance is past due, support or service periods will be communicated to the customer on the eloomi support channels.

3 PRICING

3.1 Customer' invoice will be issued at time of contract signing or effective date. The customer can activate users within the agreed limit of users in the subscription period. Active users exceeding the agreed limit of users are automatically billed unless an extension of limit has been agreed upon in writing with eloomi. Other subscriptions than users are billed per service. In cases of subscribed to Extended Enterprise users the customer accepts those to be external users outside the customer's domain, otherwise they will be calculated as a default user.

3.2 All prices are in USD based on the subscription agreed and are exclusive of any applicable taxes, fees, levies, or duties imposed by tax authorities. eloomi reserves the right to change its prices at renewal.

3.3 Terms of payment is in advance of the commencement of the subscription period. In case of a multiyear subscription, the terms of payment are in advance of each 12 months of subscription. Invoices are due upon receipt, unless specified un writing. If payment is made through credit card services or similar transaction services, related transactions fees will be billed to the customer. For credit card payments, any upgrade in subscription or additional purchases, the credit card provided will automatically be charged the new subscription for the remainder of the subscription period, and for any downgrade in the subscription the charge will be reduced in the next subscription period from renewal, with at minimum one month's written notice before the end of the subscription period. All payments and billing are non-refundable.

3.4 In the event of late payment, eloomi may charge interest from the due date at the maximum allowed statutory rate. eloomi reserves the right to close the customer's access to the eloomi services without notice if payment has not been made on time. If the access is closed, the customer is still under an obligation to pay according to the subscription.

4 SUPPORT

4.1 If Customer experiences any errors, bugs, or other issues in its use of the Services, then eloomi will use commercially reasonable efforts to respond as soon as possible ("Support") in order to resolve the issue or provide a suitable workaround. The fee for Support is included in the cost of the Subscription set forth on the Order Form or Master Agreement, and will only be available for administrators. Customer will send any Support requests to eloomi via email support@eloomi.com. eloomi undertakes to respond within a reasonable timeframe and no later than next business day, defined as Monday to Friday CET and EST time zones, excluding public holidays.

4.2 The service level agreement is informed on the eloomi support channels. Service plan is informed as part of the subscription. In the event of a critical defect (e.g., a main functionality does not work as intended or the platform is inaccessible) the customer can document in writing to eloomi. eloomi shall, as soon as reasonably possible, start remedying the critical defect and will communicate timing and functionality updates with the customer.

4.3 Services are provided according to international and recognized standards with a high security focus with among other audited and certified to ISAE3000 and GDPR compliant. eloomi performs 24/7/365 monitoring of services, and eloomi employees are audited and 100% compliant to the IT-Security-Policy and bound by confidentiality clauses in the employee service agreements.

5 INTELLECTUAL PROPERTY RIGHTS

5.1 The customer acknowledges and accepts that eloomi is the owner of all rights to the eloomi software, the services used and other intellectual property rights. The subscription does not entail any reassignment of such rights but only that the customer can use such rights in compliance with the agreed terms. The customer may not duplicate, copy, or reuse any portion of the eloomi platform, services, visual design elements or concepts without express written permission from eloomi. The customer will be liable by law in case of violation. The customer may not use the service for any illegal or unauthorized purpose or in the use of the service, violate any laws (including but not limited to copyright laws). eloomi acknowledges and accepts that the customer is the owner of all rights to the customer data and content created by the customer and that this subscription does not entail any reassignment of such rights to eloomi.

5.2 eloomi can offer subscription access to third-party e-learning content providers. The customer acknowledges that eloomi is not the publisher of third-party e-learning content, and the purchase of any content subscription through eloomi and access to this content, quality, features, updates, replacements and similar, are subject to the content providers' separate terms informed on eloomi.com. Moreover, the customer acknowledges that the use of the content is not deemed to create any liability or responsibility for eloomi. Such content providers are not sub-contractors to eloomi, and the customer has the full liability regarding necessary data protection and any data processing performed by such providers under all applicable laws.

5.3 eloomi reserves the right to remove or delete any unlawful or unapproved content and any content where eloomi determines the existence of potential copyright infringement issues.

5.4 The customer will indemnify eloomi for any violation of section 5. INTELLECTIAL PROPERTY RIGHTS.

6 LIABILITIES

6.1 eloomi's liability for any loss or damage is limited to the sum of the customer's payments received by eloomi in the previous 12-month period of the service on which the claim is based. eloomi and its management and employees are not liable for the customer's indirect, or consequential losses. If customer utilizes the eloomi product and services in an unlawful or unintended manner, eloomi and its management and employees are not liable for the customer's direct, indirect, or consequential losses. The customer understands and agrees that the services may from time to time contain minor software bugs, as services are in ongoing development and ongoing feature updates will be provided. The customer is responsible for maintaining the security of the access and passwords. eloomi cannot and will not be liable for any loss or damage from the customer failure to comply with this security obligation. Neither Party shall be liable in case of force majeure or other circumstances beyond the parties' direct control (except for failure to pay fees), including any liability for free products and services, trials and pilot versions and non-paid subscriptions. As in section 5.2, such circumstances also cover third-party e-learning content providers and other services outside of eloomi control.

7 RIGHTS

7.1 The customer is not entitled to assign their rights and obligations under the subscription to a third-party without eloomi's acceptance unless a new assigned third-party acquires the majority of the customer and fulfils the subscription.

7.2 The customer and eloomi agree to mutual non-disclosure and confidentiality, and to keep all circumstances secret vis-a-vis any unauthorized third-party to which a party has obtained non-public and confidential knowledge about the other party or its activities because of the cooperation. The customers users with administrator rights may receive e-mails with information and can always choose preferences and unsubscribe.

8 TERMINATION

8.1 Either party may terminate the subscription at minimum one month's written notice before the end of the subscription period (Notice Period). Payments already made, including prepayments or billing, are not reimbursed in the event of termination. Both parties are obligated to fulfil the full subscription in case of termination and the customer is obligated to pay any non-billed amounts within the subscription period. On expiry of the subscription the customer has the right to export own data from the services within 20 business days after the expiry of the subscription. eloomi can, on request, export the data in standard format. After expiry of the said period, eloomi has the right to delete the customer's data, but subject to clause 10. If the subscription is not terminated withing the Notice Period, the customer accepts that eloomi will renew the same subscription regardless of whether the services are used or not. The customer is solely responsible for properly cancelling the account.

8.2 eloomi, in its sole discretion, has the right to suspend or terminate the services at any time and without prior notice in case of fraudulent, criminal, grossly negligent or otherwise intentional misconduct, or violation of any law or regulation, in connection with the performance of the customers obligations hereunder, and/or demonstrated usage negatively impacting the performance of the services, and/or grossly negligent breach of the terms. For free versions and trials, eloomi, in its sole discretion, has the right to suspend customer access if the customer has not used the free versions and trials in a 3-month period.

9 LAW AND VENUE

9.1 Any dispute must be determined in accordance with the applicable law or jurisdiction as defined in this agreement. Customers may select Danish law, and each party submits to the jurisdiction of the District Court of Copenhagen, Denmark. United Kingdom customers can choose in accordance with the laws of England and Wales. United States customers can choose in accordance with the State of Delaware. Any dispute will be carried out in the English language.

9.2 If any part of these terms is deemed to be unlawful and invalid and thus unenforceable, this will not affect the validity and the enforcement of the remaining parts of these terms.

10 DATA PROCESSING AGREEMENT

10.1 eloomi complies with GDPR regulations and the Data Processing Agreement can be viewed at eloomi.com.

10.2 Customers agree to grant eloomi permission to use any subcontractors for eloomi products and services, and to carry out changes of subcontractors at any time.

Statement of Work: eloomi Implementation and Integration

**Project Overview:**
This Statement of Work (SOW) outlines the scope of work and deliverables for the implementation and integration of eloomi, a cloud-based learning management system. The objective of this project is to successfully integrate and deploy eloomi within Mariposa County's organization, enabling efficient and effective learning management and process improvements.

**Project Objectives:**
The primary objectives of this project are as follows:
a) Implement eloomi's learning management system (LMS) to centralize and streamline training and development initiatives.
b) Integrate with Oracle (importing user information)
c) Customize and configure eloomi's modules, dashboards, and workflows according to Mariposa County's requirements and business processes.
d) Train the administrators and users on eloomi's functionalities, ensuring they are equipped with the knowledge and skills to utilize the system effectively.
e) Provide post-implementation support and assistance during the stabilization phase to address any technical or operational issues while providing continual support thereafter.

**Project Scope:**
a) Project Kickoff: Conduct an initial project kickoff meeting to introduce your onboarding and account management team (Customer Success Manager, Implementation Specialist and Account Manager), align project goals, establish communication channels, and define the roles and responsibilities of the project team members.
b) Requirements Gathering and Analysis: Collaborate with Mariposa County to gather detailed business requirements, review existing processes, and define the scope of eloomi implementation and integration.
c) System Configuration: Configure eloomi to match Mariposa County's organizational structure, including setting up user roles, permissions, and access controls, as well as customizing workflows, notifications, and reporting. This will include HRIS integration to Oracle.
d) Customization: Customize eloomi's modules, dashboards, and workflows to align with Mariposa County's branding and business processes.
e) Training and Documentation: Conduct comprehensive training sessions for administrators, providing them with the necessary knowledge and skills to effectively use eloomi. Develop user manuals and documentation to support ongoing system usage and maintenance.
f) Stabilization and Support: Provide post-implementation support during the stabilization phase, addressing any technical or operational issues that arise. Offer ongoing support options beyond the project timeline, if required.

**eloomi Standardized Process from Project and Timeline:**
The project timeline will be defined in collaboration with Mariposa County, taking into consideration the complexity of the implementation and integration, the availability of resources, and any specific milestones or deadlines. The typical timeline is 4-12 weeks.

**Roles and Responsibilities for Implementation:**
The following roles and responsibilities will be established for the project:

- Mariposa County: Provide access to necessary resources, including data, subject matter experts, and system administrators. Collaborate in requirements gathering, testing, and training processes.
- eloomi Customer Success Manager (CSM) Team: Responsible for configuring and customizing eloomi, conducting data migration, integrating with existing systems, and providing technical expertise.
- Mariposa County Administrators and Users: Participate actively in requirements gathering, provide feedback during testing, and actively engage in training sessions.

**The project will be considered successfully completed when:**
eloomi is implemented and integrated according to the defined scope and requirements.
eloomi's functionalities are thoroughly tested and validated by Mariposa County.
Training sessions are conducted, and users imported into the platform.

**Supporting Documents Attached Below.**

# MARIPOSA COUNTY

Board of Supervisors

**RESOLUTION - ACTION REQUESTED 2023-411**

MEETING: August 1, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve a Standard Agreement with Area 12 Agency on Aging in the Amount of $214,832 for Services in Second Year (Fiscal Year 2023-2024) of Awarded Four-Year Area 12 Agency Grant (July 2022 Through June 2026); and Authorize the Board of Supervisors Chair to Sign the Agreement

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**RECOMMENDATION AND JUSTIFICATION**

Approve a Standard Agreement with Area 12 Agency on Aging in the Amount of $214,832 for services in second year (Fiscal Year 2023-2024) of awarded four-year Area 12 Agency Grant (July 2022 through June 2026); and Authorize the Board of Supervisors Chair to Sign the Proposal for the Following Programs:

- Title IIIB-Transportation;
- Title IIIC-1 Congregate Nutrition Program; and
- Title IIIC-2 Home Delivered Nutrition Program

During this next fiscal year, Health & Human Services Agency, Adult & Aging Services branch will implement the expansion of the senior nutrition programming by capitalizing on previous funding received through grants from Area 12 Agency on Aging and USDA. HHSA plans to implement new meal delivery strategies and routes, reaching the desert areas of North County, Midpines, Catheys Valley and the Ponderosa Basin.

**BACKGROUND AND HISTORY OF BOARD ACTIONS**

On June 9, 2020, the Board approved the initial Area 12 Agency on Aging (A12AA) Contract Extension Proposals for fiscal year 2020-21, Res. No. 2020-302. Included with this Board item are two (2) original standard agreements with support documents, Attachments A through D along with Exhibits A through H, between Area 12 Agency on Aging and Mariposa County Health & Human Services Agency, Adult & Aging Services, for the above stated programs for Fiscal Year 2020-2021. Board Chair and County Counsel signatures are required.

On July 7, 2020, the Board approved Standard Agreements for Senior Meals and Transportation Programs for FY 2020-2021 through Resolution No. 2020-375.

On June 15, 2021, the Board approved Proposed Agreements for Senior Meals and Transportation for FY 2021-2022 through Resolution No. 2021-349.

On August 3, 2021, the Board approved Standard Agreement for Senior Meals and Transportation for FY 2021-2022 through Resolution No. 2021-454.

On November 9, 2021, the Board approved First Amendment to Standard Agreement for FY 2021-2022 through Resolution No. 2021-616.

On December 14, 2021, the Board approved Second Amendment to Standard Agreement for FY 2021-2022 through Resolution No. 2021-667.

On March 15, 2022, the Board approved the Proposal for Senior Meals and Transportation Programs through Resolution No. 2022-169.

On June 6, 2023, the Board approved the Contract Renewal Proposal for Fiscal Year 2023 - 2024 through Resolution No. 2023-294.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION**

A negative action would sever an additional funding source to the agency which would create a gap or even suspension of many senior services currently provided.

**FINANCIAL IMPACT**

There is no impact on the General Fund.

**ATTACHMENTS**

1. **Area 12 - Contract Transmittal Letter 2024**
2. **Area 12 - Summary of Contract Changes 2024**
3. **Area 12 - Standard Agreement 2024**
4. **Area 12 - Proposal 2024 (2nd Year) - Res. 2023-294-Executed**

**VOTE RESULT**

| | |
|---|---|
| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District I Supervisor Rosemarie Smallcombe |
| **SECONDER:** | District IV Supervisor Wayne Forsythe |
| **AYES:** | District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe |

**CONTRACT TRANSMITTAL LETTER**
**(Must be signed and returned with Contract package)**

Kristin Millhoff, Executive Director
Area 12 Agency on Aging
19074 Standard Rd., Suite A
Sonora, California 95370

Enclosed please find all documents required for the execution of the contract with the Area 12 Agency on Aging (A12AA). All documents have been reviewed for completeness and all supporting documents identify the Contractor's name ***exactly*** as shown on the Standard Agreement.

The following documents are enclosed. Place a check in each box indicating completion. *(All documents are mandatory.)*

☑ **One Standard Agreement(s)** signed with original signatures. SIGNATURE STAMPS WILL NOT BE ACCEPTED.

☒ **RESOLUTION or MINUTES** of meeting authorizing execution of this Contract. *The Contract Fiscal Year and specific programs must be referenced in the Resolution or Minutes and already be on file with you.*

☒ **CERTIFICATE OF INSURANCE** referencing the Contract Program or Letter of Self-Insurance already on file for General Liability.

☑ **CERTIFICATE OF INSURANCE** referencing the Contract Program or Letter of Self-Insurance already on file for Automobile Liability.

☑ **CERTIFICATE OF INSURANCE** referencing the Contract Program or Letter of Self-Insurance already on file for Professional Liability.

☑ **INFORMATION INTEGRITY AND SECURITY STATEMENT** referencing the contract program and *must be signed and returned with this agreement.*

☑ **CONTRACTOR CERTIFICATION CLAUSES (CCC-307)**

☑ **AGENCY CONTRACTS REPRESENTATIVE (ACR)** filled out completely and signed.

☑ **AUTHORIZED SIGNATORY FORM** -- Signed by Governing Board Chairperson.

☐ This Contract Transmittal Letter is enclosed with this contract package.

➢ Upon receipt of a complete and correct contract package, the contract will be promptly executed and a copy sent to our organization.

➢ If items are missing, the Provider has 120 days to be in compliance with this agreement. Failure to comply with providing required documentation will result in the package being returned. The returned package will include a statement indicating the reason(s) for return. Execution of this Contract and the availability of funds may be delayed.

SIGNATURE (Director or designee)

111B - C-1 & C-2
Program(s)

DATE: 6-29-23

## INSTRUCTIONS FOR PROCESSING THIS CONTRACT

All documents must identify the Contractor's legal name **exactly** as shown on the Standard Agreement. Area 12 Agency on Aging (A12AA)

## DOCUMENTS REQUIRED TO EXECUTE CONTRACT

- **One Standard Agreement(s)** (with terms and conditions) signed with original (wet) signatures. SIGNATURE STAMPS WILL NOT BE ACCEPTED.
- **Resolution/Minutes** – If your agency is a public entity, the A12AA requires a resolution from the Board of Supervisors or equivalent governing body authorizing the execution of this Contract. If your agency is private non-profit, the A12AA requires an authorization by the Board of Directors to execute this Contract. These documents must reference the **Contract Number (Fiscal Year)** and **specific programs** and may reference more than one program. If the resolution/minutes does not also authorize the signing of **amendments** for those contracts, another resolution/minutes will have to be obtained upon the amending of this Agreement.
- **Certificate of Insurance** referencing the Contract Number/Program or Letter of Self-Insurance for General Liability. Certificates may reference more than one Contract Number. Certificates and/or Letters of Self-Insurance must meet the conditions specified in ARTICLE XV of this Agreement. **The additional insured statement must name the Area 12 Agency on Aging as the additional insured.**
- **Certificate of Insurance** referencing the Contract/Program or Letter of Self-Insurance for Professional Liability and Auto Liability. **The liability certificate must name the Area 12 Agency on Aging as the additional insured.**
- **Information Integrity and Security Statement** referencing the contract or fiscal year and program names and *must be signed and returned with this Agreement.*
- **CCC-307** - filled out completely and signed.
- **Agency Contracts Representative (ACR)** – filled out completely and signed.
- **Authorized Signatory Form** - Signed by Governing Board Chairperson and current positions.

## NOTICE:

The Area 12 Agency on Aging requires that all the supporting documents be returned with the Contract as a complete package. Do not return incomplete packages. They will be returned immediately.

Each Contract package must stand on its' own. Copies of supporting documents that do not need original signatures; (i.e., Insurance Certificates or Resolutions) will be accepted. If you have more than one Contract with the Area 12 Agency on Aging, you may send one Insurance Certificate listing all the programs the Insurance Certificate includes.

Failure to complete each Contract Package or to return the required documents that meet the specifications of the Area 12 Agency on Aging will delay processing of the Contract and may affect the timely release of your request for funds.

If you have any questions regarding the terms and conditions/program exhibits of this Agreement or if you have questions regarding these instructions, the contract processing requirements, or the required documents, contact Kristin Millhoff, Executive Director.

# Provider Contract with Area 12 Agency on Aging
# Summary of Contract Changes made to FY 2023--2024

| Location | What was changed | Rationale for change |
|---|---|---|
| Exhibit A Article I. Section A. Item 5 | 5. **To-Go Meals** means meals that are picked up by clients (or client's) agent) or delivered to clients who are comfortable dining in a congregate meal setting.<br>a. C-1: To-Go meals are categorized as C-1 meals if they are consumed onsite and include in-person interaction (e.g., dining at congregate site such as restaurant, food truck, etc., or one-on-one with program volunteer) or consumed offsite and include virtual interaction (e.g., group interaction via Zoom, FaceTime, etc., or one-on-one with program volunteer via telephone) during the meal.<br>b. C-2: To-Go meals are categorized as C-2 meals if they are consumed offsite without in-person or virtual interaction. | Added by CDA to define To-Go meals which are now a permanent option in the Title IIIC program. |
| Exhibit A Article I, Section A, Item 6 | 6. Title IIIC-2 – Home Delivered Nutrition Services) Means nutrition services provided to frail, homebound, or isolated older individuals including meals, nutrition education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans [22 CCR 7135; 22 CCR 7638.7(c)] | Added by CDA to provide clarification from ACL that being homebound is not a requirement for C-2 eligibility. |
| Exhibit A Article II, Section A, Item 29 | To ensure all data is collected for the unmet need as requested by the US Legislature, Contractor, either as a direct service provider, must develop and implement a Wait List policy and procedure. The policy and procedure must include provisions for: prescreening individuals to determine eligibility; managing applicants' placement on and removal from the Wait List; periodically reviewing the eligibility and identified needs of applicants on the Wait List; and assigning priority for enrollment based on Wait list. | Added by CDA; wait list policy. |
| Exhibit A Article III Section A | The following units of service are required for a home delivered nutrition program. Meals must comply with the Dietary Guidelines for | Updated regulatory references |

**Provider Contract with Area 12 Agency on Aging**
**Summary of Contract Changes made to FY 2023--2024**

| | | |
|---|---|---|
| | Americans, 2020-2025;<br><br>If one meal is served, it must provide a minimum of 33 and 1/3 percent of the current daily Dietary Reference Intake (DRI) as established by the ACL's Office of Nutrition & Health Promotion (ONHPP); | |
| Exhibit B<br>Article IV, B | Title IIIB, IIIC, IIIB Ombudsman, VIIa Ombudsman Supplement, VIIA Elder Abuse Prevention, Ombudsman Citation Penalties, Licensing and Certification Program Funds, Skilled Nursing Facility Quality and Accountability Funds, CARES Act, Elder Justice Act, and Older Californians Act.<br><br>Contractor shall prepare and submit a monthly expenditure report in an electronic format and a request for funds by the 15th of each month unless otherwise specified by A12AA. The report shall include all costs and funding sources for the prior month. | Combined A and B as requirements are the same. |
| Exhibit D<br>Article VI<br>Section B<br>Item 1. | 1. Until an audit of the July 1, 2023 through June 30, 2024 period of expenditures has occurred and an audit resolution has been issued or unless otherwise authorized in writing by A12AA and CDA's Audit and Risk Management Branch; | Clarify what records need to be maintained until A12AA has audited this specific time period. |
| Exhibit D<br>Article VI<br>Section E | Adequate source documentation of each transaction shall be maintained relative to allowability of expenditures reimbursed by A12AA under this Agreement. Source documentation includes, but is not limited to: vendor invoices, bank statements and cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans. | CDA added to clarify types of source documentation needed. |
| Exhibit D<br>Article VII<br>Section H<br>Item 1. | Prior to disposal of any property purchased by Contractor with funds awarded under this Agreement or any predecessor agreement, Contractor must obtain approval from A12AA for all items with a unit cost of $5000 or more | CDA added to clarify. |

**Provider Contract with Area 12 Agency on Aging**
**Summary of Contract Changes made to FY 2023--2024**

| | | |
|---|---|---|
| | regardless of the acquisition value or computing devices with digital memory and storage capacity. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from A12AA. Contract shall follow A12AA's Inventory Instructions, Provider Responsibilities, and use the Inventory Transfer/Disposal Form provided by A12AA to dispose of property. Property is not be disposed of until approved by A12AA. (A12AA submits both the CDA 248 and STD 152 and must receive approval from CDA before disposing of property.) Contractor will be liable to repayment of purchase price of equipment if they dispose of the equipment without prior approval from A12AA and CDA. | |
| Exhibit D Article VII Item I | Any loss, damage, or theft of equipment shall be investigated and fully documented and Contractor shall promptly notify A12AA and shall provide copies of investigative documentation and police reports as requested by A12AA. A12AA will notify CDA. [CFR 215.34] | CDA updated to include provision of police report. |
| Exhibit D Article X Section A Item 2 | Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and allocable, including, but not limited to accounting records, vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans. Contractor shall agree to make such information available to the A12AA or any of their duly authorized representatives, including representatives of the entity selected by A12AA to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon reasonable request. | CDA clarification of types of documents required for an A12AA or CDA audit. |
| Exhibit D Article X Section B Item a. | a. Financial closeouts (2CFR 200.1 and 45 CFR 75.2) | CDA updated reference |
| Exhibit D | c. Allocation of expenditures (2 CFR 200.1 and | CDA updated |

**Provider Contract with Area 12 Agency on Aging**
**Summary of Contract Changes made to FY 2023--2024**

| | | |
|---|---|---|
| Article X<br>Section B<br>Item b | 45 CFR 75.2) | reference |
| Exhibit D<br>Article XI<br>Section A<br>Item 3 | If applicable, contractor shall comply with the Public Utilities Commission (PUC) General Order No. 115-G which requires higher levels of insurance for charter party carriers of passengers and is based on seating capacity as follows: | CDA updated;<br>Supersedes 115-F |
| Exhibit E<br>Article 1<br>Section 23 | Contractors of Title IIIC program shall annually assess all Title C-1 and C-2 client's nutrition risk using the Determine Your Nutritional Risk checklist published by the Nutrition Screening Initiative. [OAA §339(2)(J); OAA §207(a)(3)] | CDA clarified the requirement for nutrition risk assessment using the Determine checklist is required for both C-1 and C-2. |
| Exhibit E<br>Article III<br>Section E | A12AA collects the program specific data that is entered in the WellSky software database by each contracting provider. Program specific OAAPS requirements are entered into WellSky for monthly reporting through A12AA to CDA by the contracting Providers. This data is due to the A12AA by the 5th working day of each month following the month being reported. Contracting service providers are responsible for:<br><br>The collection of the required program specific data,<br>Providing staff with WellSky training<br>Providing staff with the appropriate number of hours to maintain the data,<br>Assuring the data is accurately entered into WellSky,<br>Reporting in the WellSky database as required,<br>The cost of the WellSky licensing.<br><br>Contractors shall utilize the WellSky system on the portal.wellsky.com site. Software and licensing shall be provided through the A12AA. The cost of the annual fees and user licenses for the software will be an allowable expense for the Provider and is required for the Provider unless other arrangements are made. | Added for clarification; in RFP document |

# STANDARD AGREEMENT BETWEEN

# MARIPOSA COUNTY HEALTH & HUMAN SERVICES AGENCY, ADULT & AGING SERVICES

**As SERVICE PROVIDER**
5362 Lemee Lane, PO Box 99, Mariposa, CA 95338
Mariposa County Senior Center, 5246 Spriggs Lane, Mariposa, CA 95338
Mariposa County

**Agreement Number: FY2023-2024 – Mariposa County HHS Agency, Adult & Aging Services**
**Programs: IIIC-1 Congregate Meals, IIIC-2 Home Delivered Meals, and IIIB Transportation**

**OLDER AMERICANS ACT (OAA) FUNDING**
**TITLES III-B, C, D, AND VII(a) and VII(b)**

**And**

## AREA 12 AGENCY ON AGING

*(Hereinafter Referred to as A12AA)*
19074 Standard Road, Suite A, Sonora, California 95370

WITNESSETH:

## 1. TERM

This **AGREEMENT ("Agreement")** is made and entered into this 1st day of July, 2023, by and between A12AA and Mariposa County Health & Human Services Agency, Adult & Aging Services (**"Contractor"**) pursuant to the following terms and conditions.

The term of this Agreement is July 1, 2023 through June 30, 2024.

## 2. COMPENSATION

The maximum amount of this Agreement is $214,832.00, two hundred fourteen thousand, eight hundred thirty two dollars and no cents.

| | |
|---|---|
| Congregate Meals | $ 86,400.00 |
| Congregate Meals NSIP | 6,857.00 |
| Home Delivered Meals | 51,680.00 |
| Home Delivered Meals NSIP | 3,920.00 |
| Transportation | + 65,975.00 |
| **TOTAL:** | $ 214,832.00 |

## 3. SERVICES

Contractor shall provide congregate meals, home delivered meals and transportation services, as described in Exhibits A - H, which are attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

| | | |
|---|---|---|
| Exhibit A - | Scope of Work | 11 Pages |
| Exhibit B - | Budget Detail and Payment Provision | 9 Pages |
| Exhibit C - | General Terms and Conditions | 5 Pages |
| Exhibit D - | Special Terms and Conditions | 31 Pages |
| Exhibit E - | Additional Provisions | 7 Pages |
| Exhibit F - | Non-Expendable Equipment/Vehicle Inventory | 1 Page |
| Exhibit G - | Performance Standards | 4 Pages |
| Exhibit H - | Condition Statement(s), (RFP, Contract Renewals, and Program Standards) | 45 Pages |

This document is a binding agreement to conduct a service program for older adults age 60+ in a manner consistent with the intent and regulations applicable to service programs under Title III of the Older Americans Act of 1965, as amended, and Older Californians Act of 2020, as amended.

## 4. FUNDING AVAILABILITY

The funding amounts contained in this Agreement represent A12AA's best estimate of available funding. This Agreement may be subject to modification by A12AA if estimates change. It is mutually agreed that if the A12AA budget 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, A12AA shall have no liability to pay any funds whatsoever to Contractor or to furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

Available funds may supplement, but not replace other funds.

## 5. RENEWAL

This Agreement may be eligible for renewal in each of the subsequent three years following the initial RFP cycle, 2022-2026, and are subject to funding availability and Contractor's fulfillment of its contractual responsibilities.

## 6. NON-DISCRIMINATION

Contractor agrees that it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5 as amended; California Government Code section 12940 (c)(h)(l), (i) and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000-98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Part 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42] by ensuring that employment practices and the administration of public assistance and social services program are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, gender identification, color, disability, medical condition, national origin race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and hereby give assurance that it will immediately take any measures necessary to effectuate this Agreement.

This assurance is binding on the Contractor directly through contract, license, or other provider services, so long as it receives federal or state assistance.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

## 7. INDEMNIFICATION

Contractor agrees to indemnify, defend and save harmless A12AA, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

If such indemnification becomes necessary, A12AA shall have the absolute right and discretion to approve or disapprove of any and all

counsel employed to defend A12AA. This indemnification clause shall survive the termination or expiration of this Agreement.

## 8. ASSIGNMENT

This Agreement is for the professional services of Contractor and it shall not assign, subcontract or sublet any part of this Agreement without the express prior written consent of A12AA. Any assignment without the express prior written consent of A12AA is void.

## 9. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.

B. Either party may terminate this Agreement for convenience upon thirty (30) calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit A.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, A12AA, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of A12AA property, dishonesty, or theft.

D. If A12AA terminates this Agreement for default or material breach, then Contractor shall be liable for any reasonable costs in excess of the Agreement amount incurred by A12AA in order to complete Exhibit A, "Scope of Work." In addition, Contractor understands and agrees that A12AA may, in its sole discretion, refuse to pay Contractor for that portion of Contractor's services which were performed by Contractor prior to the termination date and which remain unacceptable to A12AA as of the termination date.

## 10. DISPUTES

Should it become necessary for a party to this Agreement to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

Contractor shall continue with the responsibilities under this Agreement during any dispute.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Tuolumne, State of California.

## 11. INSURANCE

A. Contractor shall provide at its own expense and maintain at all times the following insurance with insurance companies acceptable to A12AA and the California Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to A12AA and the Department of General Services. Contractor shall provide notice to A12AA thirty (30) days prior to cancellation or material change for all of the following stated insurance policies:

i. Workers' Compensation Coverage – Workers' Compensation Insurance and Employer's Liability Insurance for employees in accordance with the laws of the State of California (including requiring any authorized subcontractor to obtain such insurance for its employees).

ii. General Liability Coverage - Commercial general liability insurance with a minimum liability limit per occurrence of one million dollars ($1,000,000) for bodily injury and one hundred thousand dollars ($100,000) property damage combined. Higher limits may be required by A12AA in cases of higher than usual risks. If a commercial general liability insurance form or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Coverage shall be included for premises, operations and broad form contractual.

iii. Automobile Liability insurance with a minimum limit of liability per occurrence of $1,000,000 for bodily injury and $100,000 for property damage. This insurance shall cover for bodily injury and property damage, owned, hired and non-owned vehicles. This insurance shall cover volunteers and paid employees providing services supported by this Agreement.

iv. Automobile Liability for Charter-Party Carriers: If applicable, contractors and subcontractors shall comply with the Public Utilities Commission (PUC) General Order No. 115-F which requires higher

levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows: $750,000 if seating capacity is under 8; $1,500,000 if seating capacity is 8-15; $5,000,000 if seating capacity is over 15, unless otherwise amended by future regulation.

v. Professional Liability: Professional errors and omissions liability for protection against claims alleging negligent acts, errors or omissions which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor or by its employees or subcontractors. The amount of this insurance shall not be less than one million dollars ($1,000,000) per claim.

vi. The Certificate of Insurance shall provide the statement: "The Area 12 Agency on Aging, its officers, agents, employees, and servants are included as additional insured's, with respect to work performed for the Area 12 Agency on Aging ."

vii. The A12AA shall be named the certificate holder and the A12AA address must be listed on the certificate.

## 12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

All services performed by Contractor under this Agreement shall be in strict conformance with all applicable federal, state and/or local laws and regulations relating to confidentiality, including, but not limited to, California Civil Code section 56 et seq., Welfare and Institutions Code sections 827, 5328, 10850 and 14100.2, Health and Safety Code sections 11977 and 11812, 22 California Code of Regulations section 51009, and 42 Code of Federal Regulations section 2.1 et seq.

As applicable, Contractor shall comply with the State of California's General Terms and Conditions GTC-610, effective 6/9/2010, which is attached hereto as Exhibit C and incorporated herein by reference.

## 13. APPLICABLE LAWS AND REGULATIONS

Contractor shall comply with all A12AA policies and State and Federal regulations and requirements as applicable, including, but not limited to:

Federal – Older Americans Act (OAA) 2020 Reauthorization (Section 330-339)
https://acl.gov/about-acl/authorizing-statutes/older-americans-act
Administration for Community Living (ACL) https://acl.gov/ Title IIIC Nutrition
Dietary Guidelines for Americans, 2020-2025
https://www.dietaryguidelines.gov/
California Department of Aging (CDA) https://www.aging.ca.gov/
State – California Department of Aging Laws & Regulations:
California Welfare and Institutions Code
California Code of Regulations
Title 22, Division 1.8, California Department of Aging
California Retail Food Code: Grandfather Clause for Pre-existing, Non-conforming structures & Equipment
This document is under "Guidelines" section on the page.
United States Code (USC), Title 42, Chapter 35 - Programs for Older Americans
CDA Services Categories and Data Dictionary, 2022
https://www.aging.ca.gov/download.ashx?lE0rcNUV0zYrC%2f9YU7BNhA%3d%3d
Older Californians Act
https://aging.ca.gov/download.ashx?lE0rcNUV0zY2J4QRLd2%2F4Q%3D%3D
Older Californians Nutrition Program Menu Guidance
https://www.aging.ca.gov/download.ashx?lE0rcNUV0zZ%2FmnswDwFAig%3D%3D

## 14. MISCELLANEOUS

A. Request for Proposal (RFP)/Contract Renewal Proposal: Incorporated by reference. The approved scope of services (Scope of Work) performance levels, planned activities, and budgets in the proposal of Contractor are hereby incorporated by reference and are made a part of this Agreement. As such, Contractor shall be accountable for the contents of these parts of the proposal(s) in addition to the requirements in this Agreement. No scope of service will be reduced during the first year of this Agreement unless initiated by A12AA.

B. Amended Agreements: Contractor's proposal may be negotiated by A12AA to refine service delivery, procedures, funding levels and/or to adjust service levels to funding.

C. Sanctions: A sanction results from failure by Contractor to comply with the terms of this Agreement. Sanction actions may include withholding of funds, suspension of funds, reduction of funds, ineligibility for One-Time-Only (OTO) funding and termination.

## 15. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to A12AA may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that A12AA agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

## 16. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties, however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and A12AA. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this agreement shall control.

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

| |
|---|
| CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)<br>**Mariposa County Health & Human Services Agency, Adult & Aging Services** |
| BY (Authorized Signature) |
| PRINTED NAME AND TITLE OF PERSON SIGNING DATE SIGNED |
| ADDRESS<br>PO Box 99, Mariposa, CA 95338 |
| AGENCY NAME<br>**Area 12 Agency on Aging** |
| BY (Authorized Signature) DATE SIGNED<br>Kristin Millhoff 6-2-23 |
| PRINTED NAME AND TITLE OF PERSON SIGNING<br>Kristin Millhoff, Executive Director |
| ADDRESS<br>19074 Standard Road, Suite A, Sonora, California 95370 |

## ARTICLE I. PROGRAM DEFINITIONS

A. DEFINITIONS SPECIFIC TO TITLE III PROGRAMS

1. **Program Requirements** means Title III program requirements found in the Older Americans Act (OAA 42 USC Section 3001-3058); Code of Federal Regulations (45 CFR 1321); Title 22, California Code of Regulations (CCR), Section 7000 et seq.; California Department of Aging (CDA) Program Memoranda and California Retail Food Code (CRFC).

2. **Title IIIB (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day care/adult day health, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, services that promote or support social connectedness and reduce negative health effects associated with social isolation, and long-term care ombudsman advocacy, as defined in the Older Americans Act Performance System (OAAPS) categories and National Ombudsman Reporting System (NORS). [OAA §321(a)]

3. **Priority Services for Title IIIB** means those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and legal assistance.

4. **Title IIIC-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition education, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title IIIC-1 congregate nutrition site, the site must meet all of the following criteria:

   a. Be open to the public. [45 CFR 1321.53(b)(3)]

   b. Not means tested. [OAA §315(b)(3)]

   c. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service. [OAA §315(b)(4);22 CCR 7638.9]

   d. Not receive funds from another source for the cost of the same meal, equipment, or services. [2 CFR 200.403(f); 45 CFR 75.403(f)]

5. **To-Go Meals** means meals that are picked up by clients (or client's agent) or delivered to clients who are not comfortable dining in a congregate meal setting.

   a. C-1: To-Go meals are categorized as C-1 meals if they are consumed onsite and include in-person interaction (e.g., dining at congregate site such as restaurant, food truck etc., or one-on-one with program volunteer) or consumed offsite and include virtual interaction (e.g., group interaction via Zoom, FaceTime, etc., or one-on-one with program volunteer via telephone) during the meal.

   b. C-2: To-Go meals are categorized as C-2 meals if they are consumed offsite without in-person or virtual interaction.

6. **Title IIIC-2 (Home Delivered Nutrition Services)** means nutrition services provided to frail, homebound, or isolated older individuals including meals, nutrition education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). [22 CCR 7135; 22 CCR 7638.7(c)]

7. **Nutrition Services Incentive Program (NSIP)** means the program whose purpose is to provide incentives to encourage and reward effective performance by Area Agency on Aging (AAA) in the efficient delivery of nutritious meals to older individuals. The program consists of a cash allotment based on the ratio of the number of meals served by each *Planning and Service Area* (PSA) compared to the total number of meals served in the State in the prior-prior federal fiscal year.

8. **Matching Contributions** mean local cash and/or in-kind contributions by Contractor, subcontractor, or other local resources that qualify as match for the contract funding.

9. **In-kind Contributions** mean the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).

10. **Non-matching Contributions** mean local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions (e.g., federal funds, overmatch, etc.).

11. **Program Income** means revenue generated by Contractor or subcontractor from contract-supported activities. Program income is:

    a. Voluntary contributions received from a participant or responsible party as a result of services received.

b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.

c. Royalties received on patents and copyrights from contract-supported activities.

d. Proceeds from sale of items fabricated under a contract agreement.

12. **One-Time-Only** include the following:

a. Titles III and VII federal funds allocated to the AAA in a state fiscal year that are not expended or encumbered for services and administration provided by June 30 of that fiscal year as reported to CDA in the Financial Closeout Report (CDA 180). [Title 22 CCR 7314(a)(6)]

b. Title III and VII federal funds recovered from an AAA as a result of a fiscal audit determination and resolution by the A12AA or CDA. [22 CCR 7314(a)(7)]

c. Supplemental Title III and VII program funds allocated by the CDA to A12AA as a result of the federal re-allotment process. [22 CCR 7314(a)(8)]

13. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

14. **Eligible Service Population** for Title IIIB and IIID means individuals 60 years of age or older, with emphasis on those in greatest economic and social need with particular attention to low income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas. [OAA, §305 (a)(2)(E); Title 22, CCR, §§7119, 7125, 7127, 7130, 7135 and 7638.7]

15. **Eligible Service Population** for Title IIIC-1 and IIIC-2 means individuals 60 years of age or older, with emphasis on those in greatest economic and social need with particular attention to low income, minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas. [OAA, §305 (a)(2)(E); Title 22, CCR, §§7119, 7125, 7127, 7130, 7135 and 7638.7(a)(1)-(4)]

a. Individuals eligible to receive a meal at a congregate nutrition site are:

(i) Any older individual.

(ii) The spouse of any older individual.

(iii) A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.

(iv) A disabled individual who resides at home with and accompanies an older individual who participates in the program.

(v) A volunteer under age sixty (60), if doing so will not deprive an older individual sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b); OAA 339(H)]

b. Individuals eligible to receive a home-delivered meal are individuals who are:

(i) An older individual who is frail as defined by 22 CCR 7119, and homebound by reason of illness or disability, or otherwise isolated, shall be given priority in the delivery of services [45 CFR 1321.69(a)].

(ii) A spouse of a person described in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that it is in the best interest of the homebound older individual.

(iii) An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.

16. **Individual with a disability.** The term 'individual with a disability' means an individual with a disability as defined in Section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102), who is not less than age 18 and not more than age 59. [OAA § 372(a)(2)]

17. **Nutrition Education** means an intervention targeting OAA participants and caregivers that uses information dissemination, instruction, or training with the intent to support food, nutrition, and physical activity choices and behaviors (related to nutritional status) in order to maintain or improve health and address nutrition-related conditions. Content is consistent with the Dietary Guidelines for American; is accurate, culturally sensitive, regionally appropriate, and considers personal preferences; and is overseen by a registered dietitian or individual of comparable expertise as defined in the OAA.

## ARTICLE II. SCOPE OF WORK

A. Contractor shall:

1. Implement the statutory provisions of the Title III and Title VII Programs (OAA §306) in accordance with State and Federal laws and regulations. Contractor shall make every effort to meet the goals and objectives stipulated in the four-year Area Plan and annual updates of the Area Plan's Goals, Objectives, and Service Unit Plan, herein incorporated into this Agreement by reference. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval of, A12AA. A service unit reduction of any kind requires written approval from A12AA. [22 CCR 7306(a)]

2. Establish and maintain an organization that shall have the ultimate accountability for funds received from A12AA and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and Federal laws and regulations including data reporting requirements.

3. Meet the adequate proportion requirements for priority services as required under OAA §306(a)(2) and CCR Section 7312.

4. Meet the requirements under the OAA §301(a)(1)(A) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.

5. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA §301(a)(1)(B).

6. Provide a continuum of care for the vulnerable eligible service population as required under OAA §301(a)(1)(C).

7. Secure the opportunity for the eligible service population to receive managed in-home services as required under OAA §301(a)(1)(D).

8. Contractor shall enter into contracts with subcontractors which require them to provide services pursuant to Title 22 CCR, Sections 7352 through 7364, and ensure all applicable provisions required within this Agreement are included in the subcontract(s).

9. Monitor, on an ongoing basis, Contractor's use of Federal and State funds through reporting, site visits, regular contact, or other means to provide a reasonable assurance Contractor administers Federal and State awards in compliance with laws, regulations, and the provision of contracts that performance goals are achieved. A12AA must follow up and ensure that Contractor takes timely and appropriate action on all deficiencies pertaining to the Federal program detected through monitoring and on-site review. [CFR 75.352] Onsite program monitoring

will be conducted every two years for all programs except Title IIIC-1 and Title IIIC-2 which will be conducted every year. Onsite Fiscal monitoring must be conducted every two years for all programs including Title IIIC-1 and Title IIIC-2.

10. Maintain a current Policy and Procedure Manual which includes administrative, program and operational procedures as outlined by this Agreement.

11. Maintain or increase the number of Title IIIC-1 and IIIC-2 meals served if Federal and/or State funds for meal programs increase. This Agreement shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).

12. Monitor nutrition programs as required by Title 22 Section 7634.3 (d). AAA Registered Dietician (RD) must inspect on-site annually each food preparation site (central kitchen). However, non-food preparation congregate dining sites must be inspected using a standardized procedure developed by A12AA that assures all sites are seen systematically, but not necessarily every year. Consistent with generally accepted standards for food safety A12AA policies and procedures must guarantee the following:

    a. Inspect non-food preparation nutrition sites at least every other year.
    b. Inspect non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations or a history of corrective actions.
    c. Inspect central kitchens on-site annually. [22 CCR 7634.3(d)]

13. A12AA will provide support and technical assistance to Contractor and respond in writing to all written requests for direction, guidance, and interpretation of instructions to include client and service data.

14. Distribute and maintain up-to-date A12AA and CDA requirements so that all responsible persons have ready access to standards, policies, and procedures.

15. Provide program information and assistance to the public.

16. Distribute satisfaction surveys to Title IIIB, IIIC, VIIA and VIIB participants that receive services, at a minimum annually, to gain consumer input.

17. Maintain a program data collection and reporting system as specified in Exhibit E.

18. Maintain a current desk manual for each position outlining daily, weekly, monthly and quarterly tasks employee performs to complete his/her job.

19. Ensure that meal counts associated with Title IIIC-1, IIIC-2 and NSIP are in accordance with 22 CCR 7638.7(a)(1)-(4).

20. Offer a meal to a volunteer under the age of sixty (60) if doing so will not deprive an older individual of a meal. [22 CCR 7638.7(b)(1)] Contractor shall develop and implement a written policy for providing and accounting for volunteer meals. [22 CCR 7638.7(b)(2)]

21. Provide a home delivered meal to an eligible individual who is:

    a. An older individual who is frail as defined by 22 CCR 7119, and homebound by reason of illness, disability, or isolation.
    b. A spouse of a person in 22 CCR 7638(c)(1), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.
    c. An individual with a disability who resides at home with older individuals if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.
    d. Priority shall be given to older individuals identified in 22 CCR 7638.7(c)(1).

22. Report a meal only once either as a Title III meal or a Title VI meal.

23. Adhere to 48 CFR 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013).

24. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the 50 states, the District of Columbia, or a U.S. Territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationship recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipient must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as 'marriage,' 'spouse,' 'family,' 'household member' or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health & Human Services (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. [1 U.S.C. 7 – Section 3 of the Defense of Marriage Act]

25. Where feasible, Provider should coordinate services with Focal Points for senior services in their community. Focal Points are senior or

community centers, designated by A12AA, where onsite senior information and referral and linkage/coordination with needed services for seniors are available. Acceptable methods of coordination include providing the Focal Points with informational materials about the services, letters or memoranda of agreements and collocation of services. 42 USC 3026(a)(3)(B)

26. A12AA will review, approve, and monitor Contractor budgets and expenditures and any subsequent amendments and revisions to budgets. Contractor shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year.

27. Provide a home-delivered meal to an eligible individual. [22 CCR 7638.7(c)]

28. Title IIIC meals are compliant with the Older Californians Nutrition Program Menu Guidance (OCNP Menu Guidance).

29. To ensure all data is collected for the unmet need as requested by the US Legislature, Contractor, either as a direct service provider must develop and implement a Wait List policy and procedure. The policy and procedure must include provisions for: prescreening individuals to determine eligibility; managing applicants' placement on and removal from the Wait List; periodically reviewing the eligibility and identified needs of applicants on the Wait List; and assigning priority for enrollment based on Wait list.

## ARTICLE III. SCOPE OF WORK, SPECFIC GOALS AND OBJECTIVES

A. ***Congregate Meals:*** Provision of a meal to eligible individuals in a congregate group setting at a nutrition site, senior center or some other congregate setting, to maintain or improve the physical and social well-being of age 60+ and other qualifying individuals through appropriate nutrition services. Refer to 'To-Go' meal definition, (Ex. A, Art I, A,5)

The following units of service are required for a home delivered nutrition program. Meals must comply with the Dietary Guidelines for Americans, 2020-2025;

If one meal is served, it must provide a minimum of 33 and 1/3 percent of the current daily Dietary Reference Intake (DRI) as established by the ACL's Office of Nutrition & Health Promotion (ONHPP);

If two meals are served, together they must provide a minimum of 66 and 2/3 percent of the current daily DRI; and,

If three meals are served, together they must provide a minimum of 100 percent of the current daily DRI;

**UNIT: One meal served;**

1. CONTRACTOR shall make services available to all persons age 60+ and other qualifying individuals under this Agreement with the following exceptions:

   a. Persons requesting services that extends beyond the scope of the program;
   b. Persons requesting services who reside outside the program's established geographic service boundaries; and
   c. Persons requesting services when the program is serving at capacity and cannot accommodate additional clients.

2. CONTRACTOR shall ensure that the program coordinates its service with other local private and public service providers to promote program efficiency and utilization of existing services and minimize the incidence of service duplication.

3. CONTRACTOR shall provide Congregate Meal services as described in the program proposal for Congregate Meals for FY 2023-2024.

4. CONTRACTOR shall provide a total of 9,000 units of congregate nutrition to a total number of 350 unduplicated persons eligible for service under the Title IIIC-1 award.

5. CONTRACTOR shall be reimbursed at a per meal/unit rate.

6. CONTRACTOR shall provide contracted services to primarily Mariposa County residents.

*Nutrition Education*: quarterly nutrition education materials provided by A12AA, which may include but not limited to flyers, brochures, or other printed materials that can be distributed to participants, must be distributed as indicated by A12AA.

**B.** ***Home-Delivered Meals:*** Provision of a meal to an eligible individual at the client's place of residence, to maintain or improve the physical and social well-being of age 60+ and other qualifying individuals through appropriate nutrition services. Refer to 'To-Go' meal definition, (Ex. A, Art. I, A, 5).

The following units of service are required for a home delivered nutrition program. Meals must comply with the Dietary Guidelines for Americans, 2020-2025;

If one meal is served, it must provide a minimum of 33 and 1/3 percent of the current daily Dietary Reference Intakes (DRI) as established by the ACL's Office of Nutrition & Health Promotion (ONHPP);

If two meals are served, together they must provide a minimum of 66 and 2/3 percent of the current daily DRI; and,

If three meals are served, together, they must provide a minimum of 100 percent of the current daily DRI;

**UNIT: One meal delivered;**

1. CONTRACTOR shall make services available to all persons age 60+ and other qualifying individuals under this service Agreement with the following exceptions:

   a. Persons requesting services that extends beyond the scope of the program;
   b. Persons requesting services who reside outside the program's established geographic service boundaries; and
   c. Persons requesting services when the program is serving at capacity and cannot accommodate additional clients.

2. CONTRACTOR shall ensure that the program coordinates its service with other local private and public service providers to promote program efficiency and utilization of existing services and minimize the incidence of service duplication.

3. CONTRACTOR shall provide Home-Delivered Meal services as described in the program proposal for Home-Delivered Meals for FY 2023--2024.

4. CONTRACTOR shall provide a total of 6,080 units to a total of 50 unduplicated persons eligible for service under the Title IIIC-2 award.

5. CONTRACTOR shall be reimbursed at a per meal/unit rate.

6. CONTRACTOR shall provide contracted services to Mariposa County residents.

*Nutrition Education*: quarterly nutrition education materials provided by A12AA, which may include but not limited to flyers, brochures, or other printed materials that can be distributed to participants, must be distributed as indicated by A12AA.

**C.** ***Transportation:*** To assist age 60+ individuals to live independently by providing transportation to and from their home to primarily medical appointments and other medical related destinations such as pharmacy, dialysis, physical therapy, laboratory for tests, or other related medical errands.

Provision of a means of transportation for a person who requires help in going from one location to another, using a vehicle. Does not include any other activity.

The fundable activities under this program are Transportation: To take a client from one location (i.e., home, doctor office, pharmacy) to another.

**UNIT: One one-way trip.**

Transportation services shall be provided to persons who are age 60+ and reside within Mariposa County and PSA 12.

1. **CONTRACTOR** shall make services available to all persons age 60+ under this Agreement with the following exceptions:

a. Persons requesting services that extends beyond the scope of the program;
b. Persons requesting services who reside outside the program's established geographic service boundaries; and
c. Persons requesting services when the program is serving at capacity and cannot accommodate additional clients.

2. **CONTRACTOR** shall insure that the program coordinates its service with other local private and public service providers to promote program efficiency and utilization of existing services and minimize the incidence of service duplication.

3. **CONTRACTOR** shall provide Transportation services as described in the program proposal for Transportation services for FY 2023-2024.

4. **CONTRACTOR** shall provide a total of 2,639 units of Transportation service to a total of 100 unduplicated persons eligible for service under the Title IIIB award.

5. **CONTRACTOR** shall perform the service of transportation in the County of Mariposa and have the ability to provide occasional transportation for medical appointments to the bordering counties, if the documented need arises.

6. **CONTRACTOR** shall develop out-of-county medical trip procedures when providing the service. Contractor shall include the following:
a. "Out of county" trips shall be limited to medical appointments not met by the in-county medical community.
b. Provide individual documentation of the need for out of county medical transportation. Documentation must prove that all available options have been exhausted and must include detailed information on intake sheet to determine use of transportation funds.
c. Provision to ensure "out of county" trips shall not take precedence over "in-county" transportation.

7. **CONTRACTOR** shall be reimbursed at a per trip/unit rate.

8. **CONTRACTOR** shall conform to all parameters stated in this Agreement by A12AA for IIIB Transportation program.

9. **CONTRACTOR** shall provide transportation services to Mariposa County residents.

10. All services shall be provided by June 30, 2024.

## ARTICLE I. FUNDS

A. Expenditure of Funds

1. Contractor shall expend all funds received hereunder in accordance with this Agreement.

2. Funds made available for Ombudsman volunteer recruitment activities in the Budget Act shall be used by Contractor to maintain or expand the activities of the Long-Term Ombudsman Program.

3. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with California Department of Human Resources (CalHR) rules and regulations.

   In-State:
   - Mileage/per diem (meals and incidentals)/Lodging: http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx

   Out-of-State:

   - http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201

   This is not to be construed as limiting Contractor from paying from funds other than those provided by A12AA any differences in costs between the Department of Personnel Administration rates and any rates Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the A12AA and the California Department of Aging (CDA). [SCM 3.17.2.A(4)]

4. A12AA reserves the right to refuse payment to Contractor or disallow costs for any expenditure, as determined by the A12AA to be out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required but was either not requested or not granted.

B. Accountability of Funds

1. Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by Contractor, and shall be maintained in accordance with generally accepted accounting principles and procedures and the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR Part 200; 45 CFR 75]

2. Financial Management Systems

Contractor shall meet the following standards for its financial management systems, as stipulated in 45 CFR 75.302 as well as those stipulated in 2 CFR §200.302.

Financial Management:

a. Financial Reporting
b. Accounting Records
c. Internal Control
d. Budgetary Control
e. Source Documentation
f. Cash Management (written procedures)
g. Allowable Costs (written procedures)
h. Complete Disclosure

C. Unexpended Funds

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, Contractor shall return to A12AA immediately upon written demand any funds provided under this Agreement which are not payable for goods and services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

D. Funding Contingencies

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability of funds in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.

2. This Agreement is valid and enforceable only if sufficient funds are made available to A12AA and the California Department of Aging (CDA) by the United States Government for the purpose of these programs. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the CDA, the State of California or by Congress that may affect the provisions, terms, or funding of this Agreement in any manner.

3. Limitation of State and A12AA Liability

Payment for performance by Contractor shall be dependent upon the availability of future appropriations by the State of California or by Congress for the purposes of this contract and approval of an itemized Area Plan Budget. No legal liability on the part of the State or A12AA for any payment may arise under this Agreement until funds are made available, the itemized budget is received and approved by A12AA, and Contractor has received an executed Agreement.

4. Funding Reduction(s)

a. If funding for any State fiscal year is reduced or deleted by the State of California, or by Congress for the purposes of this program, A12AA shall have the option to either:

- Terminate this Agreement pursuant to Exhibit D, Article XII, A of this Agreement; or
- Offer an amendment to this Agreement to reflect the reduced funding for this contract.

b. In the event that A12AA elects to offer an amendment, it shall be mutually understood by both parties that (1) A12AA reserves the right to determine which agreements, if any, under this program, shall be reduced, and (2) some contracts may be reduced by a greater amount than others, and (3) that A12AA shall determine in its sole discretion the amount that any or all of the agreements shall be reduced for the fiscal year.

E. Interest Earned

1. Contractor may keep interest earned on advances of federal funds up to $500 per year for local government agencies or $250 for non-profit organizations to be used for administrative expenses. Interest earned above the stated limit shall be remitted at least quarterly to A12AA. [2 CFR 200.305(b)(9); [45 CFR 75.305 (b)(9)]

2. If, as a result of advanced funds, Contractor earns interest on funds awarded by the A12AA, the interest shall be identified as non-match cash. [2 CFR 200.305 (b)(8)];45 CFR 75.305 (b)(8)]

3. Contractor may retain interest on non-federal funds if it reasonably demonstrates that such interest was earned on non-federal funds. If Contractor fails to adequately demonstrate the source of the interest, then such interest will be considered earned on federal funds and shall be remitted, at least annually, to A12AA. [45 CFR 75.305(b)(8)].

## ARTICLE II. BUDGET AND BUDGET REVISION

A. Contractor shall be compensated for expenses only as itemized in the approved Contractor budget with the exception of line item budget transfers as noted in this Exhibit and shall not be entitled to payment for these expenses until Contractor's budget(s) are reviewed, approved and executed by A12AA. The approved budget(s) are hereby incorporated by reference into this Agreement as a part of this Exhibit B.

B. Contractor shall submit electronically the original Contractor Budget(s) with its Proposal, the Contract Renewal Proposals and this Agreement.

C. Contractor budget(s) must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. Contractor budget(s) shall include, at a minimum, the following items when reimbursable under this Agreement:

1. Personnel Costs – annual FTE wage rates and personnel classifications together with the percentage of time to be charged, specified for each funding source.

2. Fringe Benefits – specified for each funding source.

3. Staff Travel – mileage reimbursement, lodging, per diem and other travel costs, specified for each funding source.

4. Staff Training – attendance cost for necessary training, specified for each funding source.

5. Property/Equipment – detailed descriptions and unit costs, specified for each funding source.

6. Supplies – to include items below the $5,000 equipment threshold, specified for each funding source.

7. Vendor/Consultant Agreements – specified for each funding source.

8. Food – used in delivering Congregate and Home-Delivered Meals.

9. Other – Facilities and other ordinary and necessary costs specified for each funding source.

10. Allocated Direct Costs – requires submission of a Direct Cost Allocation Plan for prior approval.

11. Sub recipient Contractor Services – summary costs for subcontracted programs specified for each funding source.

12. Indirect Costs

D. Contractor shall submit any budget revisions electronically by the deadline set by A12AA.

E. The final date to submit budget revisions is April 15, 2023 unless otherwise specified by A12AA. Budget revisions must be submitted electronically.

F. Budget Service Category Transfers

1. Contractor may transfer funds between budget service categories under the following terms and conditions:

a. Contractor must submit a revised budget to A12AA for any transfer of funds for each funding source - Title III-B, C-1, C-2, and Title VII (A) and (B).

b. Contractor shall maintain a written record of all budget changes and clearly document service category changes. The record shall include the date of the transfer, the amount, and the purpose. This record shall be available upon request and shall be maintained in the same manner as all other financial records.

2. Approved transfers and budgets will be incorporated by reference into the current agreement.

3. Transfer of funds cannot be processed or approved after the end of the specified term of this Agreement.

G. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is not to exceed ten percent (10%) of Contractor's Modified Total Direct costs (MTDC), excluding in-kind contributions and nonexpendable equipment unless there is an accepted negotiated rate accepted by all federal awarding agencies. [CFR 200.414(c)(1),(f;] [45 CFR 75.414(c)(1)(f)].

2. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III programs only. Contractors must receive prior approval from A12AA prior to budgeting the excess indirect costs as in-kind.

3. Contractor requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.

4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable).[2 CFR 200.414(a)] [45 CFR 75.414(a)]

## ARTICLE III. PROGRAM SPECIFIC FUNDS

A. Program Income

1. Program income must be reported and expended under the same terms and conditions as the program funds from which it is generated.

2. Program income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).

3. For Titles III-B, III-C, VII Ombudsman, and VII Elder Abuse Prevention programs, program income must be spent before funds (except as noted in 4) and may reduce the total amount of funds payable to Contractor.

4. For Titles III-B, III-C, VII Ombudsman, and VII A Elder Abuse Prevention programs, if program Income is earned in excess of the amount reported in the Contractor's budget(s), the excess amount may be deferred for use in the first quarter of the following agreement period, which is the last quarter of the federal fiscal year.

5. If Program income is deferred for use it must be used by the last day of the Federal fiscal year and reported when used.

6. Program income may not be used to meet the matching requirements of this Agreement.

7. Program income must be used to expand baseline services.

B. One Time Only (OTO) Funds

1. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which they were accrued.

2. OTO funds can only be awarded to a Contractor that has a valid agreement with A12AA. All agreements shall be procured either through an open and competitive procurement process pursuant to Title 22 CCR Section 7352 or through a non-competitive award pursuant to Title 22 CCR Section 7360.

3. Titles III and VII federal program OTO funds shall be used for the following purposes:

   a. The purchase of equipment which enhances the delivery of services to the eligible service population must be an allowable cost of the program.

   b. Home and community-based projects that are approved in advance by A12AA and CDA and are designed to address the unmet needs of the eligible service population identified in the Area Plan.

   c. Innovative pilot projects which are approved in advance by A12AA and CDA, and are designed for the development or enhancement of a

comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a)(b).

d. OTO funds can be used to maintain or increase baseline services. However, A12AA shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current contract period. Expenditures for baseline services require advance approval by A12AA. Expenditures for baseline services do not require advance CDA approval.

4. Nutrition Services Incentive Program (NSIP) OTO funds shall be used to purchase food used in the Elderly Nutrition Program.

C. Matching Contributions

'Matching Contributions' means local cash and/or in-kind contributions made by Contractor or other local resources that qualify as match for agreement funding.

1. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.

2. Any matching contributions (cash or in-kind) must be verifiable from the records of Contractor.

3. Matching contributions must only be used for allowable costs in accordance with the Office of Management Budget (OMB) cost principles.

4. In-kind contributions shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement. Any questions regarding in-kind or other unusual contributions must be directed to A12AA Executive Director.

D. Area Plan Administration

Area Plan Administration is comprised of federal funds from Titles IIIB, IIIC-1, IIIC-2 and IIIE.

E. Equipment

Equipment/Property with per unit cost over $5000 or any computing devices, regardless of cost requires justification from the Contractor and approval from A12AA and CDA and must be included in its approved Provider Budget.

## ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION

A. For Titles IIIB, IIIC, IIIB Ombudsman, VII Elder Abuse Prevention, VIIa Ombudsman, Supplement, Ombudsman Citation Penalties Account, Licensing and Certification

Program Funds, Skilled Nursing Facility Quality and Accountability Funds, CARES Act, Elder Justice Act, and Older Californians Act.

Contractor shall prepare and submit a monthly expenditure report in an electronic format and a request for funds by the 15th of each month unless otherwise specified by A12AA. The report shall include all costs and funding sources for the prior month.

C. A12AA shall review requests for payment to ensure compliance with the approved Contractor budget(s).

D. Upon execution of this Agreement, A12AA will make monthly payments of NSIP funding to Contractor.

E. A12AA may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to Contractor, until such time as A12AA determines that financial management standards are met.

F. Matching Requirements

1. Program matching contributions for Titles III-B, not including Ombudsman, and III-C is 15.3 percent.

2. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.

3. Program matching contributions for Titles III-B, not including Ombudsman, and III-C can be pooled to meet the minimum requirement of 15.3 percent.

4. Matching contributions generated in excess of the minimum amount required, are considered overmatch.

5. Of the total minimum matching contributions required for Titles III-B, not including Ombudsman, and III-C, at least 25% must be from local public agencies (i.e., city and county governments, school districts, special districts, and water districts).

## ARTICLE V. CLOSEOUT

A. The Financial Closeout Report and the Report of Property Furnished/Purchased with Agreement Funds shall be submitted annually to A12AA, within fifteen (15) calendar days following the end of the fiscal year, or within fifteen (15) days following termination prior to the end of the term, unless otherwise specified by the A12AA.

B. Federal funds will be reduced proportionately to maintain the required matching ratios if a Contractor fails to report sufficient match.

C. Final expenditures must be reported to A12AA in accordance with the approved program budget(s).

## ARTICLE VI. RENEWAL

If funding for services provided by this Agreement is appropriated in the A12AA proposed Fiscal Year 2023-2024 budget, and such funds are received from CDA, this Agreement may extend on a month-to-month basis after June 30, 2023, until such time as a new agreement may be executed between the parties before September 30, 2024, or this Agreement is terminated pursuant to Exhibit C, Article VI and Exhibit D, Article XII, hereof, whichever comes first.

## GENERAL TERMS & CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is for the professional services of Contractor and it shall not assign, subcontract or sublet any part of this Agreement without the express prior written consent of A12AA. Any assignment without the express prior written consent of A12AA is void.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. [Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896]

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless A12AA, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

   If such indemnification becomes necessary, A12AA shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend A12AA. This indemnification clause shall survive the termination or expiration of this Agreement.

6. DISPUTES: Should it become necessary for a party to this Agreement to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

   Contractor shall continue with the responsibilities under this Agreement during any dispute.

   It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Tuolumne, State of California.

7. TERMINATION FOR CAUSE: A12AA may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination A12AA may proceed with the work in any manner deemed proper by A12AA. All costs to A12AA shall be deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor and the agents and employees of Contractor, shall act in an independent capacity and not as officers or employees or agents of A12AA in the performance of this Agreement.

9. RECYCLING CERTIFICATION: Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to A12AA regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply. [Pub. Contract Code §12205].

10. NON-DISCRIMINATION CLAUSE: Contractor agrees that it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5 as amended; California Government Code section 12940 (c)(h)(l), (i) and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000-98413; Title 24 of the California Code of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45

Code of Federal Regulations (CFR) Part 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42] by ensuring that employment practices and the administration of public assistance and social services program are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, gender identification, color, disability, medical condition, national origin race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and hereby give assurance that it will immediately take any measures necessary to effectuate this Agreement.

This assurance is binding on the Contractor directly through contract, license, or other provider services, so long as it receives federal or state assistance.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC-307 (Attachment A) are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: Contractor by signing this Agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. Government Code Section 4550 contains the following definitions:

1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2). "Public purchasing body" means the State or the subdivision or agency making a public purchase.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. [Government Code Section 4552]

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. [Government Code Section 4553]

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. [Government Code Section 4554]

16. CHILD SUPPORT COMPLIANCE ACT: For any agreement in excess of $100,000, Contractor acknowledges in accordance with Public Contract Code 7110, that:

a). Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Agreement includes services in excess of $200,000, Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Public Contract Code Section 10353.

## ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

### A. GENERAL DEFINITIONS

1. The term "Agreement" or "Contract" shall mean the Standard Agreement, Exhibits A, B, C, D, E, F, and G, and an approved Budget Display, and if applicable, a Budget Summary, which are hereby incorporated by reference, amendments, and any other documents incorporated by reference, unless otherwise provided for in this Article.

2. "State," "Department," and "CDA" mean the State of California and the California Department of Aging interchangeably.

3. "A12AA" "Area 12 Agency on Aging", means the Area 12 Agency on Aging interchangeably.

4. "Contractor" means the entity that receives funds from A12AA to provide direct services identified in this Agreement. Contractor is accountable to A12AA for use of these funds and is responsible for executing the provisions for services provided under this Agreement.

5. "Reimbursable item" also means "allowable cost" and "compensable item."

6. "CFR" means Code of Federal Regulations.
"CCR" means California Code of Regulations.
"GC" means Government Code.
"Welf. & Inst. Code" means Welfare and Institutions Code.
"USC" means United States Code.
"Cal. Civ. Code" means California Civil Code.
"Cal. Pub. Con. Code" means the California Public Contract Code.
"PM" means Program Memo which is issued by CDA.
"Cal. Gov. Code" means California Government Code.
"HHS" means United States Department of Health & Human Services.
"HSC" means California Health & Safety Code.
"OAA" means Older Americans Act.
"OMB" means Office of Management & Budget.

7. "Vendor" means an entity providing goods or services for Contractor during Contractor's performance of this Agreement. "Vendor" means the legal entity that receives funds from Contractor to provide specific services. Vendors shall provide specific services described in Exhibit #1 of the Vendor Agreement, titled "Description of Services" and fulfill the responsibilities of the vendor found in the Vendor Agreement under the "Scope of Work".

8. "Allocation" means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a

final cost objective or through one or more intermediate cost objectives. (2 CFR 200.1 and 45 CFR 75.2)

9. "Disallowed costs" means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.1 and 45 CFR 75.2)

10. "Questioned costs" means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and condition of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84 and 45 CFR 75.2)

11. "Recoverable cost" means the state and federal share of the questioned cost identified from an audit.

B. Resolution of Language Conflicts

Conflicts in language shall be resolved in the following order of priority:

1. The Grant terms and conditions.
2. The Older Americans Act and other applicable federal statutes and their implementing regulations.
3. If applicable, the Older Californians Act and other California State codes and regulations.
4. Title 22 CCR §7000 et. seq.;
5. Standard Agreement, all Exhibits and any amendments thereto;
6. Any other documents incorporated herein by reference, including the federal HHS terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at https://www.hhs.gov/grants-contracts/grants/grants-policies-regulations/index.html

7. Program memos and other guidance issued by A12AA and CDA.

## ARTICLE II. ASSURANCES

A. Law, Policy and Procedure, Licenses, and Certificates

Contractor agrees to administer this Agreement and require any vendors to administer their contracts in accordance with this Agreement, and with all applicable A12AA, local, State, and Federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment.

Contractor shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Nondiscrimination

Contractor shall comply with all Federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307) which is hereby incorporated by reference. In addition, Contractor shall comply with the following:

1. Equal Access to Federally-Funded Benefits, Programs and Activities (Title VI of the Civil Rights Act of 1964.)

Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC Section 2000d; 45 CFR Part 80], which prohibits recipients of Federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

2. Equal Access to State-Funded Benefits, Programs and Activities

Contractor shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323]

3. Americans with Disabilities Act

Contractor assures the State and A12AA that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC Sections 12101 et seq.]

4. California Civil Rights Laws

Contractor shall ensure compliance with the requirements of Cal. Public Contract Code §2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Agreement. The certificate is available by contacting the A12AA office.

The California Civil Rights Laws Certification ensures Contractor compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51 et seq.) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960 et seq.); and ensures Contractor internal policies are not used in violation of California Civil Rights Laws.

C. Standards of Work

Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

D. Professional Standards of Conduct

Contractor is responsible for ensuring the public trust by avoiding any situation that creates a real or perceived misrepresentation. Generally, misrepresentation occurs when a personal interest may intertwine with a professional interest. This may specifically occur when an employee or volunteer enters the online world.

A12AA encourages Contractor, in the performance of the services agreed to be performed, to adhere to professional standards of conduct. As the internet and electronic communications play an ever increasing role in our work and personal lives, Contractor must always be mindful of its responsibilities as a provider of direct public services. If an employee uses social media and includes his or her affiliation or title or comments on matters related to their organization or A12AA, the line between public and private, personal and professional can be blurred.

Assume everything you, your staff or volunteers write online becomes public. Information from your Facebook page, blog entries, tweets and other social media outlets, can be easily circulated beyond your intended audience. This content, therefore represents you and your organization to the general public. As a result, when using social media, staff/volunteers should use caution and exhibit sound judgment.

Before using social media or information shared online to communicate about matters affecting Contractor or A12AA, A12AA encourages Contractor to review the information. Be sure the information is ethical, does not represent political activity, does not discriminate or harass, does not disclose non-public information, does not make false or misleading statements, and does not make disparaging comments about other likeminded organizations.

These same standards of conduct should be demonstrated while staff or volunteers are representing Contractor in a public venue.

E. Conflict of Interest

1. Contractor shall prevent its employees or consultants from using their positions for purposes including, but not limited to, the selection of vendors that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State or A12AA determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the State or A12AA and such conflict may constitute grounds for termination of this Agreement.

2. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant against Contingent Fees

1. Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.

2. For breach or violation of this warranty, A12AA shall have the right to terminate this Agreement without liability or at its discretion to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

G. Payroll Taxes and Deductions

Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and Federal and State income taxes withheld, to designated governmental agencies.

H. Facility Construction or Repair (This section only applies to Title III.)

1. When applicable for purposes of construction or repair of facilities, Contractor shall comply with the provisions contained in the following acts and shall include such provisions in any applicable agreements with vendors:

   a. Copeland "Anti-Kickback" Act (18 USC 874, 40 USC 276c) (29 CFR, Part 3).

   b. Davis-Bacon Act (40 USC 276a to 276a-7) (29 CFR, Part 5).

   c. Contract Work Hours and Safety Standards Act (40 USC 3701 et seq.) (29 CFR, Part 5, 6, 7, 8).

   d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations (41 CFR, Part 60).

2. Contractor shall not use payments for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the

owner's value of such property to the benefit of the owner except where permitted by law and by A12AA and CDA.

3. When funding is provided for construction and non-construction activities, Contractor must obtain prior written approval from A12AA before making any fund or budget transfers between construction and non-construction.

I. Contracts in Excess of $100,000

If all funding provided herein exceeds $100,000, Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended [42 USC 7401]

2. Federal Water Pollution Control Act, as amended [33 USC 1251 et seq.]

3. Environmental Protection Agency Regulations. [40 CFR, Part 29 and Executive Order 11738]

4. Cal. Pub. Contract Code Section 10295.3.

5. Pub. Contract Code Section 2010.

J. Debarment, Suspension, and Other Responsibility Matters

1. Contractor certifies to the best of its knowledge and belief that it and its vendors [45 CFR §92.35]:

a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for: (i) 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; (ii) violation of Federal or State antitrust statutes; (iii) or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Contractor shall report immediately to A12AA in writing any incidents of alleged fraud and/or abuse by either Contractor or Contractor's vendors.

3. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by A12AA.

4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of its vendor(s).

K. Agreement Authorization

1. If a public entity, Contractor shall submit to A12AA a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private non-profit entity, Contractor shall submit to A12AA an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.

2. These documents must also identify the action taken.

3. Documentation in the form of a resolution, order or motion by the Governing Board of Contractor is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of Contractor authorizing the Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

1. Contractor shall maintain adequate staff to meet Contractor's obligations under this Agreement.

2. This staff shall be available to A12AA for training and meetings, which A12AA may find necessary from time to time.

M. Corporate Status

1. Contractor shall be a public entity, private nonprofit entity or Joint Powers Agreement (JPA). If a private nonprofit corporation or JPA, Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of Agreement.

2. Contractor shall ensure that any vendors providing services under this Agreement shall be of sound financial status. Any contracting private entity,

corporation or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout this term of the Agreement.

3. Failure to maintain good standing by the contracting corporation or JPA shall result in suspension or termination of this Agreement until satisfactory status is restored.

N. Lobbying Certification

Contractor, by signing this Agreement, hereby certifies to the best of his/her/its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. Contractor shall require that the language of this certification be included in the award documents for all vendors (including grants, and contracts under grants, loans, and cooperative agreements which exceed $100,000) and that all vendors shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into.

5. This certification is a prerequisite for making or entering into this Agreement imposed by 31 USC 1352.

6. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

O. Contractor or vendor shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

## ARTICLE III. EXECUTED AGREEMENT

A copy of this Agreement shall be filed and available for inspection at A12AA, 19074 Standard Rd., Suite A, Sonora, California 95370.

## ARTICLE IV. COMMENCEMENT OF WORK

Contractor shall not begin work in advance of approval of the Agreement by A12AA. If this Agreement is not approved and Contractor has begun work, Contractor may be considered to be a volunteer or the Contractor may have to pursue a claim for payment by filing with the Victim Compensation and Government Claims Board. A12AA has no legal obligation unless and until this Agreement is approved.

## ARTICLE V. VENDOR AGREEMENTS

A. Contractor shall satisfy, settle, and resolve all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any vendor agreements and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other manners of a contractual nature. Decision of A12AA is final and the vendor has no right of appeal to the California Department of Aging.

B. In the event any vendor is utilized by Contractor for any portion of this Agreement, Contractor shall retain the prime responsibility for all the terms and conditions set forth in the Agreement including but not limited to, the responsibility for preserving A12AA' s and the State's copyrights and rights in data in accordance with Article XIX of this exhibit, for handling property in accordance with Article VII. of this exhibit, and ensuring the keeping of, access to, availability, and retention of records of vendors in accordance with Article VI. of this exhibit.

C. Funds for this Agreement shall not be obligated in vendor agreements for services beyond the ending date of this Agreement, unless all funding under this Agreement is appropriated without regard for fiscal year, and A12AA has agreed in writing to permit the specific expenditure for a specified period of time.

D. Contractor shall have no authority to contract for or on behalf of A12AA, or incur obligations on behalf of A12AA.

E. Copies of vendor agreements, memorandums and/or letters of understanding shall be on file with Contractor and shall be forwarded to A12AA with each proposal and budget.

F. Contractor shall monitor the insurance requirements of its vendors in accordance with Article XI of this exhibit.

G. Contractor shall require language in all vendor agreements to indemnify, defend, and save harmless A12AA, its officers, agents, and employees from any and all claims and

losses accruing to or resulting from any vendors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the vendor in the performance of this Agreement.

H. Contractor shall complete all reporting and expenditure documents requested by A12AA. These reporting and expenditure documents shall be sent to A12AA in a timely manner and at intervals as determined by A12AA.

1. Monthly program reports are due electronically on the 5th working day of each month.

2. Monthly fiscal reports are due electronically on the 15th of each month.

3. The last budget revision is due to A12AA no later than April 15th of each fiscal year.

4. Closeout reports are due to A12AA no later than July 15th of each fiscal year.

I. Contractor shall maintain adequate staff to meet the requirements of this Agreement. This staff shall be available to A12AA for training and meetings, which A12AA and CDA may find necessary from time to time.

J. If a private nonprofit corporation, Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.

## ARTICLE VI. RECORDS

A. Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, reconciliation of the "Financial Closeout Report" to the audited financial statements, a summary worksheet of results from the audit resolution performed for all vendors with supporting documentation, letters of agreement, insurance documentation in accordance with Article X of this exhibit. This includes memorandums and/or letters of understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to A12AA and CDA and shall make all records pertaining to this Agreement available for inspection and audit by A12AA and CDA or its duly authorized agents, at any time during normal business hours.

B. All such records, including confidential records, must be maintained and made available by Contractor:

1. Until an audit of the July 1, 2023 through June 30, 2024 period of expenditures has occurred and an audit resolution has been issued or unless otherwise authorized in writing by A12AA;

2. For such longer period, if any, as is required by any applicable statute, by any other clause of this Agreement, or by Sections A and C of this Article; and 3. For such longer period as A12AA deems necessary.

C. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Sections A and C of this Article. Contractor shall ensure that any resource directories and all client records remain the property of A12AA upon termination of this Agreement, and are returned to A12AA or transferred to another contractor as instructed by A12AA.

D. In the event of any litigation, claim, negotiation, audit exception, or other action involving Contractor's records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of A12AA and CDA and so stated in writing to Contractor.

E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by A12AA under this Agreement. Source documentation includes, but is not limited to: vendor invoices, bank statements, and cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans. If the allowability of expenditures cannot be determined because records or documentation of Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302, and 45 CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by A12AA and/or CDA during the audit resolution process.

F. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article, and Article XVIII. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

G. Public Records Act

Contractor is aware that this Agreement and any documents provided to A12AA may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that A12AA agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

## ARTICLE VII. PROPERTY

A. Unless otherwise provided for in this Article, property refers to all assets, capitalized or noncapitalized, used in the performance of this Agreement.

1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.

2. Property does not include consumable office supplies such as paper, pencils, toner, file folders, etc.

B. Property, acquired under this agreement which meets any of the following criteria is subject to capitalization requirements. Such property must:

1. Has a normal useful life of at least 1 year;

2. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least $5000 (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit);

3. All computing devices, regardless of cost (including but not limited to, laptops, flash drives, workstations, servers, personal digital assistants, notebook computers, tablets, smartphones, i-pads and cellphones);

4. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives); and

5. Be used to conduct business under this Agreement.

C. Noncapitalized property is those items which do not meet all three requirements in Section B above.

D. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.

E. Intangibles are property which lack physical substance but give valuable rights to the owner and can be capitalized or noncapitalized. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.).

Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

F. Contractor shall request approval from A12AA following the A12AA's *Inventory Instructions, Provider Responsibilities,* when purchasing items with a per unit cost of $5000 or more, or computing devices with digital memory and storage capacity, regardless of the purchase price. The unit cost requires justification and approval from A12AA and must be included in the approved Provider Budget.

G. Contractor shall keep track of property purchased with funds from this Agreement that meet the requirements as defined in Exhibit D, Article VII, Item B, whether capitalized or not. Contractor shall maintain and submit to A12AA, annually with the Closeout, a current inventory of property furnished or purchased by either the Contractor or by A12AA for Contractor with funds awarded under this Agreement or any predecessor agreement for the same purpose. Contractor shall use the A12AA Provider Inventory Worksheet with authorized signature to report property to A12AA, unless further restricted by Exhibit E, where applicable.

H. Disposal of Property

1. Prior to disposal of any property purchased by Contractor with funds awarded under this Agreement or any predecessor agreement, Contractor must obtain approval from A12AA for all items with a unit cost of $5000 or more regardless of the acquisition value OR computing devices with digital memory and storage capacity. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from A12AA. Contractor shall follow A12AA's *Inventory Instructions, Provider Responsibilities*, and use the *Inventory Transfer/Disposal Form* provided by A12AA staff to dispose of property. Property is not to be disposed of until approved by A12AA. (A12AA submits both the CDA 248 and STD 152 and must receive approval from CDA before disposing of property.) Contractor will be liable to repayment of purchase price of equipment if they dispose of the equipment without prior approval from A12AA and CDA.

2. Contractor must remove all Personal, Sensitive, or Confidential Information (PSCI), from A12AA property prior to disposal including removal or destruction of data on computing devices with digital memory and storage capacity. Since these media may require special disposition in order to mitigate the risk of unauthorized disclosure and ensure confidentiality of information, Contractor must follow the instructions outlined on *Certification for Computing Media Sanitation,* a document provided by A12AA and CDA. Information systems capture, process, store, and transmit information using a wide variety of media such as, but not limited to, magnetic tapes, flash drives, personal computers, workstations, PDAs (personal digital assistants), iPads, and laptops.

I. Any loss, damage, or theft of equipment shall be investigated and fully documented and Contractor shall promptly notify A12AA and shall provide copies of investigative

documentation and police reports as requested by A12AA. A12AA will notify CDA. [CFR 215.34]

J. A12AA reserves title to all A12AA and CDA purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by Federal law or regulation or as otherwise agreed by the parties.

K. Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, until Contractor has complied with all written instructions from A12AA regarding the final disposition of the property.

L. In the event of Contractor's dissolution or upon termination of this Agreement, Contractor shall provide a final property inventory to A12AA. A12AA reserves the right to require Contractor to transfer such property to another entity or to A12AA.

M. To exercise the above right, no later than 120 days after termination of this Agreement or notification of Contractor's dissolution, A12AA will issue specific written disposition instructions to Contractor.

N. Contractor shall use the property for the purpose for which it was intended under Agreement. When no longer needed for that use, Contractor with written approval of A12AA may use the property for other purposes in this order:

1. Another A12AA program providing the same or similar service; or

2. State or Federally-funded program.

O. Contractor may share use of the property and equipment or allow use by other programs upon written approval of A12AA. As a condition of the approval, A12AA may require reimbursement under this Agreement for its use.

P. Contractor shall not use equipment or supplies acquired under this Agreement for personal gain or to usurp the competitive advantage of a privately owned business entity.

Q. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.

## ARTICLE VIII. ACCESS

Contractor shall provide access to A12AA, the Bureau of State Audits, the Controller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, records, and electronic files of Contractor which are directly pertinent to this specific Agreement for the purpose of audit, examination, excerpts, and transcriptions.

## ARTICLE IX. MONITORING, ASSESSMENT, AND EVALUATION

A. Authorized A12AA and State representatives shall have the right to monitor and evaluate Contractor's administrative, fiscal, and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures and procurement audits, inspections of project premises, when applicable, inspection of food preparation sites, and interview of project staff and participants.

B. Contractor shall cooperate with A12AA and the State in the monitoring and evaluation processes, which include making any administrative and fiscal staff available during any scheduled process.

C. Contractor shall monitor contracts and vendor agreements to ensure compliance with laws, regulations, and provisions of contracts or grant agreements that may have a direct or material effect on each of its A12AA funded and CDA funded programs.

D. Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, or grant agreements monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by A12AA or CDA.

## ARTICLE X. AUDIT REQUIREMENTS

A. General

1. Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, A12AA Staff and any entity selected by A12AA to perform inspections, shall have the right to monitor and audit Contractor providing services under this Agreement through on-site inspections, audits and other applicable means the A12AA determines necessary. In the event that A12AA is informed of an audit by an outside federal or State government entity affecting the Contractor, A12AA will provide timely notice to Contractor.

2. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and allocable, including, but not limited to accounting records, vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans. Contractor shall agree to make such information available to the A12AA or any of their duly authorized representatives, including representatives of the entity selected by A12AA to perform inspections, for examination, copying, or

mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.

3. 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 A12AA or State government access to the supporting documentation of said audit firm(s).

4. The Contractor shall cooperate with and participate in any further audits which may be required by the State, including CDA fiscal and compliance audits.

B. A12AA Fiscal and Compliance Audits

1. The A12AA Fiscal department shall enlist outside entities to perform fiscal and compliance audits of Contractors in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.

2. The A12AA fiscal and compliance audits may include, but not be limited to, a review of:

a. Financial closeouts (2 CFR 200.1 and 45 CFR 75.2)

b. Internal controls (2 CFR 200.303 and 45 CFR 75.303)

c. Allocation of expenditures (2 CFR 200.1 and 45 CFR 75.2)

d. Allowability of expenditures (2 CFR 200.403 and 45 CFR 75.403)

e. Equipment expenditures and approvals (2 CFR 200.439 and 45 CFR 75.439)

C. Single Audit Reporting Requirements (2 CFR 200 Subparts F and 45 CFR 75 Subparts F)

1. Contractor Single Audit Reporting Requirements

a. Contractors that expend $750,000 or more in Federal Awards shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; Single Audit Act Amendments of 1996, Public 104-156; and 2 CFR Part 200.501 to 200.521; and 45 CFR 75.501 to 75.521. A copy of the audit shall be submitted to A12AA: Area 12 Agency on Aging, 19074 Standard Rd., Ste. A, Sonora, CA 95370.

b. The copy shall be submitted within 30 days after receipt of the auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.

c. Contractor shall ensure that State-funded expenditures are displayed discretely along with the related Federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in Section B of this Article.

d. For State contracts that do not have CFDA numbers, Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through CDA.

2. Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit and general ledgers. The reconciliation shall be maintained and made available to A12AA review.

3. Contractor shall have the responsibility for resolving its contracts with its vendors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of this Agreement.

4. The Contractor shall ensure that single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements.

5. Contract resolution includes:

a. Ensuring that contractors expending $750,000 or more in federal awards during the contractor's fiscal year has met the audit requirements of the 2 CFR 200.501 to 200.521 and 45 CFR 75.501 to 75.521.

b. Issuing a management decision on audit findings within six months after receipt of Contractor's single audit report and ensuring that Contractor takes appropriate and timely corrective action.

c. Reconciling expenditures reported to A12AA to the amounts identified in the single audit or other alternate procedures if Contractor was not subject to the single audit requirements. For a contractor who was not required to obtain a single audit and who did not obtain another type of audit, the reconciliation of expenditures reported to A12AA must be accomplished through the performance of alternative procedures (e.g., risk assessment [2 CFR 200.331 and 45 CFR 75.352], documented review of financial statements, or documented expense verification reviews/fiscal monitoring assessments).

6. When alternative procedures are used, Contractor shall perform financial management system testing which provides, in part, the following:

   a. Accurate, current and complete disclosure of the financial results of each federal award or program.

b. Records, supported by source documentation, that adequately identify the source and application of funds.

c. Effective control over and accountability for all funds, property, and other assets to ensure these items are used solely for authorized purposes.

d. Comparison of expenditures with budget amounts for each federal award.

e. Written procedures to implement the requirements of 2 CFR 200.305 and 45 CFR 75.305.

f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200 and 45 CFR Part 75, Subparts E - Cost Principles. [2 CFR 200.302 and 45 CFR 75.302]

7. Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.

8. Determining whether the results of the reconciliations performed necessitate adjustment of Contractor's own records.

9. The Contractor shall ensure that the requirements of the 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements are met is generally interpreted to mean that Contractor will ensure that the audit was:

a. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within 30 days after receipt of the auditor's report or nine months after the end of the audit period, whichever comes first. [2 CFR 200.512 and 45 CFR 75.512]

b. Properly procured – use procurement standards for auditor selection. [2 CFR 200.509 and 45 CFR 75.509]

c. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR 200.514 and 45 CFR 75.514]

d. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements; and the schedule of findings and questioned costs. [2 CFR 200.515 and 45 CFR 75.515]

e. Performed in accordance with provisions applicable to the program as identified in 2 CFR 200 and 45 CFR Part 75, Subparts F - Audit Requirements.

10. Requirements identified in D and E of this Article shall be included in Contractor's contracts/agreements. Further, Contractor shall be required to include in its contract with the independent auditor that the auditor will comply with all applicable requirements/standards, A12AA and the CDA shall have access to all audit reports and supporting work papers, and A12AA and the CDA has the option to perform additional work, as needed.

11. A reasonably proportionate share of the costs of audits required by, and performed in, accordance with the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:

a. Any costs when audits required by the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F - Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and

b. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F - Audit Requirements because its expenditures under federal awards are less than $750,000 during the non-federal entity's fiscal year.

D. Contractor shall cooperate with and participate in any further audits which may be required by A12AA or CDA.

## ARTICLE XI. INSURANCE

A. Prior to commencement of any work under this Agreement, Contractor shall provide for the term of this Agreement, the following insurance:

1. General Liability Coverage - Commercial general liability insurance with a minimum liability limit per occurrence of one million dollars ($1,000,000) for bodily injury and one hundred thousand dollars ($100,000) property damage combined. Higher limits may be required by A12AA in cases of higher than usual risks. If a commercial general liability insurance form or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Coverage shall be included for premises, operations and broad form contractual.

2. Automobile Liability insurance with a minimum limit of liability per occurrence of $1,000,000 for bodily injury and $100,000 for property damage. This insurance shall cover for bodily injury and property damage, owned, hired and non-owned vehicles. This insurance shall cover volunteers and paid employees providing services supported by this Agreement.

3. Automobile Liability for Charter-Party Carriers: If applicable, contractors shall comply with the Public Utilities Commission (PUC) General Order No. 115-G

which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:

$750,000 if seating capacity is under 8
$1,500,000 if seating capacity is 8 – 15
$5,000,000 if seating capacity is over 15

unless otherwise amended by future regulation.

4. Professional Liability: Professional errors and omissions liability for protection against claims alleging negligent acts, errors or omissions which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor or by its employees or vendors. The amount of this insurance shall not be less than one million dolllars ($1,000,000) per claim.

5. Workers' Compensation Coverage – Workers' Compensation Insurance and Employer's Liability Insurance for employees in accordance with the laws of the State of California (including requiring any authorized vendor to obtain such insurance for its employees).

B. The insurance shall be obtained from an insurance company acceptable to A12AA and the California Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to A12AA and the Department of General Services.

C. Evidence of insurance shall be in a form and content acceptable to the A12AA and the California Department of General Services, Office of Risk and Insurance Management. Insurance obtained through commercial carriers shall meet the following requirements:

1. The Certificate of Insurance shall provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the A12AA or ten (10) days written notice if the reason for cancellation is for non-payment of any insurance premium.

2. The Certificate of Insurance shall provide the statement: "The Area 12 Agency on Aging, its officers, agents, employees, and servants are included as additional insured's, with respect to work performed for the Area 12 Agency on Aging ."

3. The Area 12 Agency on Aging shall be named the certificate holder and the A12AA address must be listed on the certificate.

D. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, Contractor agrees to provide A12AA, at least thirty (30) days prior to the expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for a period not less than the remaining term of this Agreement or for a

period not less than one (1) year. In the event Contractor fails to keep in effect at all times said insurance coverage, A12AA may, in addition to any other remedies it may have, terminate this Agreement.

E. Contractor shall require its vendors under this Agreement, other than units of local government which are self-insured, to maintain adequate insurance coverage for general liability, worker's compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, Contractor shall require all of its vendors to hold Contractor harmless. The vendor's Certificate of Insurance for general and auto liability shall also name Contractor, not A12AA, as the certificate holder and additional insured. Contractor shall maintain certificates of insurance for all its vendors and forward copies to A12AA if requested.

F. A copy of each appropriate Certificate of Insurance referencing this Agreement number and specific programs, or letter of self-insurance, shall be submitted to A12AA with this Agreement.

G. The entity providing Ombudsman services must be insured or self-insured for professional liability covering all Ombudsman activities including, but not limited to, investigation of patient complaints.

A copy of all volunteer and employee drivers' insurance coverage and licenses shall be reviewed at the yearly monitoring by A12AA a minimum of once a year or whenever an update and/or change is required.

## ARTICLE XII. TERMINATION

A. Termination Without Cause

A12AA may terminate this Agreement without cause in whole or in part, if A12AA determines that a termination is in A12AA' s best interest, upon 90 days written notice to Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective 90 days from the delivery of the notice. The parties agree that if the termination of this Agreement is due to a reduction or deletion of funding by the Department of Finance, Legislature or Congress, the Notice of Termination shall be effective 30 days from the delivery of the notice. The parties agree that if a portion of this Agreement is terminated, the remainder of this Agreement shall be deemed to remain in effect and is not void. Upon termination of this Agreement, or any part thereof, Contractor shall submit to A12AA for submission to CDA Transition Plan as specified in Exhibit E.

B. Termination for Cause

A12AA may terminate for cause the performance of work under this Agreement upon 30 days written notice to Contractor. The Notice of Termination shall be effective 30 days from the delivery of the Notice of Termination unless the ground for termination is due to a threat to life or the health or safety of the public and in that case the

termination shall take effect immediately. The grounds for termination for cause shall include but not limited to, the following:

1. A threat to life, health, or to the safety of the public. (Termination of this Agreement shall be effective immediately.)

2. A violation of the law or failure to comply with any condition of this Agreement.

3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.

4. Failure to comply with reporting requirements.

5. Evidence that Contractor is in an unsatisfactory financial condition as determined by an audit by A12AA and/or Contractor or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.

6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.

7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against Contractor.

8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against Contractor's assets or income.

9. The commission of an act of bankruptcy.

10. A finding of debarment or suspension pursuant to Article II, Section K.

11. Contractor's organizational structure has materially changed.

12. A12AA determines that Contractor may be considered a "high risk" agency as described in 45 CFR 92.12 (local government) 45 CFR 74.14 (non-profit organizations). If such a determination is made, Contractor may be subject to special conditions or restrictions.

C. Contractor's Obligation After Notice

After receipt of a Notice of Termination, and except as directed by A12AA, Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

1. Stop work as specified in the Notice of Termination.

2. Place no further vendor agreements for materials, or services, except as necessary to complete the continued portion of this Agreement.

3. Terminate all agreements to the extent they relate to the work terminated.

4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of vendor agreements (the approval or ratification of which will be final for purposes of this clause).

D. Effective Date

Termination of this Agreement shall take effect immediately in the case of an emergency such as threat to life, or to the health or safety of the public. The effective date for termination to cause or for funding reductions is 30 days and the effective date for termination without cause is 90 days subsequent to written notice to Contractor. The notice shall describe the action being taken by A12AA, the reason for such action, and any conditions of the termination, including the date of termination.

E. Voluntary Termination of Agreement

Pursuant to Title 22, Section 7210, Contractor may voluntarily terminate this Agreement prior to its expiration either by mutual agreement with A12AA or upon 30 days written notice to A12AA.

In case of voluntary termination, Contractor shall allow A12AA up to 180 days to transition services. Contractor shall submit a Transition Plan in accordance with Exhibit E.

F. In the event of a termination, A12AA will present written notice to Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds, and disposition of property, which must be met prior to termination.

## ARTICLE XIII. REMEDIES

Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to A12AA as a result of breach of this Agreement by Contractor, whether such breach occurs before or after completion of the project.

## ARTICLE XIV. DISSOLUTION OF ENTITY

Contractor shall notify A12AA immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

## ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS

A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

B. A12AA reserves the right to revise, waive, or modify this Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the State of California.

## ARTICLE XVI. NOTICES

A. Any notice to be given hereunder by either party to the other may be affected by personal delivery in writing or by registered or certified mail, or overnight mail, postage prepaid, return receipt requested, provided Contractor retains receipt, and shall be communicated as of actual receipt.

B. Any notice given to A12AA for Contractor's change of legal name, main address, or name of Director shall be addressed to the Executive Director of A12AA one Contractor's letterhead and be submitted within three (3) business days of said action.

C. All other notices with the exception of those identified in Section B of this Article, shall be addressed to A12AA, 19074 Standard Rd., Suite A, Sonora, CA 95370. Notices mailed to Contractor shall be to the address indicated on the coversheet of this Agreement.

D. Either party may change its address by written notice to the other party in accordance with this Article.

## ARTICLE XVII. DEPARTMENT CONTACT

A. The name of A12AA's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by A12AA to Contractor upon full execution of this Agreement.

B. Contractor shall submit the name of its Agency Contract Representative (ACR), for this Agreement by submitting an ACR form to A12AA with this signed Agreement. The ACR's address, phone number, e-mail address, and FAX number shall be included on the form. For any change in this information, Contractor shall submit an amended ACR form. This form may be requested from A12AA.

## ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY

A. Information Assets

Contractor and any of its vendor(s), shall have in place operational policies, procedures, and practices to protect A12AA and State information assets, including those assets used to store or access Personal Health Information (PHI), Personal

Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information) herein referred to as Personal, Sensitive and Confidential Information (PSCI) as specified in State Administrative Manual, § 5300-5365.3, Cal. Gov. Code §11019.9, DGS Management Memo 06-12, Department of Finance (DOF) Budget Letter 06-34, and CDA Program Memorandum 07-18 Protection of Information Assets, and the Statewide Health Information Policy Manual.

Information assets may be in hard copy or electronic format and may include but are not limited to:

1. Reports
2. Notes
3. Forms
4. Computers, laptops, cellphones, printers, scanners
5. Networks (LAN, WAN, WIFI), servers, switches, routers
6. Storage media, hard drives, flash drives, cloud storage
7. Data, applications, databases including:
   - Information collected and/or accessed in the administration of A12AA programs and services.
   - Information stored in any media form, paper or electronic.

B. Encryption of Computing Devices

A12AA and Contractors, and any of its vendor(s) that collect data, are required to use 128-Bit encryption for PSCI data that is collected and stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and back up media) and/or portable electronic storage media (including but not limited to, discs and thumb/flash drives, portable hard drives and backup media).

C. Disclosure

1. Contractor, and any of its vendors, shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and state policies. The requirement to protect information shall remain in force until superseded by laws, regulations or policies.

2. Contractor, and any of its vendors, shall protect from unauthorized disclosure, confidential, PSCI such as names and other identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

3. "Personal Identifying Information" shall include, but not be limited to, name, identifying number, social security number, state driver's license, or state identification number, financial account numbers, symbol or other identifying

characteristic assigned to the individual, such as finger or voice print or photograph.

4. Contractor, and any of its vendors shall not use PSCI for any purpose other than carrying out the Contractor's obligations under this Agreement. Contractor is authorized to disclose and access identifying information for this purpose as required by Older Americans Act (OAA).

5. Contractor, and any of its vendors, shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any PSCI obtained under the terms of this Agreement to anyone other than A12AA and/or CDA without prior authorization from A12AA. Contractor may be authorized, in writing, by a participant to disclose PSCI specific to the authorizing participant.

6. Contractor, and any of its vendors, may allow participants to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall Contractor accept such blanket authorization from any participant.

D. Security Awareness Training

1. Contractor's employees, vendors and volunteers handling PSCI must complete the required CDA Security Awareness Training module located at https://aging.ca.gov/Information_security/ within thirty (30) days of the start date of this Agreement, or within thirty (30) days of the start date of any new employee, vendor or volunteer's employment and annually thereafter.

2. Contractor must maintain certificates of completion on file and provide them to A12AA upon request.

E. Health Insurance Portability and Accountability Act (HIPAA)

Contractor agrees to comply with the privacy and security requirements of the HIPAA and ensure that any of its vendors comply with the privacy and security requirements of HIPAA.

F. Contractor Information Integrity & Security Statement

Contractor shall sign and return an Information Integrity & Security form with this Agreement. This is to ensure that Contractor and any of its vendors are aware of, and agree to comply with, their obligations to protect A12AA and CDA information assets including PSCI, from unauthorized access and disclosure.

G. Security Incident Reporting

A security incident occurs when A12AA and/or CDA information assets are or are reasonably believed to have been accessed, modified, destroyed, disclosed without

proper authorization, lost or stolen. Contractor and any of its vendors must comply with CDA's security incident reporting procedure located at http://aging.ca.gov/Information Security and Privacy. All security incidents must be reported to A12AA Executive Director or Assistant Director immediately upon detection. A Security Incident Report form (CDA 1025 attached with Exhibit D), must be submitted to the A12AA Executive Director or Assistant Director within five (5) business days of date of the incident was detected.

H. Security Breach Notifications

Notice must be given by Contractor, and/or any of its vendors to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Act of 1977, State, and A12AA policy.

I. Software Maintenance

Contractor and any of its vendors shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which A12AA and State data may be stored or accessed.

J. Electronic Backups

Contractor and any of its vendors shall ensure that all electronic information is protected by performing regular backups of files and databases, and shall ensure the availability of information assets for continued business. Contractor, and any of its vendors shall ensure that all data, files and backup files are encrypted.

K. Provisions of this Article

The provisions contained in this Article shall be included in all contracts between Contractor and its vendors.

## XIX. COPYRIGHTS AND RIGHTS TO DATA

A. Copyrights

1. If any material funded by this Agreement is subject to copyright, A12AA reserves the right to copyright such material and Contractor agrees not to copyright such material, except as set forth in Section B of this article.

2. Contractor may request permission to copyright material by writing to the Executive Director of A12AA. The Executive Director will contact the CDA's Director for permission to copyright and shall consent to or give the reason for denial to Contractor in writing within ninety (90) days of receipt of the request.

3. If the material is copyrighted with the consent of CDA and A12AA, the State and federal awarding departments reserve a royalty-free, non-exclusive, and

irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given the author. At any time during the term of this Agreement Contractor shall deliver to A12AA upon request, any materials, systems or other items developed, refined, or enhanced using funds from this Agreement.

4. On all publications funded solely or in part by this Agreement, Contractor shall include the following acknowledgement: "This publication has been created or produced by the Area 12 Agency on Aging with financial assistance, in whole or in part, through funds from the Administration for Community Living." Contractors undertaking projects under government sponsorship are encouraged to express their findings and conclusions. These contents do not necessarily represent the policy of the U. S. Department of Health & Human Services or A12AA and Contractor should not assume endorsement by the federal or State government.

5. Contractor certifies that it has appropriate systems and controls in place to ensure that A12AA funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

B. Rights in Data

1. Contractor shall not publish or transfer any materials, as defined in subsection 2 below, produced or resulting from activities supported by this Agreement without the express written consent of A12AA. That consent shall be given or the reasons for denial shall be given and any conditions under which it is given or denied within sixty (60) days after the written request is received by A12AA. A12AA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit Contractor from sharing identifying client information authorized by the participant or summary program information which is not client-specific.

2. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration, or the exchange of that information between Area Agencies on Aging to facilitate uniformity of contract and program administration on a statewide basis.

3. Subject only to the provisions of Article XVIII and Article XIX of this Exhibit, A12AA may use, duplicate, or disclose in any manner, and have or permit

others to do so subject to State and Federal law all subject data delivered under this Agreement.

## ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES

A. Needs Assessment

1. Contractor shall conduct a cultural and linguistic group-needs assessment of the eligible client population in Contractor's service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. [22 CCR 98310, 98314]

   The group needs assessment shall take into account the following four (4) factors:

   a. Number of persons with Limited English Proficiency (LEP) eligible to be served or encountered by the program.

   b. Frequency with which LEP individuals come in contact with the program.

   c. Nature and importance of the services provided.

   d. Local or frequently used resources available to Contractor.

      This group needs assessment will serve as the basis for Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with Cal. Gov. Code § 11135 et seq.; 2 CCR 11140; 2 CCR 11200 et seq.; and 22 CCR 98300 et seq.

2. Contractor shall prepare and make available a report of the findings of the group needs assessment that summarizes:

   e. Methodologies used.

   f. The linguistic and cultural needs of non-English speaking or LEP groups.

   g. Services proposed to address the needs identified and a timeline for implementation. [22 CCR 98310]

   h. Local or frequently used resources available to Contractor.

3. Contractor shall maintain a record of the group needs assessment on file at Contractor's headquarters at all times during the term of this Agreement. [22 CCR 98310, 98313]

B. Provision of Services

1. Contractor shall take reasonable steps, based on the group needs assessment identified in Section A of this Article, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement.
   [22 CCR 11162]

2. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:

   i. Interpreters or bilingual providers and provider staff.
   j. Contracts with interpreters.
   k. MOU with community individuals or organizations that provide interpreter services.
   l. Use of telephone interpreter lines.
   m. Sharing of language assistance materials and services with other providers.
   n. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
   o. Referral to culturally and linguistically appropriate community service programs.

3. Based on the findings of the group needs assessment, Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits. [22 CCR 11162]

4. Contractor shall self-certify compliance with the requirements of this section and shall maintain the self-certification record on file at Contractor's office at all times during the term of this Agreement. [22 CCR 98324]

5. Contractor shall notify its employees of clients' rights regarding language access and Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by Contractor. [22 CCR 98324]

C. Compliance Monitoring

1. Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. [22 CCR 98310]

2. Contractor and A12AA shall monitor, evaluate and take effective action to address any needed improvement in the delivery of culturally and linguistically

appropriate services. [22 CCR 98310]

3. Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. [22 CCR 98314]

D. Notice to Eligible Beneficiaries of Contracted Services

1. Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [22 CCR 98325]

2. Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding A12AA procedures for filing a complaint and other information regarding the provisions of Cal. Gov. Code § 11135 et seq. [22 CCR 98326]

3. Contractor shall notify A12AA immediately of a complaint alleging discrimination based on a violation of State or Federal law. [2 CCR 11162; 22 CCR 98310, 98340]

## ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT

A. General Assurances

Contractor shall assure that the following conditions are met:

1. Services are provided only to the defined Eligible Service Population.

2. If Contractor makes any award of funds to a public or private nonprofit agency, for the following purposes: (1) acquiring, altering, leasing, or renovating a facility, including a mobile facility, for use as a multipurpose senior center or (2) constructing a facility, including a mobile facility, for use as a multipurpose senior center, Contractor shall adhere to the program requirements and to 45 CFR 75.327(2), "Procurement Standards," procurement by contractors and subcontractors for nonprofit organizations, and 45 CFR 75.327 procurement for State and local governments, as applicable.

3. Contractor shall comply with the standards and guidelines for procurement of supplies, equipment, construction, and services as provided in 45 CFR 75.328.

4. Contractor assures that when an existing facility has been altered with funds made available by this Agreement) and is used as a multipurpose senior center, the period of time in which such facility shall be used as a center is as follows:

   a. Not less than three (3) years from the date the Agreement terminates where the amount of the Agreement, including the non-federal share, does not exceed $30,000.

   b. If the Agreement amount exceeds $30,000, the fixed period of time shall be not less than three (3) years from the date of the Agreement plus one (1) year for each additional $10,000, or part thereof, to a maximum of $75,000.

   c. For Agreement amounts which exceed $75,000, the fixed period of time shall be no less than ten (10) years.

5. Any multipurpose senior center constructed with funds made available by this Agreement shall be used for that purpose for at least twenty (20) years after completion of that construction.

6. Any facility to be used as a senior center and acquired with funds made available by this Agreement shall be used for that purpose for at least ten (10) years from the date of acquisition.

7. Any agency awarded Title III funds for senior center acquisition or construction has a completed and notarized Notice of Assurances to the State of California of the Use of Property and the United States' Right of Recapture (CDA 214) recorded with the county recorder. Contractor shall periodically validate continuing use of such facility as a senior center during the recapture period.

8. Area 12 Agency on Aging (A12AA) funds will be made available only for the support of activities specified in an approved current Area Plan and current Contractor budget and contract that is in compliance with State and Federal laws and regulations.

9. An individual's receipt of services under the In-Home Supportive Services Program shall not be the sole cause for denial of any services provided by the A12AA or its contractors.

10. Funds made available under this Agreement shall supplement, and not supplant, any federal, State or local funds expended by a State or unit of general purpose local government to provide Title III (excluding III E) and Title VII services.

11. The following closely related programs identified by CFDA number are to be considered as an "Other Cluster" for purposes of determining major programs or whether a program specific audit may be elected. Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.

| | |
|---|---|
| 93.041 | Special Programs for the Aging-Title VIIA, Chapter 3 Programs for Prevention of Elder Abuse, Neglect, and Exploitation (Title VIIA, Chapter 3) |
| 93.042 | Special Programs for the Aging-Title IIIB/VIIA, Chapter 2-Long Term Care Ombudsman Services for Older Individuals (Title IIIB/VIIA, Chapter 2) |
| 93.043 | Special Programs for the Aging-Title III, Part D -- Disease Prevention and Health Promotion Services (Title IIID) |
| 93.044 | Special Programs for the Aging-Title III, Part B -- Grants for Supportive Services and Senior Centers (Title IIIB) |
| 93.045 | Special Programs for the Aging-Title III, Part C -- Nutrition Services (Title IIIC) |
| 93.052 | National Family Caregiver Support-Title III, Part E |
| 93.053 | Nutrition Services Incentive Program (NSIP) |

'Cluster of programs' means a grouping of closely related programs that share common compliance requirements. The types of clusters of programs are research and development, student financial aid, and other clusters. "Other Clusters" are as defined

by the consolidated CFR in the Compliance Supplement or as designated by a State for federal awards provided to its subcontractors that meet the definition of 'cluster of programs'. When designating an "other cluster," a State shall identify the Federal awards included in the cluster and advise the subcontractors of compliance requirements applicable to the cluster. A 'cluster of programs' shall be considered as one program for determining major programs, as described in 45 CFR 75.525(a), whether a program-specific audit may be elected. [Federal Office of Management and Budget, [45 CFR 75, Requirements], Audits of States, Local Governments 45 CFR 75 Appendix V to part 75 F.1., and Non-Profit Organizations 45 CFR 75 Appendix IV to part 75 C. 2.a.]

Contractor shall provide separate categories for Congregate Meals, Home Delivered Meals, NSIP Congregate, NSIP Home Delivered and each IIIB Program following the contracted services.

12. Contractor assures that voluntary contributions shall be solicited in accordance with the following requirements. [OAA § 315(b)]:

    a. The Contractor for any Title III or Title VII services shall not use means tests.

    b. Any Title III or Title VIIA client that does not contribute toward the cost of the services received shall not be denied services.

    c. Methods used to solicit voluntary contributions for Title III and Title VIIA services shall be non-coercive. All voluntary contribution language must be approved by A12AA Executive Director before distributing to consumers.

    d. Each Service Provider will:

        (i) Provide each recipient with an opportunity to voluntarily contribute to the cost of the service.
        (ii) Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary.
        (iii) Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution.
        (iv) Establish appropriate procedures to safeguard and account for all contributions.
        (v) Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act. [OAA § 315(b)(4)(E)]

13. Any Title III and Title VII service shall not implement a Cost Sharing program unless so notified by A12AA.

14. Voluntary contribution letters may not resemble a bill or a statement [OAA §315(b)].

15. All voluntary contribution language must be submitted in writing and approved by the A12AA Executive Director before distribution to consumers.

16. Individual client donations shall not be tracked by accounts receivable. [OAA §315(b)(4)(C)]

17. Contractor shall comply with the OAA § 306(a)(17), which requires it to include in its Administration information, how it will coordinate activities and develop long-range emergency preparedness plans with local and state emergency response agencies, relief organizations, local and state governments, and any other institutions that have responsibility for disaster relief service delivery.

18. Contractor, at a minimum, shall identify and make contact with their local Office of Emergency Services (OES) to define their respective roles and responsibilities. This contact shall include a discussion of the type of clients served by Contractor and how OES will address their needs in the community.

19. The Contractor shall furnish annually or whenever a change occurs, the name of its Disaster Coordinator to the A12AA Disaster Coordinator.

20. The Contractor shall assure that its staff have written procedures in place and are trained at least annually on how to handle emergencies. As specified in Title 22, CCR §7547, the training shall consist of:

    a. Familiarity with telephone numbers of fire, police, and ambulance services for the geographic area served by the provider. These telephone numbers shall be posted near the telephone for easy access when an emergency arises.

    b. Techniques to obtain vital information from older individuals and persons with disabilities who require emergency assistance.

    c. Making written emergency procedure instructions available to all staff that have contact with older individuals or persons with disabilities.

21. Proof of age, citizenship or disability shall not be required as a condition of receiving services.

22. Contractor shall develop a policy and procedure to ensure that Title IIIC-1 and Title IIIC-2 meals are received only by eligible individuals.

23. Contractors of Title IIIC programs shall annually assess all Title C-1 and C-2 clients' nutrition risk using a valid nutrition screening tool. [OAA §339(2)(J)] [OAA §207(a)(3)]{CCR 7636.1(b)(7)}.

24. Materials published or transferred by Contractor and financed with funds under this Agreement shall: (a) state "the materials or product were a result of a project funded by a contract with the "Area 12 Agency on Aging"; (b) give the name of the entity, the address, and telephone number at which the supporting data is available; and (c) include a statement that "the conclusions and opinions expressed may not be those of the Area 12 Agency on Aging or the California Department of Aging and that the publication may not be based upon or inclusive of all raw data."

## ARTICLE II. REPORTING PROVISIONS

A. Contractor shall submit program performance reports for Title IIIB, Title III C-1, Title III C-2, and Title VIIB Elder Abuse Prevention Programs, in accordance with A12AA and California Department of Aging (CDA) requirements [W&I Code 9102 (a)(5)], to the A12AA Data Team.

B. Contractor shall assure that all subcontractors submit complete and accurate data.

C. Contractor shall have written procedures in a desk manual to assure that all performance data submitted is timely, complete, accurate and verifiable using the A12AA approved reporting procedures.

1. Details regarding the collection and reporting of program data,

2. Details regarding ensuring accuracy of data from intake/assessment process through reporting to A12AA,

3. Details regarding verification of data prior to submission to A12AA, and

4. Details for correction procedures.

D. Reporting Requirements specific to Title IIIB, Title IIIC-1, Title IIIC-2, and Title VII services.

1. Contractor shall submit program data electronically only for those A12AA funded programs using the data collection software, WellSky (SAMS).

2. Monthly service unit data reports will be completed and verified for accuracy no later than the fifth working day of the month following the month being reported.

3. Contractor shall provide all missing information, corrections for errors and verification of accuracy for all monthly and annual data in accordance with CDA requirements per A12AA Data Team as requested by A12AA.

E. The Contractor shall have written reporting procedures in a desk manual specific to each program which include:

1. Collection and reporting of program data for the Contractor or subcontractor,

2. Ensuring accuracy of all data from the Contractor or subcontractor,

3. Verification of Contractor or subcontractor data prior to submission to A12AA Data Team,

4. Correction procedures for Contractor and subcontractor.

F. The Contractor shall orient and train staff and subcontractor's staff regarding program data collection and reporting requirements. The Contractor shall have cross-trained staff in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data.

## ARTICLE III. SERVICE PROVIDER PROGRAM RESPONSIBILITIES

A. Outreach Activities/Public Information: Service Provider shall engage in outreach and public information activities in an effort to inform the public, community leaders, other Service Providers, and potential participants about program services and activities. Outreach activities are required and shall be aimed at reaching the target population(s). An outreach plan shall be developed including the following information: methods, timelines, target population(s), and expected number of persons to be reached. Service Provider shall maintain documentation of outreach activities.

B. Targeting: The Older Americans Act, the Older Californians Act and the A12AA Area Plan identify specific categories of persons age 60+ as target populations for services. Programs are expected to serve target populations at a rate at least comparable to census figures. Providers must specify how they will reach the target populations. To meet targeting goals, providers must demonstrate the capacity to serve persons in need of the proposed service and who possess one or more of the following characteristics:

(1) Greatest Social Need (GSN): GSN individuals have at least two of these characteristics: age 75+, lives alone, functionally impaired, language barriers or

cultural, social or geographic isolation caused by racial or ethnic status, sexual orientation, human immunodeficiency virus (HIV) status, gender identity, or gender expression.

(2) Greatest Economic Needs (GEN): GEN individuals have a combined income from all sources at or below the federal poverty level.

(3) Minority: Persons who identify themselves with one of the following racial or ethnic groups: American Indian/Alaskan Native, Asian/Pacific Islander, African American, or Hispanic.

(4) Low Income, Minority: Low income, minority individuals have both GEN and minority characteristics.

(5) Geographically Isolated: Live in rural area (individuals who live outside of urbanized areas in town or remote countryside with fewer than 2500 persons).

(6) Disabilities: Older individuals with disabilities, with particular attention to those with severe disabilities.

C. Means Test: Service Provider **shall not** use a means test to determine eligibility for program services. "Means test" is defined as the use of an older person's income or resources to deny or limit that person's receipt of services.

D. Coordination:

(1) Interagency: Service Providers shall demonstrate efforts to initiate cooperative working agreements with other community agencies providing services to older persons and/or with other agencies that provide similar services.

(2) Focal Points: Where feasible, Service Provider should coordinate services with Focal Points for senior services in their community. Focal Points are senior or community centers, designated by A12AA, where onsite senior information and referral, and linkage/coordination with needed services for seniors are available. Acceptable methods of coordination include providing the Focal Point(s) with informational materials about the services, letters/memoranda of agreement, and collocation of services. A list of Focal Points can be found in the A12AA 2022-2023 Area Plan Update available online at www.area12.org.

E. Program Reporting: The OAA calls for annual performance reporting to the Administration for Community Living (ACL) by the California Department of Aging (CDA). ACL has developed the Older Americans Act Performance System (OAAPS) data criteria for this reporting.

A12AA collects the program specific data that is entered in the WellSky software database by each contracting provider. Program specific NAPIS/OAAPS requirements are entered into WellSky for monthly reporting to CDA by the contracting provider. This data is due to the A12AA by the 5th working day of each month following the month being reported. Contracting service providers are responsible for:

- The collection of the required program specific data,
- Providing staff with the WellSky training
- Providing staff with the appropriate number of hours to maintain the data,
- Assuring that the data is accurately entered into WellSky,
- Reporting in the WellSky database as required, and
- The cost of the WellSky licensing.

Contractors shall utilize the WellSky system on the portal.wellsky.com site. Software and licensing shall be provided through the A12AA. The cost of the annual fees and user licenses for the software will be an allowable expense for the Service Provider and is required for the Provider unless other arrangements are made.

## ARTICLE IV. APPEAL PROCESS

A. Contractor may appeal an adverse determination as defined in Title 22 CCR, §7702 using the appeal process established by the A12AA in Title 22 CCR, §7700 through 7710. Such appeal shall be filed within thirty (30) days of the A12AA's notice of adverse determination.

B. Subcontractors of the Contractor may appeal the Contractor's final adverse determination relating to Title III and VII programs using the appeal process established in Title 22 CCR, §7700 through 7710.

C. Any dispute regarding an existing direct service contract or the procurement of the direct service contract shall be resolved locally, consistent with W & I Code §9535(k), and as specified in the procurement documents and contracts of the Contractor.

D. Appeal costs or costs associated with any court review are not reimbursable.

## ARTICLE V. TRANSITION PLAN

A. Contractor shall submit a transition plan to A12AA for submission to the CDA within 15 days of delivery of a written Notice of Termination (Pursuant to Article XII, Exhibit D of this Agreement) of a program funded either by Title III or Title VII. The transition plan must be approved by the CDA and shall at a minimum include the following:

1. Description of how clients will be notified about the change in their service provider.

2. A plan to communicate with other organizations that can assist in locating alternative services.

3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.

4. A plan to evaluate clients in order to assure appropriate placement.

5. A plan to transfer any confidential medical and client records to a new contractor.

6. A plan to dispose of confidential records in accordance with applicable laws and regulations.

7. A plan for adequate staff to provide continued care through the term of the contract. [Title 22, 7206(e)(4)]

8. A full inventory and plan to dispose or, transfer, or return to the A12AA all equipment purchased during the entire operation of the contract.

9. Additional information as necessary to effect a safe transition of clients to other community service providers.

B. Contractor shall implement the transition plan as approved by the State. A12AA and the CDA will monitor the Contractor's progress in carrying out all elements of the transition plan.

C. If the Contractor fails to provide and implement a transition plan as required by paragraphs A and B of Exhibit D, Article XII of this Agreement, the Contractor will implement a transition plan submitted by CDA to A12AA following the Notice of Termination.

**Exhibit F**

# Non-Expendable Equipment/Vehicle Inventory

## Mariposa County Health & Human Services Agency
## Adult & Aging Services - Mariposa County

The inventory for Mariposa County Health & Human Services Agency, Adult & Aging Services is reviewed by Fiscal.

# AREA 12 AGENCY ON AGING
## CONTRACT PERFORMANCE REPORT

SERVICE PROVIDER: MC Health & Human Services

FY: **2023-2024** For the Quarter Ending: June 2023 Standard %: **%**

If cumulative year-to-date performance falls (below) or above 5% of the year-to-date *Standard Percentage at the end of any quarter, this form must be submitted to A12AA with the fiscal monthly expenditure report for the final month of the quarter. **Standard Percentage equals number of months in quarter (3, 6, 9 or 12) divided by 12*

- *Only insert titles of programs that are out of compliance*
- *Document "Contracted Units" and "Actual Units" cumulatively (YTD)*
- *To determine percentage, divide YTD Actual Units by YTD Contracted Units.*

| ***Insert Program Title :*** *EXAMPLE* | ***C-1 Cong*** | ***C-2 Hm Delivered*** | ***3-B*** | | | |
|---|---|---|---|---|---|---|
| Contracted UOS/Meals | 12,000 | | | | | |
| Quarterly YTD Actual UOS/Meals | 8,000 | | | | | |
| *Percentage-Actual vs. Contracted* | 66.66% | | | | | |
| ***Performance Over or (Under) Standard*** | **(8.34)%** | | | | | |

| ***Insert Program Title :*** | ***C-1 Cong*** | ***C-2 Hm Delivered*** | ***3-B*** | | | |
|---|---|---|---|---|---|---|
| Contracted UOS/Meals | | 8400 | | | | |
| Quarterly YTD Actual UOS/Meals | | 5813 | | | | |
| *Percentage-Actual vs. Contracted* | | 30.8% | | | | |
| ***Performance Percentage Over or (Under) Standard*** | | under | | | | |

# Quarterly Performance Report

SERVICE PROVIDER: MC Health & Human Services

FY: 2023-2024 For the Quarter Ending: June 2023

**Program Name:** TITLE III - 2C

Explain reasons for under or over performance standard:
we were anticipating expanding Service to Desert area in the County with new Vechiles

Describe plan and timeline for corrective action to be taken:
We are expecting 2 New Hot/Cold Vechiles by beginning 2024

**Program Name:** _____

Explain reasons for under or over performance standard:

Describe plan and timeline for corrective action to be taken:

**Program Name:** _____

Explain reasons for under or over performance standard:

Describe plan and timeline for corrective action to be taken:

_____ Authorized Signature 6.29.23 Date

# AREA 12 AGENCY ON AGING
# MONITORING PERFORMANCE STANDARDS

A. PURPOSES

1. To identify the service level that constitutes an acceptable performance

2. To determine at what point a service provider is under performing and requires corrective action or adjustments in scope of services (SOS) and/or contract amount.

3. To determine at what point a service provider's performance is out of compliance with terms of the contract.

B. STANDARDS

1. Performance goal is 100% of contracted SOS

2. A **performance level of less than 5% or more than 5% as compared to the Standard Percentage at any point in time,** will mean service provider is under\over performing and SOS and/or contract amount may be revised.

3. A performance level of less than 85% will mean service provider has not met terms of the contract. SOS and/or contract amount will be revised, or termination procedures will be implemented.

4. Performance level achieved by service provider will be one of the factors to be considered in the evaluation of application for future funding.

C. GENERAL GUIDELINES

1. Service provider is responsible for meeting all terms of the contract including provisions of the SOS.

2. Service provider is to maintain a cumulative performance level of 95% or more of units of service in SOS in order to be considered for continued funding at the full allocation.

3. Performance levels for Title III programs are calculated by comparing actual units to an annual SOS. The normal calculation is as follows:

| Actual Units of Service | Number of Days Y-T-D |
|---|---|
| Scope of Service Units | 365 Days |

4. If cumulative year-to-date performance level at the end of a quarter falls (below) or over above 5% of the year-to-date contracted units of service, service provider shall submit a Contract Performance Report (A12AA Form Performance Standards-Exhibit G). The report is due to the Fiscal Officer by the 15th of the month following the final month of the quarter. Corrective action must be implemented within thirty (30) days of the beginning of the new quarter.

5. The Area 12 Staff, including the Executive Director, Assistant Director, Fiscal Officer and Planner shall meet periodically to review service provider performance levels. In the case of underperforming programs, the entities may recommend that actions be taken. The recommendations may be forwarded to the A12AA Advisory Council and A12AA Governing Board for their consideration/adoption. The recommendations may include:

   A. Service provider must perform at a level of 95% or higher for the second/third quarter of their contact amount and/or SOS may/shall be reduced by the difference between 95% and their cumulative performance.

   B. Service provider must perform at a least 95% or higher for the (first/second/third) quarter or their contract amount and/or SOS may/shall be reduced by the difference between 95% and their quarterly performance.

   C. Service provider's cumulative performance must be 95% or higher by the end of the (second/third) quarter or their contract and/or SOS may/shall be reduced by the difference between 95% and their cumulative performance.

   D. A condition may be placed on this year's contract: The program must achieve 95% of its SOS level for the last (quarter/half) of the contract year, or next year's funding award and/or SOS will be reduced.

   E. A12AA staff to revise service provider's budget and/or SOS.

Instructions for Attached Form: Performance Standards – Exhibit G (pages #1 & 2)

1. Service provider can use quarterly calculations from the monthly financial report to fill in page #1. Only show programs that our out of compliance.

2. Page #2 must be filled out and turned in with the monthly financial reports, if quarterly YTD performance is out of compliance with terms of the contract.

3. If more pages needed, copy and paste page #2 only.

Revised 6-1-23

**Exhibit H**

# CONTRACT RENEWAL PROPOSAL

**Mariposa County Health & Human Services Agency**
**Adult & Aging - Mariposa County**

The following document is the Contract Renewal Proposal submitted by Mariposa County HHS, Adult & Aging Services for Mariposa County.

# GRIEVANCE PROCEDURES TO BE IMPLEMENTED BY SERVICE PROVIDERS

1.) All service providers shall develop written policies and procedures whereby any consumer of services may appeal and have resolved grievances relating, but not limited to:

   a.) Amount or duration of a service;
   b.) Denial or discontinuance of a service;
   c.) Dissatisfaction with the service or service provider;
   d.) Failure to comply with the regulations set forth by the California Department of Aging (CDA) or in the contract agreement with Area 12 Agency on Aging.

2.) The grievance procedure shall include all of the following:

   a.) Time frames within which a complaint will be acted upon;
   b.) Written notification to complainant of the results of the review, including a statement that the complainant may appeal to the Area 12 Agency on Aging if dissatisfied with the results of the review;
   c.) Confidentiality provisions to protect the complainant's right to privacy. Only information related to the complaint may be released without the individual's consent.

3.) All service providers are required to notify all consumers of the grievance process available to them by:

   a.) Posting notification of the process in visible and accessible areas. If a substantial number of consumers are non-English speaking, the notification shall also be posted in the primary language of this group of consumers;
   b.) Advising homebound consumers of the process either orally or in writing.

4.) The appropriate level of complaint resolution shall be determined as follows:

   a.) The service provider shall be the first administrative level for the resolution of complaints from consumers of services;
   b.) If a complainant is dissatisfied with the results of a service provider's grievance process, the complainant may submit, in writing, their complaint to the executive director of the Area 12 Agency on Aging. If complainant cannot submit a written complaint, the Area 12 Agency on Aging shall:
      1) Verbally accept the complaint
      2) Prepare a written complaint
      3) Have the complainant sign the written complaint
   c.) Any complaints received directly by the CDA shall be forwarded to the appropriate Area Agency on Aging for referral to the service provider.

# AREA 12 AGENCY ON AGING

## COMPLAINT RESOLUTION FOR SERVICE PROVIDERS

If you are a service sub-provider or applicant service sub-provider and are dissatisfied with an action taken by the Provider, you are entitled to submit a written grievance statement. Issues that are subject to the complaint resolution process include, but are not limited to the following:

1.) A reduction in the level of funding to an existing service sub-provider during a contract or subgrant period. However, a reduction directly attributable to a reduction in the funding to the Provider by the Area 12 Agency on Aging (A12AA) or the State or federal government shall not be considered an adverse determination.

2.) A cancellation or termination of an existing service sub-provider's contract or subgrant prior to the contractor or subgrant's expiration date.

3.) The denial of an application to provide services from an applicant service provider when any of the following exist:

   a.) The presence of a conflict of interest, real or apparent;
   b.) The occurrence of a procedural error or omission;
   c.) The lack of substantial evidence to support an A12AA's action.

All complaints shall be:

1.) Made in writing and addressed to the Executive Director of the A12AA;

2.) Submitted within 30 days of incident of dispute;

3.) Responded to within 30 days of receipt of the complaint, in the form of a written statement which shall include:

   a.) The reasons for the A12AA's decision on the issues contained in the complaint.
   b.) The complainant's right, if any, to request a State hearing and the time frames within which such a request must be made.

# GRIEVANCE PROCEDURES - PROVIDERS FOR EMPLOYEES & VOLUNTEERS

1.) All service providers shall develop written policies and procedures whereby any employee or volunteer may appeal and have resolved grievances relating, but not limited to:

   a.) Unsafe practices;
   b.) Not following guidelines or training;
   c.) Dissatisfaction with the employer;
   d.) Failure to comply with the regulations set forth by the California Department of Aging (CDA) or in the contract agreement with Area 12 Agency on Aging (A12AA).

2.) The grievance procedure shall include all of the following:

   a.) Time frames within which a complaint will be acted upon;
   b.) Written notification to complainant of the results of the review, including a statement that the complainant may appeal to the A12AA if dissatisfied with the results of the review;
   c.) Confidentiality provisions to protect the complainant's right to privacy. Only information related to the complaint may be released without the individual's consent.

3.) All providers are required to notify all employees and volunteers of the grievance process available to them by:

   a.) Posting notification of the process in visible and accessible areas. If a substantial number of consumers are non-English speaking, the notification shall also be posted in the primary language of this group;
   b.) Advising employees and volunteers of the process either orally or in writing.

# MARIPOSA COUNTY

Board of Supervisors

**RESOLUTION - ACTION REQUESTED 2023-294**

MEETING: June 6, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve the Contract Renewal Proposal with Area 12 Agency on Aging for Services in Second Year (Fiscal Year 2023-2024) of Awarded Four-Year Area 12 Agency Grant (July 2022 through June 2026); and Authorize the Board of Supervisors Chair to Sign the Proposal

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## RECOMMENDATION AND JUSTIFICATION

Approve the Contract Renewal Proposal with Area 12 Agency on Aging for Services in Second Year (Fiscal Year 2023-2024) of Awarded Four-Year Area 12 Agency Grant (July 2022 through June 2026); and Authorize the Board of Supervisors Chair to Sign the Proposal for the Following Programs:

- Title IIIB-Transportation;
- Title IIIC-1 Congregate Nutrition Program; and
- Title IIIC-2 Home Delivered Nutrition Program

Attached is the Contract Renewal Proposal with Area 12 Agency on Aging (A12AA) with Attachments A through G, along with the proposed A12AA Budgets for Fiscal Year 2023-24.

During this next fiscal year, Health & Human Services Agency, Adult & Aging Services branch will implement the expansion of the senior nutrition programming by capitalizing on previous funding received through grants from Area 12 Agency on Aging and USDA. HHSA plans to implement new meal delivery strategies and routes, reaching the desert areas of North County, Midpines, Catheys Valley and the Ponderosa Basin.

## BACKGROUND AND HISTORY OF BOARD ACTIONS

HHSA, in collaboration with Area 12 Agency on Aging, has been providing the above stated programs to seniors in Mariposa County for over thirty (30) years.

On March 9, 2010, the Board adopted Resolution 2010-110 approving proposals for RFP 2010-2014.

On March 11, 2014, the Board adopted Resolution 2014-96 approving the proposals for RFP 2014-2018.

On March 13, 2018, the Board adopted Resolution 2018-100 approving proposals for RFP 2018 - 2022.

On March 15, 2022, the Board adopted Resolution 2022-169 approving proposals for RFP 2022-2026.

## ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

A negative action would sever an additional funding source to the agency which would create a gap or even suspension of many senior services currently provided.

## FINANCIAL IMPACT

None

## ATTACHMENTS

1. **A12AA Contract Renewal Proposal FY 2023-24**

## VOTE RESULT

| | |
|---|---|
| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District I Supervisor Rosemarie Smallcombe |
| **SECONDER:** | District V Supervisor Wayne Forsythe |
| **AYES:** | District IV Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District V Supervisor Forsythe, District II Supervisor Poe |

**Area 12 Agency on Aging**
**Fiscal Year 2023-2024**
**Contract Renewal Proposal**
**Mariposa County Health & Human Services Agency**

I. Proposal Summary

Enclosed is Mariposa County Health & Human Services Agency (HHSA), Adult & Aging Services branch, renewal proposals for the Title IIIB Transportation services, Title IIIC-1 Congregate Nutrition services, and Title IIIC-2 Home Delivered Nutrition services for the second year of the awarded four-year Area 12 Agency on Aging grant, July 2022 through June 2026. The projected programming budget included in this proposal is for the 2023-2024 fiscal year.

Mariposa County continues to see an increase in the need for all services to our senior population, as 38% of our county's total population are seniors aged 60 years of age and older. The need for senior transportation services, both locally and to medical appointments in our surrounding counties, has more than doubled over the past few years. Continued III-B Transportation funding does help to reduce some of the service expense, but historically does meet the entire need. The Transportation program is projecting to provide 4,950 UOS to an estimated number of one hundred and seventy-five (175) seniors in unduplicated services in the 2023-2024 fiscal year, with one-way transport stops being counted as one single unit of service. The County is projecting to provide 8,300 Units of Service (UOS) for our C-1 Congregate Nutrition program, and 4,478 units for our C-2 Home Delivered Nutrition services to an estimated combined number of five and fifty (550) seniors in unduplicated services during the 2023-2024 fiscal year, with one daily meal being counted as one single unit of service.

Mariposa County HHSA has been able to address the need for programming growth and expansions within our senior services and nutrition programs through funding for infrastructure from Area 12 Agency on Aging (Senior Nutrition) and the USDA for Rual County Health (Senior Services). The expansion of our programs gives HHSA, Adult & Aging branch, the ability to provide C-2 hot & frozen meal delivery to identified desert areas, with each meal delivered based upon the approved monthly menu components by the A12AA's contracted registered dietitian.

In continued partnership with Area 12 Agency on Aging, the Health & Human Services Agency, Adult & Aging Services branch, conforms to and promotes the Older Americans Act providing services to persons 60 years of age and over. Mariposa County Health & Human Services Agency looks forward to the continuing partnership with Area 12 Agency on Aging in meeting our mission of providing services that promote independent living as safely as possible, regardless of the individual's economic status.

II. Proposal Summary – Upcoming Fiscal Year

During this next fiscal year, 2023 – 2024, Mariposa County Health & Human Services Agency, Adult & Aging branch will implement the expansion of the Home Delivered Meals programming by capitalizing on the funding received through grants from Area !2 Agency on Aging and USDA. HHSA plans to implement new meal delivery strategies and routes, reaching the desert areas of North County, Midpines, Catheys Valley and the Ponderosa Basin.

With this expansion of services, HHSA will be increasing personnel staffing by changing two permanent part time (PPT) kitchen positions into full-time positions, and adding an additional 80% PPT staff member, and the continued ability to hire extra-help as needed for service growth. Mariposa County Transit services continue making weekly routes to include Merced, Sonora, and Oakhurst areas for senior shopping and medical appointments.

III. Administration of the Applicant Agency
No changes from the original submitted and approved Response to Request for Proposal and awarded four-year Area 12 Agency on Aging grant, July 2022 through June 2026.

IV. Governing Board
See Attachment C

V. Personnel Capability and Pattern
Mariposa County employs qualified personnel through a rigorous recruitment process by the County's Human Resources department. Job classifications and criteria of basic functions and responsibilities (see Attachment D) are on file for employees employed within the Department of HHSA; all kitchen staff hold food safety certifications.

- Program Manager
- Program Specialist I
- Program Assistant II
- Senior Nutrition Cook/Site Supervisor
- Kitchen Assistant
- Extra Help Kitchen Assistant
- Transportation Program Specialist
- Transit System Bus Driver
- Driver

See the attached Mariposa County' Organizational Chart, detailing the Adult & Aging Branch and the programs it maintains.

Volunteers are an asset to many programs within Mariposa County. The Nutrition programs benefit greatly with their presences. All volunteers are required to sign the County's Waiver regarding Workers' Compensation Insurance form, pursuant to California Labor Code 3352(1) and receive a copy of the volunteer's job description. Within the HHSA's Nutrition Programs, a volunteer application is also completed, with an orientation and on-going training provided by the Program Manager and/or Program Specialist.

VI. Consumer Input

Consumer satisfaction is an important and valuable quotient in maintaining senior service programming. Therefore, program surveys are distributed to congregate, home delivered meal, and transportation program participants periodically to evaluate overall services, consumer needs, and their overall satisfaction. Within the C-1 Congregate Nutrition Program, surveys are readily available at the nutrition desk for congregate participants to evaluate overall services, consumer needs, and satisfaction. Survey results are shared with participants upon request. The C-2 Home Delivered Nutrition program surveys are distributed through the home delivered volunteers on an annual basis and returned via the enclosed envelope to the volunteer. (See attached comment card)

The County's public transportation service also is required by the Department of Transportation & the Federal Transportation Administration to provide an annual open public forum of the Local Transportation Commission of public hearings, which evaluates the effectiveness of Mariposa County Transit's services and identifies any additional transportation needs within the County. Surveys are conducted by the department and an independent contractor as per FTA requirements and are reported in the various transportation plans for Mariposa County (i.e. Short Range Transit Plan, Regional Transportation Plan, Mariposa County Coordinated Public Transit—Human Services Transportation Plan, & Regional Transportation Improvement Plan).

VII. Explain any Changes to Program

This next fiscal year, HHSA will be expanding our senior nutrition services, specifically the C-2 Home Delivered meals, by increasing staff hours, adding additional personnel positions within the Kitchen staffing, and initiating delivery strategies and delivery routes to reach more isolated, homebound seniors in Mariposa County. This is due to the receipt of grant infrastructure funding to purchase new energy efficient kitchen equipment and delivery vehicles to the homebound seniors in desert regions of Mariposa County.

VIII. Short – Long Range Plans for HHSA

In the event where Area 12 Agency on Aging funding allocations have been depleted before the end of the fiscal year, Mariposa County Health & Human Services Agency will continue to provide all services utilizing other agency funds without interruptions to services as needed. HHSA's senior nutrition programs do not incorporate a priority ranking system or waitlists for services; it has been the policy and history of Mariposa County to continue to provide services, regardless of reaching allocation of funding by Area 12 Agency on Aging, to ensure services will continue to be provided to all seniors in need.

# Area 12 Agency on Aging - Preliminary Budget for Area Plan Contract
# FY 23-24 beginning July 01, 2023 and ending June 30, 2024

## Cover & Signature Page

**PROVIDER: Mariposa County Community Services** DATE: ##/##/## => 04/17/23

I hereby certify to the best of my knowledge and belief that this proposed budget constitutes the intended revenue and spending plans for each program operated by us with Area 12 Agency on Aging Standard Agreement funds.

| AUTHORIZED FOR PROVIDER BY MY SIGNATURE: | PRINTED NAME | TITLE |
|---|---|---|
| > Lydia Arre - Manager | Diana Ziegenfuss | Program Specialist |

[pass through funding from the California Department of Aging: 1) US DHHS Older Americans Act Title III B funds CFDA 93.044, Title III C funds CFDA 93.045, and 2) related California Department of Aging funds.

| FOR A12AA USE ONLY | | |
|---|---|---|
| SIGNATURE, A12AA Executive Director | Kristin Millhoff<br>Executive Director | DATE |
| SIGNATURE, A12AA Assistant Executive Director | Tracey Sawyer<br>Assistant Director | DATE |
| SIGNATURE, A12AA Planner | Doreen Schmidt<br>Planner | DATE |
| SIGNATURE, A12AA FISCAL OFFICER<br>> | James M Maltese<br>Fiscal Officer | DATE |

Tab: 1 Signature Page

Area 12 Agency on Aging - Preliminary Budget for Area Plan Contract

FY 23-24 beginning July 01, 2023 and ending June 30, 2024

Provider: Mariposa County Community Services  Mariposa County HHSA

## Summary of Costs

| COST CATEGORIES / LINE ITEMS | | Mariposa III B Transportation | Mariposa III C-1 Congregate | Mariposa III C-2 HDM | 04/17/23 TOTAL COSTS |
|---|---|---|---|---|---|
| Personnel Costs, Cash (from Tab 4 Personnel Costs, Cash) | | 182,340 | 180,497 | 99,456 | 462,293 |
| Personnel Costs, In-Kind (from Tab 5 Personnel Costs, In-Kind) | | - | 26,725 | 7,300 | 34,025 |
| Staff Travel (from Tab 6 Cost Details) | | 81 | 98 | 67 | 246 |
| Staff Training (from Tab 6 Cost Details) | | 285 | 530 | 276 | 1,091 |
| Property / Equipment (from Tab 6 Cost Details) | | - | - | - | - |
| Vendor / Consultant Agreements (from Tab 6 Cost Details) | | - | - | - | - |
| Food Costs - Cash | | | 66,550 | 45,659 | 112,209 |
| Food Costs - In-Kind | | | 275 | 140 | 415 |
| Allocated Costs, Direct (Send a list of costs and how each is allocated) | | | | | - |
| OTHER COSTS | | | | | |
| Advertising and Outreach | | | | | - |
| Building Rent - Cash (from Tab 6 Cost Details) | | 1,569 | 16,146 | 5,533 | 23,248 |
| Building Rent - In-Kind (from Tab 6 Cost Details) | | - | - | - | - |
| Equipment Rental | | | | | - |
| Food Service Supplies (from Tab 6 Cost Details) | | | 8,750 | 4,750 | 13,500 |
| Insurance | | 3,207 | 1,132 | 292 | 4,631 |
| Memberships and Subscriptions | | | 135 | 135 | 270 |
| Office Expenses e.g. Paper, Postage, Software | | 4,250 | 3,250 | 1,950 | 9,450 |
| Supplies , Other than Office | | 7,189 | 6,641 | 500 | 14,330 |
| Repairs and Maintenance | | 2,200 | 1,800 | 950 | 4,950 |
| Taxes & Licenses | | | | | - |
| Utilities e.g. Internet, Power, Telephone | | 7,100 | 8,018 | 3,192 | 18,310 |
| Vehicle Costs | | 25,265 | 800 | 2,500 | 28,565 |
| Volunteer Costs | | | | | - |
| Other- Describe | Area 12 Agency on Aging Access Fee (Wellsky) | 440 | 440 | 440 | 1,320 |
| Other- Describe | Cleaning / Janitorial Supplies | - | 7,000 | 3,750 | 10,750 |
| Other- Describe | CHP/DOT Pull-Prog. Drug & Alcohol Testing (Transp.) | 1,800 | | | 1,800 |
| Other- Describe | | | | | - |
| Other- Describe | | | | | - |
| Other- Describe | | | | | - |
| TOTAL OTHER COSTS | | 53,020 | 54,112 | 23,992 | 131,124 |
| INDIRECT COSTS, Cash | | | | | - |
| INDIRECT COSTS, In-Kind | | | | | - |
| Costs, Cash | | 235,726 | 301,787 | 169,450 | 706,963 |
| Costs, In-Kind | | - | 27,000 | 7,440 | 34,440 |
| TOTAL COSTS** | | 235,726 | 328,787 | 176,890 | 741,403 |
| Memo: Total Funding | | 235,726 | 328,787 | 176,890 | 741,403 |
| Memo: Difference = Total Costs less Total Funding | | - | - | - | - |

**Total Costs must equal Total Funding

Area 12 Agency on Aging - Preliminary Budget for Area Plan Contract

FY 23-24 beginning July 01, 2023 and ending June 30, 2024

## Provider: Mariposa County Community Services

## Summary of Funding

| FUNDING SOURCES / LINE ITEMS | Mariposa III B Transportation | Mariposa III C-1 Congregate | Mariposa III C-2 HDM | 04/17/23 TOTAL FUNDING |
|---|---|---|---|---|
| Budgeted Number of Units (Trips or Meals) | 2,622 | 8,000 | 4,478 | |
| Reimbursement Rate per unit in $$ | $ 25.00 | $ 8.50 | $ 8.00 | |
| Area 12 Baseline Funds | 65,550 | 68,000 | 35,824 | 169,374 |
| Area 12 funded Equipment | - | - | - | - |
| Area 12 NSIP Funds | | 3,382 | 4,664 | 8,046 |
| Total Area 12 Funding | 65,550 | 71,382 | 40,488 | 177,420 |
| Grant Related Income | | | | |
| Donations from Program Participants | 4,000 | 22,500 | 10,950 | 37,450 |
| Non-Senior service fees | | 2,500 | | 2,500 |
| Other - explain in narrative | | | | - |
| Total Grant Related Income | 4,000 | 25,000 | 10,950 | 39,950 |
| Grant Related Income Carryover | | | | - |
| Match Cash | | | | |
| Donations from NON-Participants | | | | - |
| Fundraising Events | | | | - |
| County Funds | 166,176 | 205,405 | 118,012 | 489,593 |
| Other - explain in narrative | | | | - |
| Total Match Cash | 166,176 | 205,405 | 118,012 | 489,593 |
| Match In-Kind | | | | |
| Donated Food | | 275 | 140 | 415 |
| County Donated Space (attach valuation) | | | | - |
| Other Donated Space (attach valuation) | | | | - |
| Volunteer Personnel | - | 26,725 | 7,300 | 34,025 |
| Other - explain in narrative | | | | - |
| Total Match In-Kind | - | 27,000 | 7,440 | 34,440 |
| Total Match, Cash & In-Kind | 166,176 | 232,405 | 125,452 | 524,033 |
| Non-Match Cash | | | | |
| Interest Income | | | | - |
| Proceeds from Sale of Property/Equipment | | | | - |
| Other - explain in narrative | | | | - |
| Total Non-Match Cash | - | - | - | - |
| Non-Match In-Kind: | | | | |
| Explain in Narrative | | | | - |
| Total Non-Match In-Kind | - | - | - | - |
| Total Funding, Cash | 235,726 | 301,787 | 169,450 | 706,963 |
| Total Funding, In-Kind | - | 27,000 | 7,440 | 34,440 |
| Total Funding** | 235,726 | 328,787 | 176,890 | 741,403 |
| Memo: Total Costs | 235,726 | 328,787 | 176,890 | 741,403 |
| Memo: Difference = Total Funding less Total Costs | - | - | - | - |

**Total Funding must equal Total Costs

Area 12 Agency on Aging - Preliminary Budget for Area Plan Contract

FY 23-24 beginning July 01, 2023 and ending June 30, 2024

## Provider: Mariposa County Community Services

## Personnel Costs, Cash

04/17/23

| Position Classification | Annual Wage Rate | Mariposa FTE % | Mariposa III B Transportation | Mariposa FTE % | Mariposa III C-1 Congregate | Mariposa FTE % | Mariposa III C-2 HDM | Mariposa Total FTE% | Mariposa TOTAL $$ | |
|---|---|---|---|---|---|---|---|---|---|---|
| Program Manager | 76,210 | | 0 | 22.685% | 17,288 | 22.685% | 17,288 | 45.370% | 34,576 | |
| Program Specialist I/II | 59,727 | | 0 | 56.988% | 34,037 | 26.914% | 16,075 | 83.902% | 50,112 | |
| Program Assistant I | 50,675 | | 0 | 56.555% | 28,659 | 26.711% | 13,536 | 83.266% | 42,195 | |
| Sr. Nutrition Cook / Supervisor (80%) | 31,629 | | 0 | 61.772% | 19,538 | 29.176% | 9,228 | 90.948% | 28,766 | |
| Kitchen Assistant (70%) | 31,629 | 0.000% | 0 | 53.204% | 16,828 | 25.129% | 7,948 | 78.333% | 24,776 | |
| Extra-Hire Kitchen Assistant (860 hrs.) | 32,527 | 0.000% | 0 | 25.142% | 8,178 | 11.873% | 3,862 | 37.015% | 12,040 | |
| Transit Driver | 44,256 | 75.000% | 33,192 | 0.000% | 0 | 0.000% | 0 | 75.000% | 33,192 | |
| Transit Driver | 29,273 | 75.001% | 21,955 | 0.000% | 0 | 0.000% | 0 | 75.001% | 21,955 | |
| Relief Transit Driver / Extra Hire | 19,111 | 100.000% | 19,111 | 0.000% | 0 | 0.000% | 0 | 100.000% | 19,111 | |
| PT Medical/Transit Driver (860 Hrs.) | 12,040 | 100.000% | 12,040 | 0.000% | 0 | 0.000% | 0 | 100.000% | 12,040 | |
| PT Medical/Transit Driver (860 Hrs.) | 16,282 | 100.000% | 16,282 | 0.000% | 0 | 0.000% | 0 | 100.000% | 16,282 | |
| Program Assistant / Transportation Srvs. (860 Hrs.) | 16,864 | 100.000% | 16,864 | 0.000% | 0 | 0.000% | 0 | 100.000% | 16,864 | |
| Extra-Hire Kitchen Assistant (860 hrs.) (New Position) | 32,527 | 0.000% | 0 | 0.000% | 0 | 0.000% | 0 | 0.000% | | |
| | | 0.000% | 0 | 0.000% | 0 | 0.000% | 0 | 0.000% | | |
| | | 0.000% | 0 | 0.000% | 0 | 0.000% | 0 | 0.000% | | |
| | | 0.000% | 0 | 0.000% | 0 | 0.000% | 0 | 0.000% | | |
| | | 0.000% | 0 | 0.000% | 0 | 0.000% | 0 | 0.000% | | |
| | | 0.000% | 0 | 0.000% | 0 | 0.000% | 0 | 0.000% | | |
| | | 0.000% | 0 | 0.000% | 0 | 0.000% | 0 | 0.000% | | |
| | | 0.000% | 0 | 0.000% | 0 | 0.000% | 0 | 0.000% | | |
| **Total Salaries** | | | 119,444 | | 124,528 | | 67,937 | | 311,909 | 311,909 |
| FICA | 6.25% | | 7,465 | | 7,783 | | 4,246 | | 19,494 | |
| Medicare | 1.45% | | 1,732 | | 1,806 | | 985 | | 4,523 | |
| FUI | 0.00% | | 0 | | 0 | | 0 | | | |
| SUI - State Unemployment Insurance | 2.38% | | 934 | | 405 | | 294 | | 1,633 | |
| ETT | 0.00% | | 0 | | 0 | | 0 | | | |
| **Total Payroll Taxes** | | | 10,131 | | 9,994 | | 5,525 | | 25,650 | 25,650 |
| Insurance - Health/Dental/Vision/Cafeteria Plan | | | 21,792 | | 22,063 | | 14,871 | | 58,726 | |
| Insurance - Life | | | 65 | | 53 | | 33 | | 151 | |
| Retirement | | | 0 | | 0 | | 0 | | | |
| Workers' Compensation | | | 0 | | 0 | | 0 | | | |
| Other -Group Health for Retirees | | | 13,344 | | 1,137 | | 1,549 | | 16,030 | |
| Other -Retirement-Employer/Employee Unfunded Liability | | | 17,564 | | 22,722 | | 9,541 | | 49,827 | |
| Other - | | | 0 | | 0 | | 0 | | | |

| | A | B | C | D | E | F | G | H | I | J | K |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 45 | Total Employee Benefits | | | 52,765 | | 45,975 | | 25,994 | | 124,734 | 124,734 |
| 46 | TOTAL PERSONNEL COSTS | | | 182,340 | | 180,497 | | 99,456 | | 462,293 | 462,293 |

Area 12 Agency on Aging - Preliminary Budget for Area Plan Contract

FY 23-24 beginning July 01, 2023 and ending June 30, 2024

## Provider: Mariposa County Community Services

## Personnel Costs, In-Kind

04/17/23

| Position Classification* | Annual Wage Rate** | Mariposa FTE % | Mariposa III B Transportation | Mariposa FTE % | Mariposa III C-1 Congregate | Mariposa FTE % | Mariposa III C-2 HDM | Mariposa Total FTE% | Mariposa TOTAL $$ | |
|---|---|---|---|---|---|---|---|---|---|---|
| Monday Desk Receptionist/Host | 30,965 | | 0 | 4.844% | 1,500 | | 0 | 4.844% | 1,500 | |
| Tueday Desk Receptionist/Host | 30,965 | | 0 | 8.074% | 2,500 | | 0 | 8.074% | 2,500 | |
| Wednesday Desk Receptionist/Host | 30,965 | | 0 | 4.844% | 1,500 | | 0 | 4.844% | 1,500 | |
| Thursday Desk Receptionist/Host | 30,965 | | 0 | 9.446% | 2,925 | | 0 | 9.446% | 2,925 | |
| Friday Desk Receptionist/Host | 30,965 | | 0 | 4.844% | 1,500 | | 0 | 4.844% | 1,500 | |
| Server/Kitchen Help | 30,965 | | 0 | 8.881% | 2,750 | | 0 | 8.881% | 2,750 | |
| Server/Kitchen Help | 30,965 | | 0 | 8.881% | 2,750 | | 0 | 8.881% | 2,750 | |
| Server/Kitchen Help | 30,965 | | 0 | 9.042% | 2,800 | | 0 | 9.042% | 2,800 | |
| Server/Kitchen Help | 30,965 | | 0 | 9.042% | 2,800 | | 0 | 9.042% | 2,800 | |
| Server/Kitchen Help | 30,965 | | 0 | 9.204% | 2,850 | | 0 | 9.204% | 2,850 | |
| Server/Kitchen Help | 30,965 | | 0 | 9.204% | 2,850 | | 0 | 9.204% | 2,850 | |
| Home Delivered Volunteer | 30,965 | | 0 | | 0 | 5.086% | 1,575 | 5.086% | 1,575 | |
| Home Delivered Volunteer | 30,965 | | 0 | | 0 | 5.086% | 1,575 | 5.086% | 1,575 | |
| Home Delivered Volunteer | 30,965 | | 0 | | 0 | 4.521% | 1,400 | 4.521% | 1,400 | |
| Home Delivered Volunteer | 30,965 | | 0 | | 0 | 1.776% | 550 | 1.776% | 550 | |
| Home Delivered Volunteer | 30,965 | | 0 | | 0 | 1.776% | 550 | 1.776% | 550 | |
| Home Delivered Volunteer | 30,965 | | 0 | | 0 | 1.776% | 550 | 1.776% | 550 | |
| Home Delivered Volunteer | 30,965 | | 0 | | 0 | 1.776% | 550 | 1.776% | 550 | |
| Home Delivered Volunteer | 30,965 | | 0 | | 0 | 1.615% | 500 | 1.615% | 500 | |
| Home Delivered Volunteer | 30,965 | | 0 | | 0 | 0.161% | 50 | 0.161% | 50 | |
| TOTAL IN-KIND PERSONNEL COSTS | | | 0 | | 26,725 | | 7,300 | | 34,025 | 34,025 |

*For each Position Classification, explain on the Narrative Explanation sheet the method for determining the Annual Wage Rate.

*The Annual Wage Rate and associated FTE is premised as if the volunteer works a 2,080 hour year.

| | A | B | C | D | E | F | G |
|---|---|---|---|---|---|---|---|
| 1 | Area 12 Agency on Aging - Preliminary Budget for Area Plan Contract | | | | | | |
| 2 | FY 23-24 beginning July 01, 2023 and ending June 30, 2024 | | | | | | |
| 3 | | | | | | | |
| 4 | Provider: Mariposa County Community Services | | | | | | |
| 5 | | | | | | | |
| 6 | Cost Details | | | | | | |
| 7 | | | | | | 04/17/23 | |
| 8 | COST CATEGORIES | III B | III C-1 | III C-2 | | TOTAL | |
| 9 | LINE ITEMS | Transportation | Congregate | HDM | | COSTS | |
| 10 | Staff Travel | | | | | | |
| 11 | Overnight travel costs | 0 | 0 | 0 | | | |
| 12 | Number of miles | 123 | 150 | 102 | | | |
| 13 | Private vehicle reimbursed costs in $$ per mile | 0.655 | 0.655 | 0.655 | | | maximu |
| 14 | Total Staff Travel | 81 | 98 | 67 | | 246 | 246 |
| 16 | Staff Training-Describe | | | | | | |
| 17 | First Aid / CPR / AED Recertification | 50 | 100 | 33 | | 183 | |
| 18 | Workshops/Inservices/ServSafe Cert. | 235 | 430 | 243 | | 908 | |
| 19 | | 0 | 0 | 0 | | 0 | |
| 20 | Total Staff Training | 285 | 530 | 276 | | 1,091 | 1,091 |
| 22 | Property / Equipment - Unit Cost $500 minimum | | | | | | |
| 23 | Equipment | 0 | 0 | 0 | | 0 | |
| 24 | | 0 | 0 | 0 | | 0 | |
| 25 | | 0 | 0 | 0 | | 0 | |
| 26 | Total Property / Equipment | 0 | 0 | 0 | | 0 | 0 |
| 28 | Vendor / Consultant Agreements | | | | | | |
| 29 | | 0 | 0 | 0 | | 0 | |
| 30 | | 0 | 0 | 0 | | 0 | |
| 31 | | 0 | 0 | 0 | | 0 | |
| 32 | Total Vendor / Consultants Agreements | 0 | 0 | 0 | | 0 | 0 |
| 34 | Building Rent-Cash (Attach Cost Allocation) | | | | | | |
| 35 | Rent Allocation | 1,569 | 16,146 | 5,533 | | 23,248 | |
| 36 | | 0 | 0 | 0 | | 0 | |
| 37 | | 0 | 0 | 0 | | 0 | |
| 38 | Total Building Rent - Cash | 1,569 | 16,146 | 5,533 | | 23,248 | 23,248 |
| 40 | Building Rent - In-kind (Attach Cost Allocation) | | | | | | |
| 41 | | 0 | 0 | 0 | | 0 | |
| 42 | | 0 | 0 | 0 | | 0 | |
| 43 | | 0 | 0 | 0 | | 0 | |
| 44 | Total Building Rent - In-Kind | 0 | 0 | 0 | | 0 | 0 |
| 46 | Food Service Supplies | | | | | | |
| 47 | Paper goods (wrap-foil/plastic, utensils, disposable | | 8,750 | 4,750 | | 13,500 | |
| 48 | drinking cups and condiment cups, utensils), etc. | | - | - | | 0 | |
| 49 | Total Food Service Supplies | | 8,750 | 4,750 | | 13,500 | |
| 51 | | | | | | | |
| 52 | If further explanations are needed use the Narrative Explantion sheet.. | | | | | | |

| | A | B |
|---|---|---|
| 1 | Area 12 Agency on Aging - Preliminary Budget for Area Plan Contract | |
| 2 | FY 23-24 beginning July 01, 2023 and ending June 30, 2024 | |
| 3 | | |
| 4 | **Provider: Mariposa County Community Services** | |
| 5 | | |
| 6 | **Narrative Explanations** | |
| 7 | | 04/17/23 |
| 8 | Sheet & Item | Narrative explanations |
| 9 | Summary of Costs/Insurance | Projected amount to be supplied by Mariposa County Auditor's Office during the beginning budget process for nutrition and transportation programs |
| 10 | Summary of Costs/Vehicle Cost | Projected amount includes vehicle maintenance costs proposed by Mariposa County Public Works--Fleet which maintains all County vehicles, County Fair Shuttel Srvs. (transit Only), major vehicle repairs (transit only), and fuel costs. |
| 11 | Summary of Costs/Supplies Other than Office | Small tools and equipment purchases for transit services only. |
| 12 | Summary of Costs/CHP-DOT Pull Program. Drug & Alcohol Testing | Federal and State required 49 CFR Part 40 Drug & Alcohol Testing for all transit system employees, drivers and dispatch, as they are considered safety sentisitive positions. |
| 13 | Personnel Costs--Cash | Payroll wages, taxes and deductions are compiled and keyed into the County's enterprise (budget) system by the Mariposa County Auditor's Office during the County's budget process then the system is "locked" into place at the close at the dead-line date. |
| 14 | Personnel Costs--In-Kind | The monetary value of In-Kind hours worked by all nutrition volunteers (Receptionist/Host, Server/Kitchen Help, and Home Delivered Meals) are equal to the hiring of an PT Office Assistant II, Grade 17, Step 1 ($14.887). |
| 15 | | |

CERTIFICATE NO. ISSUE DATE

| WC-2405 | **CERTIFICATE OF COVERAGE** | 03/23/2023 |
|---|---|---|

**PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT**

**C/O ALLIANT INSURANCE SERVICES, INC.**
**18100 VON KARMAN AVENUE, 10TH FLOOR**
**IRVINE, CA 92612**

PHONE (949) 756-0271 / FAX (619) 699-0901
LICENSE #0C36861

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITITUE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER

IMPORTANT: If the certificate holder is requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED BY: **A - See attached schedule of insurers**

**Member:**
MARIPOSA COUNTY
ATTN: RHONDA SCHERF
P.O. BOX 189
MARIPOSA, CA 95338-0189

COVERAGE AFFORDED BY: **B**

COVERAGE AFFORDED BY: **C**

COVERAGE AFFORDED BY: **D**

Coverages

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE AND POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS AND POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS AND POLICIES.

| CO LTR | TYPE OF COVERAGE | MEMORANDUM/ POLICY NUMBER | COVERAGE EFFECTIVE DATE | COVERAGE EXPIRATION DATE | LIABILITY LIMITS |
|---|---|---|---|---|---|
| A | EXCESS WORKERS' COMPENSATION & EMPLOYER'S LIABILITY | See attached Schedule of Insurers for policy numbers | 07/01/2022 | 07/01/2023 | WORKERS' COMPENSATION: Difference between Statutory and Member's $300,000 Retention<br><br>EMPLOYERS' LIABILITY:<br>Difference between $5,000,000 and Member's $300,000 Retention |

**LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED.**

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS EVIDENCE OF COVERAGE FOR AGREEMENTS BETWEEN MARIPOSA COUNTY AND AREA 12 AGENCY ON AGING: AGREEMENT NUMBER 2022-2023 MARIPOSA PROGRAM: CONGREGATE, CONGREGATE RESTAURANT, HOME DELIVERED MEALS, AND TRANSPORTATION.

AMENDED CERTIFICATE CANCELS AND REPLACES CERTIFICATE DATED 6/29/2022

Certificate Holder

AREA 12 AGENCY ON AGING
19074 STANDARD ROAD, SUITE A
SONORA, CA 95370

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGE/POLICIES BE CANCELLED BEFORE THE EXPIRATION THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE/POLICIES PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gina Dean

Public Risk Innovation, Solutions, and Management

# PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT
# EXCESS WORKERS' COMPENSATION PROGRAM
# 2022/2023 SCHEDULE OF INSURERS
# MARIPOSA COUNTY

| PROVIDER | MEMORANDUM / POLICY NUMBER | LIMIT |
|---|---|---|
| Public Risk Innovation, Solutions, and Management | PRISM 22 EWC-34 | Workers' Compensation:<br>$50,000,000 each accident/each employee for disease<br>(Difference between $50,000,000 and the individual member's retention)<br><br>Employers' Liability:<br>$5,000,000 each accident/each employee for disease<br><br>(Difference between $5,000,000 and the individual member's retention) |
| Liberty Insurance Corporation | EW7-64N-444785-012 | Statutory each accident/each employee for disease excess of $50,000,000 |

CERTIFICATE NO. ISSUE DATE

| GL1-9443 AI | **CERTIFICATE OF COVERAGE** | 11/02/2022 |
|---|---|---|

**Public Risk Innovation, Solutions, and Management**
**C/O ALLIANT INSURANCE SERVICES, INC.**
**18100 VON KARMAN AVENUE, 10TH FLOOR**
**IRVINE, CA 92612**

PHONE (949) 756-0271 / FAX (619) 699-0901
LICENSE #0C36861

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| COVERAGE AFFORDED | **A- Public Risk Innovation, Solutions, and Management** |
| COVERAGE AFFORDED | **B** |
| COVERAGE AFFORDED | **C** |
| COVERAGE AFFORDED | **D** |

**Member:**
MARIPOSA COUNTY
ATTN: RHONDA SCHERF
P.O. BOX 189
MARIPOSA, CA 95338-0189

Coverages

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| CO LTR | TYPE OF COVERAGE | MEMORANDUM NUMBER | COVERAGE EFFECTIVE DATE | COVERAGE EXPIRATION DATE | LIABILITY LIMITS |
|---|---|---|---|---|---|
| A | [X] Excess General Liability | PRISM 22 EL-34 | 07/01/2022 | 07/01/2023 | $1,000,000 |
| | [X] Auto Liability | | | | $1,000,000 |
| | | | | | Limits inclusive of the Member's Self-Insured Retention of $150,000 |

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS AGREEMENT BETWEEN MARIPOSA COUNTY HEALTH AND HUMAN SERVICES AND AREA 12 AGENCY ON AGING FOR NUTRITION INFRASTRUCTURE GRANT.

AREA 12 AGENCY ON AGING IS INCLUDED AS AN ADDITIONAL COVERED PARTY BUT ONLY INSOFAR AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.

Certificate Holder

AREA 12 AGENCY ON AGING
19074 STANDARD ROAD, STE A
SONORA, CA 95370

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WIL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gina Dean

Public Risk Innovation, Solutions, and Management

**ENDORSEMENT NO. U-1**

**PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT**
**GENERAL LIABILITY 1**

**ADDITIONAL COVERED PARTY AMENDATORY ENDORSEMENT**

It is agreed that the "**Covered Party**, Covered Persons or Entities" section of the Memorandum is amended to include the person or organization named on the Certificate of Coverage, but only with respect to liability arising out of premises owned by or rented to the Member, or operations performed by or on behalf of the Member or such person or organization so designated.

Coverage provided under this endorsement is limited to the lesser of the limits stated on the Certificate of Coverage or the minimum limits required by contract.

**ADDITIONAL COVERED PARTY:**

NAME OF PERSON OR ORGANIZATION SCHEDULED PER ATTACHED CERTIFICATE OF COVERAGE

**AS RESPECTS:**

PER ATTACHED CERTIFICATE OF COVERAGE

**It is further agreed that nothing herein shall act to increase PRISM's limit of liability.**

**This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.**

**Effective Date:** _____ **Memorandum No.: PRISM 22 EL-00**

**Issued to:** **ALL MEMBERS**

**Issue Date:** **June 29, 2022**

Gina Dean

Authorized Representative
Public Risk Innovation, Solutions, and Management

# MARIPOSA COUNTY

HHS/Community Services · (209) 966-2000

## RESOLUTION - ACTION REQUESTED 2022-409

MEETING: July 12, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approval of Agreement with Area 12 Agency on Aging FY 2022-23

---

**RECOMMENDATION AND JUSTIFICATION:**
Approve the Area 12 Agency on Aging (A12AA) Standard Agreement for Senior Meals and Transportation Programs for FY 2022-2023 in an amount not to exceed $276,336; Authorize the Board of Supervisors Chair to sign the agreement; and Designate the Health and Human Services Agency Director as the Designee to Complete and Sign Documents Per Exhibit E of the Agreement.

This agreement is the first year of an awarded grant from Area 12 Agency for fiscal years July 1, 2022 through June 30, 2026. Senior programs covered in this agreement include the following:

- ☐ Congregate Meals
- ☐ Home Delivery Meals
- ☐ Transportation

**BACKGROUND AND HISTORY OF BOARD ACTIONS:**

On June 9, 2020, the Board approved the initial Area 12 Agency on Aging (A12AA) Contract Extension Proposals for fiscal year 2020-21, Res. No. 2020-302. Included with this Board item are two (2) original standard agreements with support documents, Attachments A through D along with Exhibits A through H, between Area 12 Agency on Aging and Mariposa County Health & Human Services Agency, Adult & Aging Services, for the above stated programs for Fiscal Year 2020-2021. Board Chair and County Counsel signatures are required.

On July 7, 2020, the Board approved Standard Agreements for Senior Meals and Transportation Programs for FY 2020-2021 through Resolution No. 2020-375.

On June 15, 2021, the Board approved Proposed Agreements for Senior Meals and Transportation for FY 2021-2022 through Resolution No. 2021-349.

On August 3, 2021, the Board approved Standard Agreement for Senior Meals and Transportation for FY 2021-2022 through Resolution No. 2021-454.

On November 9, 2021, the Board approved First Amendment to Standard Agreement

for FY 2021-2022 through Resolution No. 2021-616.

On December 14, 2021, the Board approved Second Amendment to Standard Agreement for FY 2021-2022 through Resolution No. 2021-667.

On March 15, 2022, the Board approved the Proposal for Senior Meals and Transportation Programs through Resolution No. 2022-169.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**
Mariposa County Health & Human Services Agency, Adult & Aging branch, would not receive the funding from A12AA to offset the costs of the above listed senior programs if negative action were to be taken. Funding losses would include: Title III C-1 Congregate-- $106,972.00, Title III C-2 Home Delivered-- $71,864.00, and Title III-B Transportation-- $97,500.00.

**FINANCIAL IMPACT:**
**There is no impact to the General Fund.**

**ATTACHMENTS:**
**Standard Agmt 2023 - Wcsignature (PDF)**
**(1) Request for Proposals Packet for 2023 - Res. 2022-169 (PDF)**
**(2) Request for Proposals Packet for 2023 - Res. 2022-169 (PDF)**
**(3) Request for Proposals Packet for 2023 - Res. 2022-169 (PDF)**
**(4) Request for Proposals Packet for 2023 - Res. 2022-169 (PDF)**
**(5) Request for Proposals Packet for 2023 - Res. 2022-169 (PDF)**
**(6) Request for Proposals Packet for 2023 - Res. 2022-169 (PDF)**
**(7) Request for Proposals Packet for 2023 - Res. 2022-169 (PDF)**
**(8) Request for Proposals Packet for 2023 - Res. 2022-169 (PDF)**
**(9) Request for Proposals Packet for 2023 - Res. 2022-169 (PDF)**
**(9.10) Request for Proposals Packet for 2023 - Res. 2022-169 (PDF)**

**RESULT:** **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
**MOVER:** Marshall Long, District III Supervisor
**SECONDER:** Wayne Forsythe, District IV Supervisor
**AYES:** Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

# MARIPOSA COUNTY

HHS/Community Services · (209) 966-2000

## RESOLUTION - ACTION REQUESTED 2022-169

MEETING: March 15, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026

---

**RECOMMENDATION AND JUSTIFICATION:**

Approve the Program Proposals for Services in Response to Area 12 Agency on Aging's Request for Proposal for Funding Cycle Years July 1, 2022--June 30, 2026, for Senior Transportation and the Senior Nutrition Programs; Authorize the Board of Supervisors Chair to Sign the Proposals; and Designate the Health and Human Services Director as Service Provider and Designee.

The Health and Human Services Agency Director would be the service provider and designee for the following programs:

- Title IIIB-Transportation;
- Title IIIC-1 Congregate Nutrition Program; and
- Title IIIC-2 Home Delivered Nutrition Program

Per the attached RFP, two (2) sets of signed originals for the proposed programs are due by 5:00 PM, March 25, 2022, at Area 12 Agency on Aging's office in Sonora, California. All program proposals received from RFP Bidders will undergo technical review for eligibility by an appointed Review Board and then Area 12 Agency on Aging Staff Review for recommendations to their Advisory Council, then the governing board for final approval.

If awarded, the initial contact agreements under this RFP would be for Fiscal Year 2022-2023, with a potential reimbursement of $153,451.00, with subsequent fiscal years' eligible for renewal subject to funding availability and Mariposa County Health & Human Services Agency fulfillment of contractual responsibilities.

**BACKGROUND AND HISTORY OF BOARD ACTIONS:**

HHSA, in collaboration with Area 12 Agency on Aging, has been providing the above stated programs to seniors in Mariposa County for over thirty (30) years. Every four (4) years, Area 12 Agency on Aging (A12AA) publicly posts an open Request for Proposal for services within each of the five (5) counties they represent: Alpine, Amador, Calaveras, Mariposa, and Tuolumne.

On March 9, 2010, the Board adopted Resolution 2010-110 approving proposals for RFP 2010-2014.

On March 11, 2014, the Board adopted Resolution 2014-96 approving the proposals for RFP 2014-2018.

On March 13, 2018, the Board adopted Resolution 2018-100 approving proposals for RFP 2018 - 2022.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**
A negative action would sever an additional funding source to the agency which would create a gap or even suspension of many senior services currently provided..

**ATTACHMENTS:**
**A12AA RFP 2022-2026 (PDF)**
**Attachment A (PDF)**
**Attachment B (PDF)**
**Attachment C; C-1 Cong (PDF)**
**Attachment C; C-2 H.D. (PDF)**
**Attachment C; III-B Transp. (PDF)**
**Attachment D; Executive Summary (PDF)**
**Attachment E; Program Proposals (PDF)**
**Attachment F (PDF)**
**Attachment G (PDF)**
**Attachment H (PDF)**
**Attachment I (PDF)**
**Attachment J (PDF)**
**Attachment K (PDF)**
**Attachment L (PDF)**
**Attachment M (PDF)**
**Attachment N (PDF)**
**Attachment O (PDF)**
**Attachment P (PDF)**
**Attachment Q (PDF)**
**Attachment R (PDF)**
**Attachment S; MARIPOSA COUNTY GL1-12643 (PDF)**
**Attachment S; MARIPOSA COUNTY GL1-12644 (PDF)**
**Attachment S; MARIPOSA COUNTY WC-CSAC-2010 (PDF)**
**Attachment T (PDF)**
**Attachment U; Budget Prov. III-B Transp. Mariposa FY 2022-23 (PDF)**
**Attachment U; Budget Prov. IIIC-1 Mariposa FY 2022-23 (PDF)**
**Attachment U; Budget Prov. IIIC-2 Mariposa FY 2022-23 (PDF)**
**Attachment U; Mariposa Rent Allocation FY 2021-22 (PDF)**
**Attachment V (PDF)**
**Attachment W (PDF)**

**RESULT:** **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
**MOVER:** Marshall Long, District III Supervisor
**SECONDER:** Wayne Forsythe, District IV Supervisor
**AYES:** Smallcombe, Sweeney, Long, Forsythe, Menetrey

Attachment A

# AREA 12 AGENCY ON AGING
# FY2023 – 2024 APPLICATION FOR CONTRACT RENEWAL
# COVER SHEET

1. Provider Information

Name: Mariposa County Health & Human Services Agency

Address: 5246 Spriggs Lane

Phone 209.966.6632 FAX 209.742.7405

2. Type of Organization (Check One)

| | |
|---|---|
| X | Local Unit of Government |
| | Profit Making Organization |
| | Local Education Institution |
| | Non-profit Organization |

3. Geographic Area to be Served (check all that apply)

| | |
|---|---|
| | Alpine County |
| | Amador County |
| | Calaveras County |
| X | Mariposa County |
| | Tuolumne County |

| | |
|---|---|
| 3. Grant Funds Requested | $ 177,420 |
| Amount of Cash Match | $ 489,593 |
| Amount of In-Kind Match | $ 34,440 |

4. Proposal Prepared by (Print Name/Title): Lydia Arre, Program Manager

5. Preparers Signature:

APPROVED AS TO FORM:
STEVEN W. DAHLEM
COUNTY COUNSEL

6. Board Signature:

Print Name: Miles Menetrey

Title: Board Chair, Mariposa County Board of Supervisor, District V

Attachment B-1

# AREA 12 AGENCY ON AGING
# 2023-2024 CONTRACT RENEWAL PROPOSAL
## Service Proposed and Funds Requested

**Provider:** Mariposa County HHS Agency **County:** Mariposa

| 1. Services to be Provided:<br>2. Service Category: | C-1 Congregate Meals<br>$8.50/unit | C-2 Home Del. Meals<br>$8.00/unit | IIIB Transportation<br>$25.00/trip |
|---|---|---|---|
| Activity(ies): | 2023-2024 (Proposed No. of Meals\UOS) | 2023-2024 (Proposed No. of Meals\UOS) | 2023-2024 (Proposed No. of UOS) |
| a. Meals | a. 8,000 | a. 4,478 | a. |
| b. One hour of service | b. | b. | b. |
| c. One Contact | c. | c. | c. |
| d. One Session | d. | d. | d. |
| e. One Modification | e. | e. | e. |
| f. One One-Way Trip | f._____ | f._____ | f. 2,622 |
| TOTAL MEALS\SERVICE UNITS | 8,000 | 4,478 | 2,622 |
| NSIP | $ 68,000 | $ 35,824 | |
| 2. Amount of A12AA funds requested | $ 3,382<br>**$ 71,382** | $ 4,664<br>**$ 40,488** | **$ 65,550** |
| 3. Amount of Participant Contributions | $ 25,000 | $ 10,950 | $ 4,000 |
| 4. Other funds: | | | |
| a. Mariposa Co.--Match | $ 205,405 | $ 118,012 | $ 166,176 |
| b. In-Kind | $ 27,000 | $ 7,440 | 0 |
| c. 0 | 0 | 0 | 0 |
| Total Other Funds | $ 232,405 | $125,452 | $ 166,176 |
| **5. TOTAL FUNDS, ALL SOURCES** | **$ 328,787** | **$ 176,890** | **$ 235,726** |
| 6. Cost of unit of service | | | |
| a. A12AA funds (line 2 ÷ line 1.f.) | $ 8.92 | $ 9.02 | $ 25.00 |
| b. All funds (line 5 ÷ line 1.f.) | $ 41.10 | $ 39.50 | $ 89.90 |
| 7. NUMBER OF SENIORS TO BE SERVED (unduplicated count) | 450 | 100 | 175 |

**Attachment C**

## 2023 - 2024 CONTRACT RENEWAL PROPOSAL
## GOVERNING BOARD INFORMATION

| Board Members Name & Address: | Occupation: | Compensation: |
|---|---|---|
| Rosemarie Smallcombe<br>P.O. Box 784<br>5100 Bullion St.<br>Mariposa, CA 95338 | District I Supervisor<br>County of Mariposa | $56,267.75 |
| Shannon Poe<br>P.O. Box 784<br>5100 Bullion St.<br>Mariposa, CA 95338 | District II Supervisor<br>County of Mariposa | $56,267.75 |
| Danette Toso<br>P.O. Box 784<br>5100 Bullion St.<br>Mariposa, CA 95338 | District III Supervisor<br>County of Mariposa | $56,267.75 |
| Wayne Forsythe<br>P.O. Box 784<br>5100 Bullion St.<br>Mariposa, CA 95338 | Vice Chair<br>District IV Supervisor<br>County of Mariposa | $56,267.75 |
| Miles Menetrey<br>P.O. Box 784<br>5100 Bullion St.<br>Mariposa, CA 95338 | Board Chair<br>District V Supervisor<br>County of Mariposa | $56,267.75 |

**Attachment D**

## 2023-2024 CONTRACT RENEWAL PROPOSAL
## PERSONNEL INFORMATION

### PROGRAM: III-B Transportation

| Paid Staff Name: | Title: | Salary: |
|---|---|---|
| Diana Ziegenfuss | Program Specialist II | $59,727 |
| Kelly Taute | Admin Analyst | $67,460 |
| Jordan Van Delden | Program Specialist I | $44,256 |
| Kelsie Alexander | Program Assistant I | $16,864 |
| Patricia Feight | Transit Bus Driver (60%) | $29,273 |
| Cindy Walter | Transit Bus Driver | $19,111 |
| LaDonna Phillips | PT Transit Driver | $16,282 |
| | | |
| | | |
| | | |
| | | |

**Attachment D**

## 2023-2024 CONTRACT RENEWAL PROPOSAL
## PERSONNEL INFORMATION

### PROGRAM: C-1 Congregate

| Paid Staff Name: | Title: | Salary: |
|---|---|---|
| Lydia Arre | Program Manager | $82,428 |
| Diana Ziegenfuss | Program Specialist II | $59,727 |
| Susette Micallef | Program Assistant II | $50,675 |
| Cynthia Wilson | Sr. Nutrition Cook/Site Supervisor | $32,918 |
| Lydia Woolsey | Kitchen Assistant | $28,804. |
| Extra Help | Kitchen Assistant/Back Up Cook | $14,322 |
| | | |
| | | |
| | | |
| | | |
| | | |

**Attachment D**

## 2023-2024 CONTRACT RENEWAL PROPOSAL
## PERSONNEL INFORMATION

### PROGRAM: C-2 Home Delivered

| Paid Staff Name: | Title: | Salary: |
|---|---|---|
| Lydia Arre | Program Manager | $82,428 |
| Diana Ziegenfuss | Program Specialist II | $59,727 |
| Susette Micallef | Program Assistant II | $50,675 |
| Cynthia Wilson | Sr. Nutrition Cook/Site Supervisor | $32,918 |
| Lydia Woolsey | Kitchen Assistant | $28,804 |
| Extra Help | Kitchen Assistant/Back Up Cook | $14,322 |
| | | |
| | | |
| | | |
| | | |
| | | |

**Attachment E**

# AREA 12 AGENCY ON AGING 2023-2024 CONTRACT RENEWAL AUTHORIZED SIGNATORY FORM

**PROVIDER:** Mariposa County Health & Human Services Agency

**ADDRESS:** 5246 Spriggs Lane

Mariposa, CA 95338

The following persons have personally signed below and are authorized to sign documents as indicated:

## Agreements

| | |
|---|---|
| Board Chairperson (term through 01/2024) | Miles Menetrey<br>Printed/Typed Name |
| N/A<br>Designee by Board Action | N/A<br>Printed/Typed Name |

## Fiscal Reports/Budgets

| | |
|---|---|
| Program Manager | Lydia Arre<br>Printed/Typed Name |
| Designee for Prog. Manager/Prog. Specialist | Diana Ziegenfuss<br>Printed/Typed Name |

## Program Reports

| | |
|---|---|
| Program Manager | Lydia Arre<br>Printed/Typed Name |
| Designee for Prog. Manager/Prog. Specialist | Diana Ziegenfuss<br>Printed/Typed Name |

APPROVED AS TO FORM:
STEVEN W. DAHLEM
COUNTY COUNSEL

For emergency contact information: (209) 966-2000

Board Chairperson's telephone number: (209) 966-6632

Mailing address: 5246 Spriggs Lane, Mariposa, CA 95338

| | |
|---|---|
| Lydia Arre<br>Submitted by | 04/20/2023<br>Date |

Attachment F

# Area 12 Agency on Aging 2023-2024 Contract Renewal Proposal
# Agency Contract Representative (ACR)

## Designation Form

**SEND TO:** **Kristin Millhoff, Executive Director**
**Area 12 Agency on Aging**
**19074 Standard Road, Suite A**
**Sonora, California 95370**

| | |
|---|---|
| Program(s): Title III – C-1 Congregate | |
| Title III – C-2 Home Delivery | |
| Title III-B Transportation | |
| Legal Name of Contractor: Mariposa County Health & Human Services Agency | |
| Agency Contracts Representative: Lydia Arre | |
| Title: Program Manager | |
| Address: 5246 Spriggs Lane | |
| Mariposa, CA 95338 | |
| Phone: (209) 966.6632 | FAX: (209) 742.7405 |
| Email: larre@mariposacounty.org | |
| **Please specify the address checks are to be mailed to below:** | |
| Address: 5246 Spriggs Lane | |
| Mariposa, CA 95338 | |
| Attention: Lydia Arre, Program Manager | |
| | |
| Signature: | Print Name: Lydia Arre |
| Title: Program Manager | Phone: (209) 966.6632 |

# CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over $100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contract over $100,000 executed or renewed after January 1, 2017, the contractor certified compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATORY POLICIES: For contracts over $100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

## CERTIFICATION

| | |
|---|---|
| I, the official named below certify under penalty of perjury under the Laws of the State of California that the foregoing is true and correct.<br>*Proposer/Bidder Firm Name (Printed)*<br>Mariposa County Health & Human Services Agency | *Federal ID Number*<br>94-6000880 |
| *By (Authorized Signature)*<br>MS Menetrey | |
| *Printed Name and Title of Person Signing*<br>Miles Menetrey, Board of Supervisor District V, Chair | |
| *Date Executed* | *Executed in the County and State of*<br>Mariposa, CA |

APPROVED AS TO FORM:
Steven W. Dahlem
STEVEN W. DAHLEM
COUNTY COUNSEL

MEMO: All Providers

RE: Unruh Civil Rights Law Certification

This is a new requirement by CDA as of January 1, 2017.

The flyer link below explains the Unruh Civil Rights Act

https://www.dfeh.ca.gov/wp-content/uploads/sites/32/2017/06/DFEH-250.pdf

Review it with your staff and volunteers at a Staff Training. After FY17-18, this document will be included in the Contract Renewal Proposal. The verification of the training will be reviewed at the yearly monitoring.

Contract with A12AA - Exhibit D, Article II, C. 5.

> California Civil Rights Laws – The Contractor shall, ensure compliance with the requirements of Cal. Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Agreement. The certificate is available by contacting the A12AA office.
>
> The California Civil Rights Laws Certification ensures Contractor complies with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960); and Contractor internal policy policies are not used in violation of California Civil Rights Laws.

**SECOND AMENDMENT TO AGREEMENT FOR ARCHITECTURAL DESIGN SERVICES**

**THIS SECOND AMENDMENT TO AGREEMENT FOR ARCHITECTURAL DESIGN SERVICES**, is made and entered into this _____ day of _____20__, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and The Building Design Group, hereinafter referred to as **"Contractor."**

**WHEREAS, County** and **Contractor** have heretofore entered into an Agreement dated August 23, 2022, wherein **Contractor** agreed to provide architectural design services; and

**WHEREAS, County** and **Contractor** have heretofore entered into a First Amendment dated December 5, 2022, wherein **Contractor** agreed to extend the term of the Agreement to March 31, 2023; and

**WHEREAS, County** and **Contractor** desire to amend said Agreement to extend the term of the Agreement;

**NOW THEREFORE**, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph 16, "Schedule," of Project Proposal is hereby amended to extend the term of the Agreement to December 31, 2023.

The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in the Agreement not amended herein shall remain in full force an effect. This Amendment is effective retroactive to March 31, 2023. The parties shall treat the Agreement as if it had been in full force and effect continuously since March 31, 2023, without there having been any interruption of the Agreement whatsoever.

Except as herein amended, the Agreement dated August 23, 2022 and First Amendment dated December 5, 2022 shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have caused this Amendment to be executed on the date first above written.

| COUNTY OF MARIPOSA | CONTRACTOR |
|---|---|
| _____ | _____ |
| Miles Menetrey, Chair<br>Board of Supervisors | Marc Farias Jones, Project Manager/<br>Principal<br>The Building Design Group (BDG) |
| COUNTERSIGNED:<br>*(Government Code §25103)* | APPROVED AS TO FORM: |
| _____ | _____ |
| Danielle Bondshu<br>Clerk of the Board | Steven W. Dahlem<br>County Counsel |

# MARIPOSA COUNTY

Board of Supervisors

**RESOLUTION - ACTION REQUESTED 2023-358**

MEETING: July 11, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve the Second Amendment with The Building Design Group (BDG) Extending the Term of the Agreement to September 30, 2023, for Architectural Design Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

---

## RECOMMENDATION AND JUSTIFICATION

Approve the Second Amendment with The Building Design Group (BDG) Extending the Term of the Agreement to September 30, 2023, for Architectural Design Services; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Upon execution of the original agreement on August 18. 2022, BDG initiated a project involving the demolition and removal of the existing building in its entirety as well as the subsequent construction of a new residential duplex building. The location of the project is 5123 Jones Street, Mariposa, California. The scope of architectural services for the project is occurring in four phases: 1)Schematic Design, 2)Design Development, 3)Construction Documents, and 4) Contracts Administration. Originally scheduled for completion on November 30, 2022, the agreement requires an additional extension for a new ending date of September 30, 2023 to ensure all aspects of the stated services are completed at an optimal level.

## BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board does not have a prior history with BDG for this specific purpose.

## ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Non approval for this amendment may ultimately result in inadequate work directed towards the construction of the new residential duplex building.

## FINANCIAL IMPACT

This has no impact on the General Fund.

## ATTACHMENTS

1. **The Building Design Group 2023 - CAO 08.19.2022 - EXECUTED**
2. **The Building Design Group 2023 (A01) - CAO 12.05.2022 - EXECUTED**
3. **Second Amendment - BDG Agreement 2023**

## VOTE RESULT

**RESULT:** **Adopted (UNANIMOUS)**

| | |
|---|---|
| **MOVER:** | District I Supervisor Rosemarie Smallcombe |
| **SECONDER:** | District II Supervisor Shannon Poe |
| **AYES:** | District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe |
| ABSTAIN: | None |

# MARIPOSA COUNTY

Board of Supervisors

**RESOLUTION - ACTION REQUESTED 2023-413**

MEETING: August 1, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve Budget Action Increasing Revenue and Transfer Out Lines Within the Health and Human Services Agency Administrative Trust Budget and Increased Transfer Line Out to The Operating Budget ($800,000) (4/5ths Vote Required)

---

**RECOMMENDATION AND JUSTIFICATION**

Approve Budget Action Increasing Revenue and Transfer Out Lines Within the Health and Human Services Agency Administrative Trust Budget and Increased Transfer Line Out to The Operating Budget ($800,000) (4/5ths Vote Required)

Due to state regulations, all Public Assistance and Administrative revenue must be placed into a trust account and transferred to the operating budget after the claims have been submitted to the state. Due to increased expenses in the CalWORKs and Child Welfare programs, the administrative trust revenue and associated transfers need to be increased to allow for transfers of the increased revenues to the operating budgets (1001-501 and 1001-528).

**BACKGROUND AND HISTORY OF BOARD ACTIONS**

In normal course of business, the Agency must request Budget Actions to balance the various HHSA funds.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION**

If this budget action is not approved, the Agency will be unable to complete necessary transfers and balance the budget in the affected funds for FY 22-23.

**FINANCIAL IMPACT**

There is no impact to the General Fund.

**ATTACHMENTS**

**1. Budget Action - August 1 2023**

**VOTE RESULT**

**RESULT:** **Adopted (UNANIMOUS)**
**MOVER:** District I Supervisor Rosemarie Smallcombe
**SECONDER:** District IV Supervisor Wayne Forsythe
**AYES:** District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

# BUDGET ACTION FORM

| FUND | DEP/DIV | ACCOUNT | DESCRIPTION | PROGRAM | INCREASE | DECREASE |
|---|---|---|---|---|---|---|
| 3368 | 506 | 45021 | State Revenue | CWS | (100,000) | |
| 3368 | 506 | 45021 | State Revenue | CWK | (100,000) | |
| 3368 | 506 | 46011 | Federal Revenue | CWS | (100,000) | |
| 3368 | 506 | 46011 | Federal Revenue | CWK | (100,000) | |
| 3368 | 506 | 80111 | Transfer Out | CWS | 200,000 | |
| 3368 | 506 | 80111 | Transfer Out | CWK | 200,000 | |
| 1001 | 501 | 49101 | Transfer In | CWS | (200,000) | |
| 1001 | 501 | 60519 | Contracted Services | CWS | 200,000 | |
| 1001 | 528 | 49101 | Transfer In | CWK | (200,000) | |
| 1001 | 528 | 60519 | Contracted Services | CWK | 160,000 | |
| 1001 | 528 | 70221 | Technological Equipment (Kiosks) | CWK | 40,000 | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | TOTALS | 0 | 0 |

| TRANSFER BETWEEN FUNDS | | | | | DEBIT | CREDIT |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | TOTALS | 0 | 0 |

ACTION REQUESTED: (Check all that apply)

( ) Budget appropriation is less than $50,000 and involves shifting funds between categories in the same account and fund. Board of Supervisors reviews all budget actions of this nature on a monthly basis.

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending revenues and expenses or transferring funds between funds or accounts within the General Fund or transferring appropriation from contingency.

DEPARTMENT HEAD SIGNATURE _____ DATE 7/6/23

AUDITOR SIGNATURE _____ DATE _____

COUNTY ADMINISTRATIVE OFFICER SIGNATURE _____ DATE _____

APPROVED BY RES NO. _____ CLERK _____ DATE _____

DEPARTMENT _____

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

# MARIPOSA COUNTY

Board of Supervisors

**RESOLUTION - ACTION REQUESTED 2023-414**

MEETING: August 1, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve First Amendment to Agreement with Kazlin Infinite Care, LLC Increasing the Amount by $2,000 for a New Amount Not to Exceed $102,000 for Residential Care Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

**RECOMMENDATION AND JUSTIFICATION**

Approve First Amendment to Agreement with Kazlin Infinite Care, LLC Increasing the Amount by $2,000 for a New Amount Not to Exceed $102,000 for Residential Care Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

The County does not operate inpatient residential facilities. This Agreement will allow County of Mariposa Health and Human Services Agency (HHSA) to utilize the services of Kazlin Infinite Care, LLC at their Merced residential site in order to serve persons in mental health recovery.

HHSA wishes to engage the services of this provider because of the benefits of the nearby location. The clients who will be served through this Agreement require a lower level of care than a psychiatric inpatient bed but still need residential care before returning to the community.

The rates for this residential care facility are well below rates for a psychiatric inpatient hospital bed. Nearby placements reduce the staff time needed to serve clients as compared to more distant hospitals. HHSA prefers local placements that should result in increased staff efficiency and staff and travel cost savings. Due to service demands being greater than anticipated, HHSA requests a resolution to increase funding and complete outstanding invoices for the remainder of the fiscal year.

**BACKGROUND AND HISTORY OF BOARD ACTIONS**

The County has an existing Agreement with Kazlin Infinite Care, LLC, approved through Resolution Number 2022-328 on June 7, 2022.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION**

If this amendment is not approved, HHSA will be hindered in meeting its financial obligations with Kazlin.

**FINANCIAL IMPACT**

There is no impact on the General Fund.

**ATTACHMENTS**

1. **Kazlin Infinite Care - 2023 - Wsignatures - Res. 2022-328 - EXECUTED**

**2. First Amendment - Kazlin Agreement 2023**

**VOTE RESULT**

| | |
|---|---|
| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District I Supervisor Rosemarie Smallcombe |
| **SECONDER:** | District IV Supervisor Wayne Forsythe |
| **AYES:** | District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe |

# MARIPOSA COUNTY

HHS/Social Services · (209) 966-2000

## RESOLUTION - ACTION REQUESTED 2022-328

MEETING: June 7, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Kazlin Infinite Care, LLC Agreement to Provide Residential Care Services for BH

---

**RECOMMENDATION AND JUSTIFICATION:**
Approve an Agreement with Kazlin Infinite Care, LLC to provide residential care facility services for County of Mariposa in an amount not to exceed $100,000; and authorize the Board of Supervisors Chair to sign the Agreement.

The County does not operate inpatient residential facilities. This Agreement will allow County of Mariposa Health and Human Services Agency (**HHSA**) to utilize the services of Kazlin Infinite Care, LLC at their Merced residential site in order to serve persons in mental health recovery.

HHSA wishes to engage the services of this provider because of the benefits of the nearby location. The clients who will be served through this Agreement require a lower level of care than a psychiatric inpatient bed but still need residential care before returning to the community.

The rates for this residential care facility are well below rates for a psychiatric inpatient hospital bed. Nearby placements reduce the staff time needed to serve clients as compared to more distant hospitals. HHSA prefers local placements that should result in increased staff efficiency and staff and travel cost savings.

**BACKGROUND AND HISTORY OF BOARD ACTIONS:**
The County has an existing Agreement with Kazlin Infinite Care, LLC, approved through Resolution Number 2021-438 on July 27, 2021.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**
If this agreement is not approved, HHSA will be hindered in providing residential care to persons on the road to mental health recovery. When a crisis arises, costs for serving these persons may be driven up by not having a contract in place.

**FINANCIAL IMPACT:**
**Costs for this agreement are funded primarily by Mental Health Realignment funds. This contract will be paid within the Mental Health budget units. There will be no impact to the County General Fund.**

**ATTACHMENTS:**

REF ID# 12976

**Kazlin Infinite Agreement 2023 - April 29 2022 (1)** **(PDF)**

**RESULT:** **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
**MOVER:** Wayne Forsythe, District IV Supervisor
**SECONDER:** Miles Menetrey, District V Supervisor
**AYES:** Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

RES. NO. 22-328

# AGREEMENT FOR RESIDENTIAL CARE SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 7th day of June, 2022 by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Kazlin Infinite Care, LLC ("Contractor"), pursuant to the following terms and conditions.

## W I T N E S S E T H:

## 1. TERM

The term of this Agreement shall commence on July 1, 2022 and terminate on June 30, 2023 unless extended as provided by this Agreement.

## 2. SERVICES

Contractor shall perform residential care services as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

## 3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $100,000 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

## 4. INSURANCE

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

(1) Additional Insured Status: County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance with respect to Contractor's negligent performance of the services as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to County.

(7) Verification of Coverage: Contractor shall furnish County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

(9) Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## 5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all negligent or willful acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence or willful acts.

## 6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

## 7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

## 8. STATE AND FEDERAL TAXES

As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

a. County will not withhold FICA (Social Security) from Contractor's payments;
b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
c. County will not withhold state or federal income tax from payment to Contractor;
d. County will not make disability insurance contributions on behalf of Contractor;
e. County will not obtain workers' compensation insurance on behalf of Contractor.

## 9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars ($10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

## 10. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of Contractor under this Agreement will be permitted only with the express written consent of County.

## 11. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

**CONTRACTOR:**
Kazlin Infinite Care, LLC
3553 El Redondo Drive
Merced, CA 95348

**COUNTY:**
County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338
Fax: (209) 742-0996

## 12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

## 13. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

## 14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

## 15. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

## 16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit B.

B. Either party may terminate this Agreement for convenience upon 30 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include,

but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

## 17. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

## 18. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any such action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

## 19. CAPTIONS

The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

## 20. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

## 21. MANDATORY AND PERMISSIVE

"Shall" is mandatory. "May" is permissive.

## 22. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

## 23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of

the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

## 24. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

## 25. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

## 26. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to this Agreement shall comply with all requirements of law, including capacity and authority to amend or modify this Agreement.

## 27. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

## 28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other

## 29. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

## 30. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal year covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to such reduction or modification of the County budget, or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF MARIPOSA

Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR

Erlinda Magliba, Administrator
Kazlin Infinite Care, LLC

COUNTERSIGNED:
*(Government Code §25103)*

Danielle Bondshu, Deputy
Keith Williams
Interim Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

Exhibit A
SCOPE OF WORK

Kazlin Infinite Care, LLC is a licensed residential care facility for the elderly and clients in mental health recovery. It provides a home-like atmosphere housing up to 6 residents. The staff is on hand for 24 hours, assisting residents with daily activities such as bathing, grooming, medication management, coordination with healthcare provider, medical transportation and other needs.

Kazlin Infinite Care, LLC agrees to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity contractor performs on behalf of County, to the extent County would be required to comply with such requirements.

Exhibit B
COST PROPOSAL

Kazlin Infinite Care, LLC Information

Minimum Cost: $ 3,000 shared room
Coverage Areas: Merced, California
Beds: 6

SHARED ROOM RATES PER LEVEL

| Levels of Care | Points | Daily Rate | 30-day Rate |
|---|---|---|---|
| Level One | 0 to 7 points | $100.00 | $3,000.00 |
| Level Two | 8 to 22 points | 116.67 | $3,500.00 |
| Level Three | 23 to 42 points | 133.34 | $4,000.00 |
| Level Four | 43 to 63 points | 150.00 | $4,500.00 |
| Level Five (hospice) | 64 to 90 or more | 166.67 | $5,000.00 |

The above rates may fluctuate up to 10% based on the state approved rate in effect on the date of service.

**FIRST AMENDMENT TO AGREEMENT FOR RESIDENTIAL CARE SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT FOR RESIDENTIAL CARE SERVICES, is made and entered into this _____ day of _____20__, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Kazlin Infinite Care, LLC, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated June 7, 2022, wherein Contractor agreed to provide residential care services; and

WHEREAS, County and Contractor desire to amend said Agreement to change the compensation to be provided to Contractor;

NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph 3, "COMPENSATION," is hereby amended to provide that an additional $2,000 will be added to the original amount of $100,000, making the total compensation paid to Contractor the not-to-exceed amount of $102,000.

Except as herein amended, the Agreement dated June 7, 2022 shall remain in full force and effect.

The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in the Agreement not amended herein shall remain in full force and effect. This Amendment is effective retroactive to June 30, 2023. The parties shall treat the Agreement as if it had been in full force and effect continuously since June 30, 2023, without there having been any interruption of the Agreement whatsoever.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

| | |
|---|---|
| COUNTY OF MARIPOSA | CONTRACTOR |
| _____ | _____ |
| Miles Menetrey, Chair<br>Board of Supervisors | Erlinda Magliba, Administrator<br>Kazlin Infinite Care, LLC |
| COUNTERSIGNED:<br>*(Government Code §25103)* | APPROVED AS TO FORM: |
| _____ | _____ |
| Danielle Bondshu<br>Clerk of the Board | Steven W. Dahlem<br>County Counsel |

# MARIPOSA COUNTY

Board of Supervisors

**Agenda Item – No Resolution Requested**

| | |
|---|---|
| MEETING: | August 1, 2023 |
| TO: | The Board of Supervisors |
| FROM: | Steve Engfer, Planning Director |
| RE: | Accept Resignation and Recognize the Service of Donn Harter on the Fish Camp Town Planning Advisory Council (Supervisor Smallcombe) |

---

**RECOMMENDATION AND JUSTIFICATION**

Accept Resignation and Recognize the Service of Donn Harter on the Fish Camp Town Planning Advisory Council (Supervisor Smallcombe).

With the Resignation of Harter there will be one vacancy on the committee.

Appointment, term expiration, and vacancy have been advertised according to the Maddy Act.

**BACKGROUND AND HISTORY OF BOARD ACTIONS**

Harter was appointed to this committee on March 26, 2019.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION**

Miss the opportunity to recognize member for their contributions to the community.

**FINANCIAL IMPACT**

None.

**ATTACHMENTS**

1. **230715 Don Harter Resignation**
2. **230720 FCPAC Vacancy 1**

**VOTE RESULT**

| | |
|---|---|
| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District I Supervisor Rosemarie Smallcombe |
| **SECONDER:** | District IV Supervisor Wayne Forsythe |
| **AYES:** | District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe |

# FISH CAMP PLANNING ADVISORY COUNCIL

## MEETING AGENDA

**DATE:** **Saturday, July 15, 2023**
**TIME:** **9:30 A.M.**
**LOCATION:** **Tenaya Lodge 1122 Highway 41, Fish Camp**

** Please note that all callers will be limited on their speaking time and will be muted before and after public comment periods.

1. Roll Call: Archer, Bassett, Baxter, Cerioni, Christian, Harter, Luther, Rolfe, and Royse
   Excused: Members Absent: Excused: Donn Harter, James Christian
   **Accept Donn Harter's resignation due to health reasons** Harter/ Baxter
2. Welcome Guests Baxter
3. Election of officers Chair/Vice Chair Baxter
4. Approval of the draft minutes of the April 22, 2023, meeting. Chair
5. Persons wishing to speak on a matter not on the agenda, but within the jurisdiction of the council. No action by the council.
6. General Update- Conduct of Meetings -Brown Act and Rosenburg's Rules. Engfer
7. Silvertip Project Update Engfer
8. Ex Officio Reports:
   a. USFS, District Ranger Jennifer Christie
   b. CAL FIRE & Engine Co. 33 Steve Ward
   c. Sheriff's Department, Sheriff Jeremy Briese
   d. NPS District Ranger Chad Andrews
   e. Caltrans-Hwy 41 Supervisor Adam Wimberley
   f. District I Supervisor Rosemarie Smallcombe
   g. District I Planning Commissioner Art Bagget
   h. Department of Public Works, Director Shannon Hansen
8. Fish Camp Annual meeting, Potluck
9. Firewise Report
10. Future agenda items
11. Next scheduled meetings:
    October 28, 2023
    ~~January 27, 2024~~ TBD Options- 1/13/24, 1/20/24 or 2/3/24
12. Adjournment

*Note: The Council may only take action for items that appear on the agenda, however, members briefly respond to questions or statements made by the public, other members, or County staff.*

The **Fish Camp Volunteer Fire Association** meeting will meet at the conclusion of the Council meeting.

*In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Planning Department at 309-966-5151.*

**Mariposa County**
**Planning Department**

**STEVE ENGFER**
Planning Director

5100 Bullion Street
PO Box 2039
Mariposa, CA 95338
209-966-5151 FAX 209-742-5024
sengfer@mariposacounty.org
www.mariposacounty.org

# NOTICE OF VACANCY ON THE FISH CAMP TOWN PLANNING ADVISORY COUNCIL

A vacancy currently exists on the Fish Camp Town Planning Advisory Council.

The purpose of the Fish Camp Town Planning Advisory Council is to create and recommend policies for the Community of Fish Camp to address issues that are important to the area.

The Committee is an advisory group to the Mariposa County Planning Commission and the Board of Supervisors. Appointment terms are for two years. This appointment will be to fill an unexpired term which expires on February 28, 2025.

Members must be employed, reside, or own property within the geographic boundaries of Fish Camp Town Planning Area.

Persons interested in serving on the Committee should complete an application which can be obtained at either the Mariposa County Planning Department or the Clerk of the Board's Office or can be found online at:

http://www.mariposacounty.org/DocumentCenter/View/39675/Committees-Application---blank-fillable?bidId=

Completed applications need to be sent to Danielle Bondshu, Clerk of the Board, by mail at P. O. Box 784, Mariposa, CA 95338, or email: dbondshu@mariposacounty.org

Posting Locations for this notice:
Fish Camp Post Office
Mariposa County Planning
Mariposa County Clerk
Mariposa County Courthouse
www.mariposacounty.org/planning

Notice Date: 8/01/23 Deadline for Submission: Until Filled

# MARIPOSA COUNTY

Board of Supervisors

**RESOLUTION - ACTION REQUESTED 2023-415**

| | |
|---|---|
| MEETING: | August 1, 2023 |
| TO: | The Board of Supervisors |
| FROM: | Steve Engfer, Planning Director |
| RE: | Approve Mural at APN 013-124-003 (5109 Highway 140) as Part of the Mariposa Gateway Elements Project |

---

**RECOMMENDATION AND JUSTIFICATION**

Approve Mural at APN 013-124-003 (5109 Highway 140) as Part of the Mariposa Gateway Elements Project

This mural is also known as the 11th Street Paseo mural. The Creative Placemaking Strategy Advisory Committee passed a resolution of support for this mural recommending that the Board approve this mural (attached) on 7/17/23. Similarly, the Historic Sites and Records Preservation Commission reviewed and recommended approval of this project at their meeting on 7/10/23. Additionally, at the Board of Supervisors meeting on 7/18/23, the Board signed an agreement with the property owner to enable the project to move forward as designed and planned.

**BACKGROUND AND HISTORY OF BOARD ACTIONS**

The Board has received two updates on this project, in addition to the following Board actions:

July 18th, 2023 - RES-2023-384: APPROVE PROPERTY USE AGREEMENT WITH JOHN HERTLE FOR INSTALLATION OF A MURAL AS PART OF THE MARIPOSA GATEWAY ENHANCEMENT; AND AUTHORIZE THE BOARD OF SUPERVISORS CHAIR TO SIGN THE AGREEMENT.

January 11th, 2023 - RES-2022-25: APPROVE SUBMITTAL OF AN APPLICATION TO THE CLEAN CALIFORNIA GRANT PROGRAM

August 2nd, 2022 - RES-2022-459: SIGN A TRANSPORTATION ART AGREEMENT WITH CALTRANS

August 23rd, 2022 - RES-2022-491: APPROVE AN AGREEMENT WITH CONSULTANT TEAM LED BY ATLAS LAB TO DESIGN MURALS AND GATEWAY ELEMENTS

January 17th, 2023 - RES-2023-28: BUDGET ACTION APPROVING TRANSFER OF FUNDS

July 20th, 2023 - RES-2023-347: APPROVE THE MARIPOSA GATEWAY ELEMENTS

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION**

Negative action would delay and seriously hinder implementation of this community-supported mural.

**FINANCIAL IMPACT**

This project is funded by a grant from the Caltrans Clean California grant program so will not have a financial impact.

**ATTACHMENTS**

1. **Paseo Mural Resolution**
2. **11th Street Paseo**
3. **CPSAC Resolution of Support**

**VOTE RESULT**

| | |
|---|---|
| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District I Supervisor Rosemarie Smallcombe |
| **SECONDER:** | District IV Supervisor Wayne Forsythe |
| **AYES:** | District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe |

**STATE OF CALIFORNIA**
**COUNTY OF MARIPOSA**
**BOARD OF SUPERVISORS**

Resolution No. 23-___ A RESOLUTION APPROVING THE MURAL AT APN 013-124-003 AS PART OF THE MARIPOSA GATEWAY ELEMENTS PROJECT

**WHEREAS,** the Board empaneled the Creative Placemaking Strategy Advisory Committee (CPSAC) to facilitate development of the Creative Placemaking Strategy (CPS); and

**WHEREAS,** the CPS (adopted by the Board of Supervisors in 2021), used innovative, art-driven community engagement techniques to articulate a vision for creative placemaking projects throughout the County, and recommends actions to realize that vision; and

**WHEREAS,** Cal Trans awarded $1,000,000 to the Mariposa County Planning Department through the Clean California Grant program to plan, coordinate, and install gateway features, including murals, in the Town of Mariposa that align with the recommendations of both the CPS and the Mariposa Creek Parkway Master Plan; and

**WHEREAS,** the design was approved by the Mariposa County Creative Placemaking Strategy Advisory Committee and Historic Sites and Records Preservation Commission; and

**WHEREAS**, the Board approved an agreement with the property owner to enable the project to move forward as designed.

**NOW THEREFORE BE IT RESOLVED,** that the Board of Supervisors does hereby approve the design of the mural located at APN 013-124-003 and authorize the project to move forward as planned.

**ON MOTION BY** Supervisor _____, seconded by Supervisor _____, this resolution is duly passed and adopted this 1st day of August 2023 by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAIN:

ATTEST:

_____ _____

Danielle Bondshu, Clerk of the Board

Miles Menetrey, Chairman
Board of Supervisors

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel



*Paseo* | WAKING THE BEAR

WAKING THE BEAR

The Paseo wall celebrates spring. The braided bunchgrass expressed in green as a living plant with wildflowers growing out of the braid.

Plant List: Mugwort, Lupin, Redbud, Mariposa Lily, Elderberry

RESOLUTION NO. 2023-004

A RESOLUTION OF THE CREATIVE PLACEMAKING STRATEGY ADVISORY COMMITTEE PROCLAIMING SUPPORT FOR THE PROPOSED MURALS FOR THE MARIPOSA GATEWAY ELEMENTS PROJECT.

WHEREAS, the Board of Supervisors passed Resolution 2021-48 adopting the Mariposa County Creative Placemaking Strategy (CPS) and authorizing county departments and agencies to pursue implementing its recommendations; and

WHEREAS, following this action, Mariposa County successfully pursued funding from Caltrans' Clean California grant program to create gateway elements and corresponding murals in the Town of Mariposa that align with the vision of the CPS; and

WHEREAS, collectively, the gateway elements and the murals were conceived as catalysts for a countywide program of gateway elements and murals, in accordance with priority Projects 1 and 4 and Policy 2 in the CPS; and

WHEREAS the project would also serve as a direct implementation of Program 2 of the CPS; and

WHEREAS the County has conducted significant community engagement work, both during the development of the CPS, and at the outset of this specific project, to solicit input on and ultimately shape the final design of the gateway features; and

WHEREAS the final design for the gateway elements were unanimously approved by the Board of Supervisors on June 20, 2023; and

WHEREAS the final murals presented to the Creative Placemaking Strategy Advisory Committee effectively represents the vision and recommendations of the CPS, and reflects the overall outcomes of the project's engagement program.

NOW, THEREFORE, THE CREATIVE PLACEMAKING STRATEGY ADVISORY COMMITTEE DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Statement of Support and Recommendation for Adoption. The Creative Placemaking Strategy Advisory Committee hereby states its support for the final design of the Mariposa Gateway Murals and recommends that the Board of Supervisors vote to approve this design.

PASSED AND ADOPTED by the Creative Placemaking Strategy Advisory Committee this 17th day of July 2023, by the following vote:

AYES: Cara Goger, Jackie Baxton, Jeanetta Philips, Xav Dubois, Gail Dreifus, Adam Burns, Abby Miller
NOES:
ABSENT: Erica Wolfsen
ABSTAIN:

# MARIPOSA COUNTY

Board of Supervisors

**RESOLUTION - ACTION REQUESTED 2023-424**

MEETING: August 1, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Fee Waiver Request from Northern Mariposa County History Center (NMCHC) for all Permit Applications Required for the Entirety of Their Project, Including a Parcel Merger Application, Historic Design Review Application, and Building Permit

---

## RECOMMENDATION AND JUSTIFICATION

Fee Waiver Request from Northern Mariposa County History Center (NMCHC) for all Permit Applications Required for the Entirety of Their Project, Including a Parcel Merger Application, Historic Design Review Application, and Building Permit.

The fees for the above processes are established to cover all direct and indirect County costs associated with processing an application or permit. The fee schedule, adopted by Board of Supervisors resolution, does not contain any provisions for requested fee waivers. Additionally, building permit fees cannot be waived because the Building Department is an enterprise fund.

Staff has not recommended approval or denial. However, staff recommends that if the Board desires to approve the request, that the Board base their decision on the public benefit of the project. Staff believes that there is public benefit, based on the efforts of the NMCHC to conserve and preserve the historical records of Mariposa County alone. And further, the efforts of NMCHC for educational outreach regarding the history of the area for Maripsoa County citizens and public at large.

## BACKGROUND AND HISTORY OF BOARD ACTIONS

On June 29, 2023, the Planning Department received a letter dated June 28, 2023, from Lynn Breshears, Vice-President of the NMCHC, requesting that application fees be waived for all related project actions due to financial hardship and their status as a non-profit.

The NMCHC Phase Two project proposal includes the following:

- The construction of new storage facility for the existing collections
- Development of an ADA-compliant parking lot
- Installation of two (2) water tanks
- Landscaping

The goal is to use the NMCHC property as an event and teaching venue for celebration of Mariposa County history with a focus on the Northern Mariposa County area.

The conceptual plan for the project was originally proposed as part of Major Design Review Application No. 2022-149 to allow for the first phase of their project, please see the attached site plan for more information. The first phase of the project included grading the site so that the existing antique vehicle barn could be viewed from two sides, providing a handicap accessible path, and leveling areas of the property for exhibit placement. This application was approved on August 19, 2022. A fee waiver was granted by the Board of Supervisors for this portion of the project on August 16, 2022. The Planning Department signed-off on the building permit for grading on September 6, 2022, and the NMCHC proceeded with phase one of the project.

Now the NMCHC is looking to complete the second phase of the project, which includes the above project description. Due to the size of the proposed storage building and small lot on which the building is to be located, a parcel merger with the rest of the NMCHC property is required to accommodate the building, per Coulterville Town Planning Area setback requirements. Additionally, another Historic Design Review Application will be required to review the proposed storage facility, which was not reviewed as part of the conceptual plan in the previous application. Lastly, the NMCHC will need a building permit to carry out construction of their project.

08/16/2022 Resolution No. 22-476 (Approving Fee Reimbursement for NMCHC Major Design Review Application. Was approved for public benefit.)

3/22/2022: Resolution No. 22-188 (Approving Planning Department fees effective 02/01/2023; there are no fee waiver provisions in the current fee schedule).

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION**

Alternatives: The Board can approve or deny the requested waiver.

Negative action, or denying the fee waiver, would mean that the NMCHC would need to pay the full costs of processing the Parcel Merger Application, Historic Design Review Application, and building permit for their proposed project, which requires a total amount of approximately $6,074.

**FINANCIAL IMPACT**

The Parcel Merger, Historic Design Review, and building permit application fees are a combination of flat fees and cost accounting. Cost accounting means that the applicant pays a deposit towards time and materials to process their application and would need to pay additional amounts should staff time exceed the deposit. Should staff time to process the project be less, the County would provide a refund to the applicant of the unused amount.

Should a fee waiver be granted, this would mean that all relevant County staff; including the Planning Department, Public Works, and Building Department, would work on this project at no charge to the applicant. Costs to process this application would essentially be a cost to the General Fund.

The project would require Planning and Public Works staff time to process the Parcel Merger Application, which costs a total of $647. Additionally, a Historic Design Review Application deposit would be required to cover Planning and Public Works staff time, which costs a total of $2,427. Lastly, a building permit for the project would be required, which is estimated to cost approximately $3,000 for Building Department staff time. The total cost of all applications would total $6,074.

It should be noted that there are additional costs outside of application processing that NMCHC will

have to cover throughout the build-out of their project, such as hiring a surveyor to finalize the parcel merger, contractor fees, material costs, etc.

**ATTACHMENTS**

1. **NMCHC Waiver Request Letter**
2. **Approved Conceptual Plan**
3. **Parcel Merger Information**

**VOTE RESULT**

| | |
|---|---|
| **RESULT:** | **Amended** |
| **MOVER:** | District I Supervisor Rosemarie Smallcombe |
| **SECONDER:** | District II Supervisor Shannon Poe |
| **AYES:** | District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe |

Mariposa County Board of Supervisors
June 28, 2023

To Whom it May Concern:

On behalf of the Northern Mariposa County History Center, I would like to request that the board waive all fees, including future fees, that correlate to and are in connection with the parcel merger, design review, and building permits for our property in Coulterville. It was suggested by planning staff that the History Center file fee waiver requests for our building project all at once, potentially saving time and effort on both ends, and expediting our project.

At the time of our design review application in July of 2022, the design was only a concept, a dream on paper. A local pioneer family gifted us with approximately 2 1/2 acres of land and a Gold Rush era building, for which we are forever grateful. Through volunteer efforts and local fundraising, the new room, the Barrett Room, was cleaned, repaired, and filled with displays.

More fundraising, and some funds from the museum accounts allowed the acreage to be graded. That was done this spring, and we greatly appreciate the Board of Supervisors' support for the project. As a side note, not much has ever been done with that property, and an amazing number of old artifacts are popping up, including some very lovely bottles. Please come over and take a look at life in old Coulterville.

The largest obstacle museum members faced was how to acquire the funds to build adequate storage for our treasures on the property we had been given.

Much to the amazement (and some initial disbelief), a state grant committee awarded the Mariposa County History Center the funds for a state-of-the-art storage facility and ADA compliant parking lot, to be completed by March 1, 2026. A project like this one will be of benefit to the History Center, to Coulterville, and to our county.

An enormous amount of volunteer effort is going into this project, and we are appreciative of the help and enthusiasm from the Board.

Respectfully,
Lynn Breshears
NMCHC Vice-president, building committee chair, project co-manager




# NORTHERN MARIPOSA HISTORY CENTER
# CONCEPTUAL PLAN V3

Narative

SITE kEY

Property Boundary

Natrual Traffic Patern

Symbols Key

Native Ground Cover

Concrete

River Rock or Rip Rap

Gravel/ Permeable Pavers

Stormwater Drainage

Shaded Rest Areas

Building

Rain Garden

Plant Legend

Existing Tree

Shade Tree

Heritage Rose

Native Drough Tolerant Mix (refer to planting plan)

- (A) Featrured Exhibits
- (B) Gold Panning
- (C) Miwok
- (D) Info Booth
- (E) Bandstand
- (F) Heritage Rose Walking Trail
- (G) Blacksmith

Outdoor Classroom

Artifact Display

- (a) Gold Stamp
- (b) Farming
- (c) Horseshoe Making
- (d) Freight
- (e) Railroad
- (f) Stamp Exhisting
- (g) Grinding Stones & Tule Houses

Buildings

- (1a) Artifact Storage, New
- (1b) Office
- (1c) Outdoor Exhibit Building
- (1d)

Landscape Areas

- (2a) Indigenous Grassland
- (2b) Heritage Rose Trail
- (2c) Mainstreet Entrance
- (2d) ADA Restroom Greywater
- (2e) Parking Lot Bioswale
- (2f) Picnic Area
- (2g) Heritage Fruit Orchard

TENTATIVE PARCEL MERGER MAP 1 OF 2

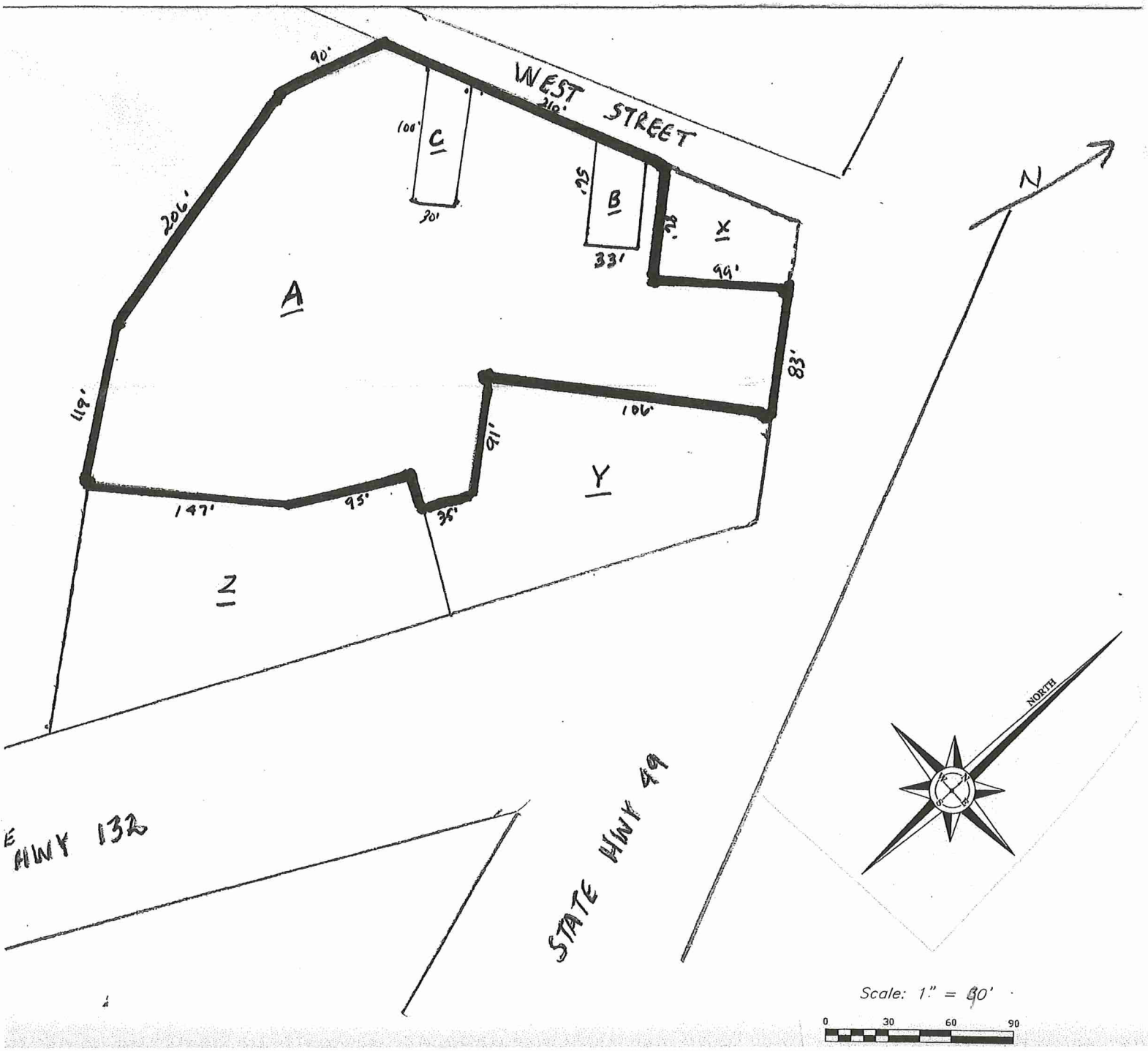
**Parcel A** = current APN 002-0[illegible]-010 2.390 AC
**Parcel B** = current APN 002-070-009 0.050 AC
**Parcel C** – current APN 002-070-002 0.067 AC

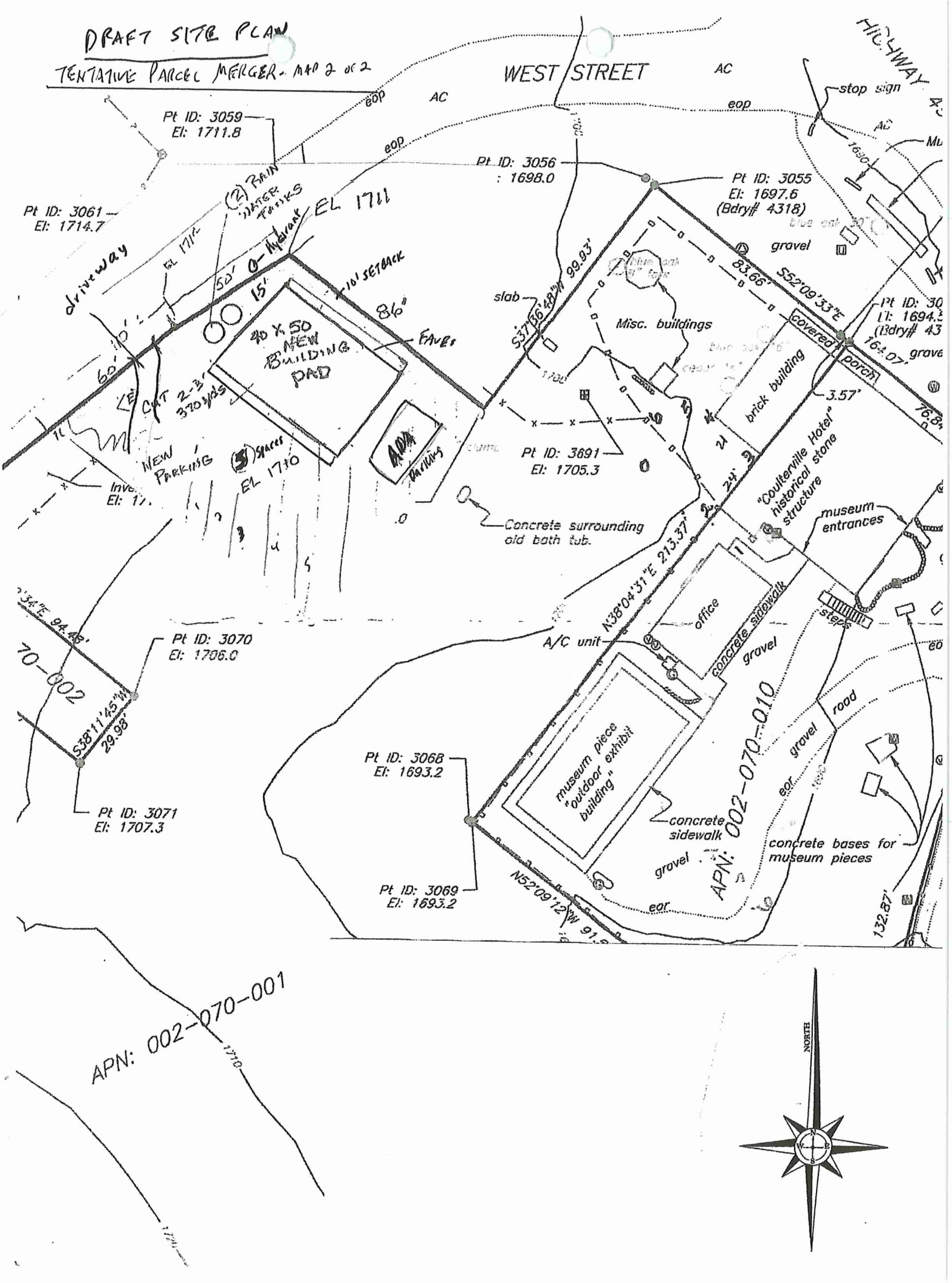
Total acreage of all 3 parcels = 2.507 AC
Proposed merged parcel acreage total = 2.507 AC

We propose to merge all 3 of the above parcels into one parcel. (delineated by BLACK lines)

Parcel X – APN 002-070- 0.15 AC neighboring property owned by McKinnon
Parcel Y – APN: 002-070-010 0.66 AC applicant's property - existing museum buildings
Parcel Z – APN 002-070-013 0.70 AC neighboring property owned by Rachel Harris

New storage building to be connected to Town of Coulterville domestic water & sewer system.




DRAFT SITE PLAN
TENTATIVE PARCEL MERGER - MAP 2 OF 2
WEST STREET
HIGHWAY
AC
eop
stop sign
Pt ID: 3059
El: 1711.8
Pt ID: 3056
: 1698.0
Pt ID: 3055
El: 1697.6
(Bdry# 4318)
Pt ID: 3061
El: 1714.7
(2) RAIN WATER TANKS
EL 1711
driveway
50'
0-Hydrant
15'
10' SETBACK
86"
EAVES
40 X 50 NEW BUILDING PAD
6.0'
CUT 2-3' 370yds
NEW PARKING
(5) Spaces
EL 1710
ADA
Markings
gravel
83.66'
S52°09'33"E
slab
S37°36'48"W 99.93'
Misc. buildings
covered
porch
brick building
3.57'
Pt ID: 3691
El: 1705.3
Concrete surrounding old bath tub.
"Coulterville Hotel" historical stone structure
museum entrances
N38°04'31"E 213.37'
office
concrete sidewalk
steps
A/C unit
gravel
road
Pt ID: 3070
El: 1706.0
70-002
S38°11'45"W
29.98'
Pt ID: 3071
El: 1707.3
Pt ID: 3068
El: 1693.2
museum piece "outdoor exhibit building"
concrete sidewalk
concrete bases for museum pieces
APN: 002-070-010
Pt ID: 3069
El: 1693.2
N52°09'12"W
eor
132.87'
APN: 002-070-001
NORTH

# MARIPOSA COUNTY

Board of Supervisors

**RESOLUTION - ACTION REQUESTED**

MEETING: August 1, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Declare the Labor Day Parade a County Sponsored Event

---

**RECOMMENDATION AND JUSTIFICATION**

Declare the Labor Day Parade a County Sponsored Event

Provide a County Insurance Certificate to Caltrans; and Approve the Application for a Cal Trans Encroachment Permit in Support of Closing Highway 140 from 11:00 AM to 12:30 PM, Between Highway 49 North and Highway 49 South, on Saturday, September 2, 2023; and Authorize the Board of Supervisors Chair to Sign the Letter Documenting the Board's Support and Approval.

**BACKGROUND AND HISTORY OF BOARD ACTIONS**

The Board has traditionally supported the actions requested with regard to the annual Labor Day Parade Event.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION**

Do not approve, the annual parade will be cancelled.

**FINANCIAL IMPACT**

None

**ATTACHMENTS**

1. **Encroachment Permit**
2. **Letter from Lions Club**
3. **Letter from CHP to BOS**
4. **Map**

# COUNTY OF MARIPOSA
# APPLICATION FOR ENCROACHMENT PERMIT

TO: PUBLIC WORKS DEPARTMENT
4639 BEN HUR ROAD
MARIPOSA, CA 95338

DATE: May 25, 2023 Building Permit #: _____

APPLICANT: Mariposa Lions Club

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT AND/OR OTHERWISE ENCROACH ON A COUNTY RIGHT-OF-WAY ON (ADDRESS) NA AND AGREES TO DO THE WORK IN ACCORDANCE WITH COUNTY RULES AND REGULATIONS AND SUBJECT TO COUNTY INSPECTION AND APPROVAL, BY PERFORMING THE FOLLOWING WORK (PLEASE COMPLETE ALL THAT APPLY):

1. ☐ DRIVEWAY
   ☐ ROAD CROSSING
   (WATER PIPE, CULVERT, ETC. EXPLAIN BELOW)
   ☑ SPECIAL EVENT (EXPLAIN BELOW)
   DATE OF EVENT 9/2/2023
   ☐ OTHER (EXPLAIN BELOW)

   Annual Labor Day Pay Parade down Hwy 140 Beginning at 10:00am. All streets will be close and monitored by Lion's club members.

2. DRIVING INSTRUCTIONS FROM A KNOWN LANDMARK TO LOCATION OF ENCROACHMENT, I.E., INTERSECTION OF COUNTY ROADS, STATE HIGHWAYS OR TOWN, ETC.

   Starting at Cloakly Circle and ending at the Hwy 140/49 junction.

3. ATTACH MAP SHOWING LOCATION AND SKETCHES SHOWING WHAT IS TO BE DONE. SHOW LOCATION OF THE STAKE MARKING PROPOSED ENCROACHMENT OR WORK TO BE DONE.

4. ASSESSOR'S PARCEL NUMBER: NA

5. ADDRESS OF PARCEL: NA

APPLICANT IS REQUESTED TO STAKE THE ENCROACHMENT LOCATION WITH THE **PINK CARD** PROVIDED.
NO PERMIT WILL BE ISSUED UNTIL POSTING HAS BEEN COMPLETED AND APPROPRIATE FEES HAVE BEEN COLLECTED.
WORK WILL NOT BE STARTED UNTIL AN ENCROACHMENT PERMIT HAS BEEN ISSUED BY THE DEPARTMENT OF PUBLIC WORKS.

PERMIT NO.: _____

OWNERS NAME: _____

DATE ISSUED: _____

PRINTED NAME OF APPLICANT: Mariposa Lion's Club

PHONE NUMBER: _____

SIGNATURE OF APPLICANT: _____

MAILING ADDRESS: PO Box 801

Mariposa, CA 95338

**Mariposa Lions Club**
P.O. Box 801
Mariposa, CA 95338

*"We Served"*

May 25, 2023

Mariposa Board of Supervisors
PO Box 784
Mariposa, CA 95338

Re: Annual Labor Day Fair Parade

Dear Board of Supervisors,

This year the annual Labor Day parade is on Saturday, September 2, 2023. Each year the Mariposa lions Club asks the Board of Supervisors to declare the parade a County sponsored event and requests an issuance of an insurance certificate.

The Mariposa Lions Club is again asking the Board of Supervisors to declare the event a County sponsored event.

If you have any additional questions, please kmwutah@gmail.com or 209-628-2561

Thank you,
Keith Williams
Mariposa Lions Club

State of California -- Transportation Agency GAVIN NEWSOM, Governor

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
Mariposa CHP Area
5264 Highway 49 North
Mariposa, CA 95338
(209)966-3656
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)

June 6, 2023

File No.:455.15326.A16737.LaborDayParade

Mariposa County Board of Supervisors
P.O. Box 276
Mariposa, CA 95338

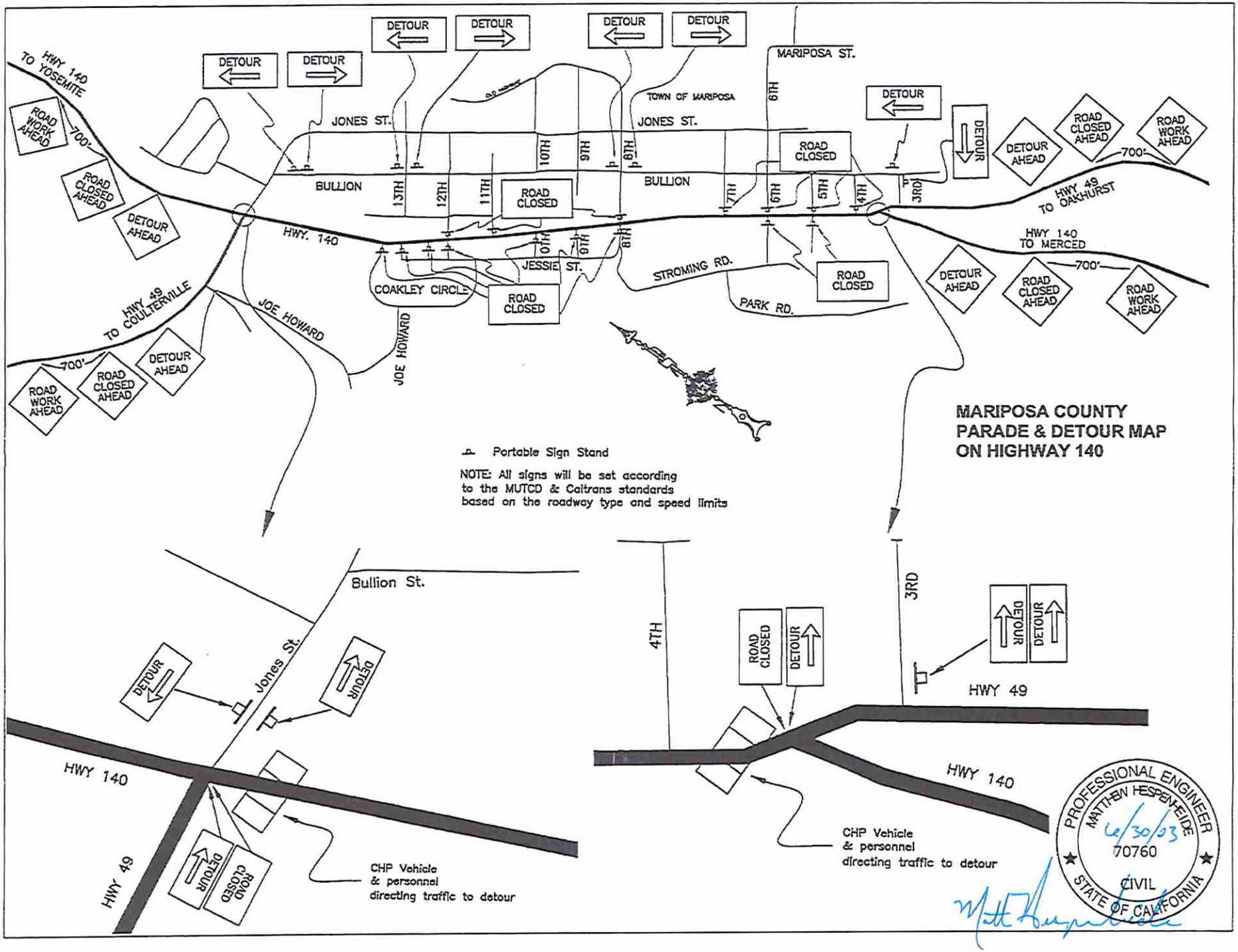
Dear Board Members:

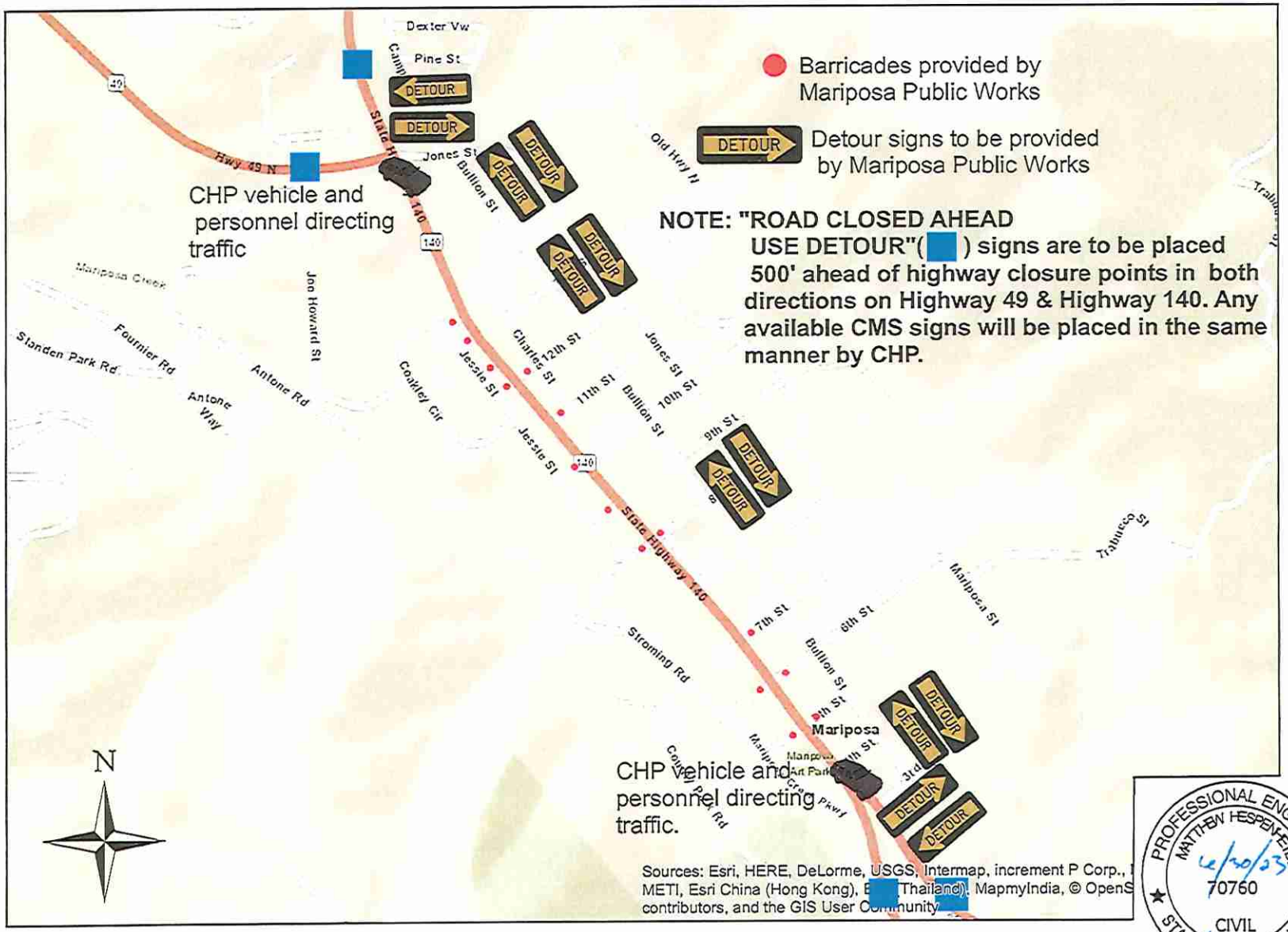
The Mariposa office of the California Highway Patrol has received and reviewed an application from the Labor Day Parade. This event is scheduled for September 2, 2023. We ask that while the event is being held, the responsible individual(s) requesting approval, ensure adequate parking areas are available to both event personnel and attendees to prevent any vehicles from parking or interfering with traffic on SR 140 or SR 49. In the event more vehicles arrive than anticipated, the responsible individual(s) are asked to immediately notify the CHP at (209) 356-2900.

We appreciate you allowing us the opportunity to respond to the potential concerns we foresee. In the event there is any problem obtaining the Cal Trans encroachment permit please contact us. If there is any additional assistance which can be provided by the California Highway Patrol, please contact Sergeant Steven Lewis at (209) 966-3656.

Sincerely,

G. PERSOL II, Lieutenant
Commander
Mariposa Area


HWY 140 TO YOSEMITE
ROAD WORK AHEAD
700'
ROAD CLOSED AHEAD
DETOUR AHEAD
HWY 49 TO COULTERVILLE
DETOUR
JONES ST.
BULLION
HWY. 140
TOWN OF MARIPOSA
MARIPOSA ST.
ROAD CLOSED
JESSIE ST.
COAKLEY CIRCLE
JOE HOWARD
STROMING RD.
PARK RD.
HWY 49 TO OAKHURST
HWY 140 TO MERCED
13TH
12TH
11TH
10TH
9TH
8TH
7TH
6TH
5TH
4TH
3RD
MARIPOSA COUNTY
PARADE & DETOUR MAP
ON HIGHWAY 140
Portable Sign Stand
NOTE: All signs will be set according to the MUTCD & Caltrans standards based on the roadway type and speed limits
Bullion St.
Jones St.
HWY 140
HWY 49
ROAD CLOSED
CHP Vehicle & personnel directing traffic to detour
4TH
3RD
HWY 49
HWY 140
CHP Vehicle & personnel directing traffic to detour
PROFESSIONAL ENGINEER
MATTHEW HESPENHEIDE
6/30/23
70760
CIVIL
STATE OF CALIFORNIA




PROFESSIONAL ENGINEER
MATTHEW HESPENHEIDE
4/30/23
70760
CIVIL
STATE OF CALIFORNIA

# MARIPOSA COUNTY

Board of Supervisors

**RESOLUTION - ACTION REQUESTED 2023-416**

MEETING: August 1, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve the Donation of a Grant-Funded Type-1 Pierce Contender Fire Engine to Merced County Fire Department, Along With Transfer of Grant Responsibilities and Provision Attached

---

**RECOMMENDATION AND JUSTIFICATION**

Approve the Donation of a Grant-Funded Type-1 Pierce Contender Fire Engine to Merced County Fire Department, Along With Transfer of Grant Responsibilities and Provision Attached

In 2008, Mariposa County Fire received a FEMA grant to purchase a demo/prototype fire engine, number E-9159, VIN 4P1CC01M89A009159, to use as a template for the replacement of the then-aging County Fire Fleet. Recent evaluation of the County Fire fleet has recognized less need for as many of these larger, structural-type engines and has implemented a replacement plan that reduces the number of larger engines in favor of more urban interface-type equipment while maintaining capabilities to respond to structural, commercial, and wildland fires.

Mariposa County Fire has, through a cooperative agreement with CalFire and Merced County Fire, supported Merced County Fire Academy with Mariposa County engines. In return, Mariposa County Fire has been able to exercise engines and receive no-cost classes and use of Merced County Fire Academy grounds.

The grant holder, FEMA, has confirmed that the sale of this prototype engine would require payback to FEMA of grant funds up to full market value, which is currently $150,000. The prototype engine is currently used at the Academy. County Fire and Public Works Fleet Division would like to continue the relationship with Merced County Fire through the donation of this engine and the transfer of grant responsibilities and provisions to Merced County Fire.

**BACKGROUND AND HISTORY OF BOARD ACTIONS**

The Board has previously donated vehicles and/or equipment to outside agencies.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION**

Negative action would result in the continued maintenance and upkeep costs of this fire engine, until such time that its market value drops below the original County share of cost of $15,410.

**FINANCIAL IMPACT**

No financial impact if donated, as this unit has depreciated beyond Mariposa County's original grant share of $15,410.

**ATTACHMENTS**

1. **Mariposa FEMA MEMO**
2. **E-9159 BILL OF SALE**
3. **Mariposa Donation Signed**

**VOTE RESULT**

| | |
|---|---|
| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District I Supervisor Rosemarie Smallcombe |
| **SECONDER:** | District IV Supervisor Wayne Forsythe |
| **AYES:** | District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe |

Mariposa County
Department of Public Works

Roads – Parks & Recreation – Facilities - Airport
Engineering – Surveying – Transportation – Utility Operations
Fleet Maintenance – Solid Waste - Cemeteries

*Team, Service, Stewardship*

4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356 office
(209) 966-2828 fax
www.mariposacounty.org

| | |
|---|---|
| **To:** | AFG Program, Department of Homeland Security/FEMA |
| **From:** | Brad Jouett, Fleet Manager |
| **Subject:** | Disposition Request, EMW-2006-FG-13550 |
| **Date:** | July 3, 2023 |

The Mariposa County Fire Department was awarded grant number EMW-2007-FV-02318 and purchased a 2009 Pierce Commander fire engine, VIN 4P1CC01M89A009159. Due to lack of need for this equipment Mariposa County Fire is donating this engine and requesting transfer grant EMW-2007-FV-02318 to the Merced County Fire Department for any future sale or disposal of referenced engine. The estimated market price of the engine at time of donation was $150,000.00.

Sending Party: Signature block

Shannon Hansen, Director
Mariposa County Public Works
209-966-5356

Receiving Party: Signature Block

Raul Lomeli-Mendez
County Executive Officer
County of Merced
2222 M St, Merced, Ca. 95340

# BILL OF SALE

*A Public Service Agency*

## VEHICLE/VESSEL DESCRIPTION

| IDENTIFICATION NUMBER | YEAR MODEL | MAKE | LICENSE PLATE/CF # | MOTORCYCLE ENGINE # |
|---|---|---|---|---|
| 4P1CC01M89A009159 | 2009 | PIER | 1300092 | |

I/We Mariposa County (PRINT SELLER'S NAME[S]) sell, transfer, and deliver the above vehicle/vessel

to Merced County Fire Department (PRINT BUYER'S NAME[S]) on 07 (MO) 03 (DAY) 2023 (YR) for the amount of $ 0.00 (SELLING PRICE)

If this was a gift, indicate relationship: Inter-agency donation *(e.g., parents, spouse, friend, etc.)* $ 150,000.00 (GIFT VALUE)

## SELLER

***I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.***

| PRINT NAME | SIGNATURE | DATE | DL, ID OR DEALER # |
|---|---|---|---|
| Bradley Jouett (Fleet Mgr.) | X FOR MARIPOSA COUNTY | 07/03/2023 | C5741964 |
| PRINT NAME | SIGNATURE | DATE | DL, ID OR DEALER # |
| | X | | |

| MAILING ADDRESS | CITY | STATE | ZIP | DAYTIME PHONE # |
|---|---|---|---|---|
| 4639 BEN HUR RD. | MARIPOSA | CA | 95338 | 209-742-1141 |

## BUYER

PRINT NAME
Merced County Fire Department
PRINT NAME

| MAILING ADDRESS | CITY | STATE | ZIP |
|---|---|---|---|
| 3500 Apron Ave. | Atwater | CA | 95301 |

REG 135 (REV. 2/2007) WWW

*CUT ON LINE AND SAVE FOR YOUR RECORDS*


# BILL OF SALE

*A Public Service Agency*

## VEHICLE/VESSEL DESCRIPTION

| IDENTIFICATION NUMBER | YEAR MODEL | MAKE | LICENSE PLATE/CF # | MOTORCYCLE ENGINE # |
|---|---|---|---|---|
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| PRINT NAME | SIGNATURE | DATE | DL, ID OR DEALER # |
| | X | | |

| MAILING ADDRESS | CITY | STATE | ZIP | DAYTIME PHONE # |
|---|---|---|---|---|
| 4639 BEN HUR RD. | MARIPOSA | CA | 95338 | 209-742-1141 |

## BUYER

PRINT NAME
Merced County Fire Department
PRINT NAME

| MAILING ADDRESS | CITY | STATE | ZIP |
|---|---|---|---|
| 3500 Apron Ave. | Atwater | CA | 95301 |

REG 135 (REV. 2/2007) WWW

# Merced County Receipt of Donation Form

*(One copy to Purchasing Agent, one copy to Department, one copy to donor, and one copy to Auditor-Controller within 30 days of acceptance)*

Date: 12/28/2022 Phone: 209-966-2285

Name: Mariposa County Address: 4639 Ben Hur Rd. 95338

Social Security Number: _____

Type of Donation: _____ Cash X Land, Goods, Services

Donor Estimate of Current Value of Donation (Fair Market Value): $150,000

X No goods or services were provided in exchange, in whole or in part, for the donation.

X If land, goods, or services, describe land, goods or services donated and provide serial #/VIN # if applicable 2009 Pierce Contender Type 1 Fire Engine VIN# 4P1CC01M89A009159

X This donation is to be used at the County's discretion; or

_____ This donation is to be used specifically for the following purpose: _____

Potential immediate or initial acquisition or installation cost, ongoing maintenance or replacement cost: _____

Department & Budget Unit Receiving Donation: Merced County Fire

Remarks: _____

Person completing this form: Brad Jouett- Fleet Manager Phone #: 209-966-2285

Signature of Donor: _____ FOR MARIPOSA COUNTY

Approved: X Denied: _____

Date: 1/27/2023 Department Head/CEO Signature: _____

**Donation is tax deductible to the extent allowable by law. Merced County Tax ID # 94-6000521.**

**Note: Merced County cannot guarantee future funding for repair, maintenance, use or replacement of donated items.**

# MARIPOSA COUNTY

Board of Supervisors

**RESOLUTION - ACTION REQUESTED 2023-417**

| | |
|---|---|
| MEETING: | August 1, 2023 |
| TO: | The Board of Supervisors |
| FROM: | Shannon Hansen, Director of Public Works and Transportation |
| RE: | Authorize the Public Works Director to Award Financial Support to Mariposa County Youth Sports Organizations |

---

**RECOMMENDATION AND JUSTIFICATION**

Authorize the Public Works Director to Award Financial Support to Mariposa County Youth Sports Organizations as Follows:

Little League $2,000, Bears Football $3,000, Yosemite Composite Mountain Bike Team $1,000, and Youth Soccer $1,000.

The Board appropriated a total of $7,000 in the Parks and Recreation FY 22/23 budget to assist Mariposa families with the affordability of local youth sports programming while also investing in the financial sustainability of youth sports programming in Mariposa County. Staff reached out to the various youth sports organizations seeking letters of request for financial assistance for local sports groups. Parks & Recreation received four letters of request for assistance.

**BACKGROUND AND HISTORY OF BOARD ACTIONS**

On June 7, 2023, the Parks & Recreation Commission met to discuss the four letters that were received requesting funds for their sports group. The groups were asked how many kids are enrolled, length of the program, cost of the program, and what the grant monies would be used for. The Commission made the monetary awards based on the needs of each organization.
In the past, the Board has made similar investments in sports organizations serving the youth of Mariposa County.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION**

Do not approve, the appropriated fund disbursements will not be spent or reapportioned and this investment in youth sports programming will cause escalating participation fees and the inability of organizations to assist families with the affordability of participation.

**FINANCIAL IMPACT**

No Financial Impact. These funds are budgeted.

**ATTACHMENTS**

1. **Youth Sports Letter**
2. **Mariposa Bears Football & Cheer - Grant Request**
3. **Mariposa County Little League - Grant Request**

4. **Mariposa soccor League - Grant Request**
5. **Yosemite Composite Mountain Bike Team - Grant Request**

**VOTE RESULT**

| | |
|---|---|
| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District I Supervisor Rosemarie Smallcombe |
| **SECONDER:** | District IV Supervisor Wayne Forsythe |
| **AYES:** | District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe |

# Mariposa County
# Department of Public Works

Airport – Cemeteries – Engineering – Facilities - Fleet Maintenance – Parks & Recreation – Roads - Solid Waste – Surveyor – Transportation – Utility Operations

***Team, Service, Stewardship***

4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356 office
(209) 966-2828 fax
www.mariposacounty.org


February 3, 2023

Attn: Youth Sports Club President

Mariposa Parks & Recreation is excited to reach out to youth sport organizations within the community to inform you of the opportunity to receive funding through our Youth Sports grants. We currently have $7,000 available to help support the youths of Mariposa County.

If you are interested in applying to receive funding that can help benefit and/or improve your youth sport league, please submit a letter detailing your program. Included in your letter, please provide the number of youths enrolled, age range, average cost per child, what the funds will be used for and the amount of funding you are requesting.

Please keep in mind that our goal is to be able to provide grants to each program that applies. Please submit all letters to the Mariposa County Parks & Recreation office at PO Box 732 no later than February 20th. We look forward to hearing back from you.

Thank you,
Lexie Verdugo
Recreation Manager
Mariposa County Parks & Recreation

MARIPOSA BEARS
Youth Football & Cheer
P.O. Box 1355 Mariposa CA, 95338 info@mariposabears.org

Dear Mariposa Parks & Recreation,

Thank you for reaching out and allowing us the opportunity to request funding through the Youth Sports grant.

The Mariposa Bears Youth Football & Cheer organization is committed to promoting community, citizenship, good sportsmanship, and the physical/mental development of our youth. The program is offered to both boys and girls ages 5 through 14 across Mariposa County. Through our football and cheer program, children can participate in healthy and organized competition and develop teamwork with their peers. We are expecting 105-130 participants this year. Our registration fees range from $225 to $525. Our goal is to provide all children the opportunity to play despite their financial situation.

Our Board of Directors is composed of all volunteers and have been serving our community for many years. This year our Executive Board is composed of all new members and are challenged with reorganizing, in addition to the regular operational tasks. The most important steps in the planning process for a successful year is obtaining local and corporate sponsorship from business and organizations, to help offset some of the cost associated with the program. So, your grant offer comes in timely, and it is greatly appreciated. We have many initiatives to which we can apply your grant funds to. Some of these include the following:

- $7,000.00 – Uniforms
- $6,000.00 – On duty EMT at all our home games
- $5,000.00 – Helmets reconditioning for the season
- $3,000.00 – AED Defibrillator to have at practice and other events
- $2,000.00 – Insurance fees for the season covering participants

Again, we are grateful for your generosity, any amount will be well received and put to good use to serve our youth. Your grant may be tax deductible as Mariposa Bears is registered as a 501 c 3, not-for-profit organization. Our Federal Employer Identification Number (FEIN) is 81-3449457.

Sincerely,

Kaene Soto

President

Mariposa Bears Youth Football & Cheer

(714)928-7686

P+R Commission recommends $3,000

Mariposa Parks & Rec

Po Box 732

Mariposa, Ca 95338

Mariposa County Little League

Po Box 254

Mariposa, Ca 95338

February 19, 2023

To whom it may concern:

Mariposa County Little League is associated with Little League International providing baseball instruction and organized games to promote team work and to help build character and community awareness. We anticipate approximately 200 children ages 4-14 to sign up for the 2023 Spring season. Registration cost for kids 4-8 years-old is $75, with fees for 9-14 years-old being $100. We wish to use funds cover the cost of registration for players from underprivileged households, and those affected by the Oak Fire this past Summer. We'd also like to provide a nominal amount of baseball equipment to these same kids.

We are seeking a grant of $1,000 to help our 2023 season.

Thank you for this opportunity.

Kindly,

Mariposa Little League

Dear Lexie,

Thank you for the opportunity to request sponsorship from Mariposa County Parks & Recreation! We very much appreciate your support of Mariposa Soccer League - you and your team have been great to work with in coordinating the use of fields, lights, and bathrooms.

For 2023, we would like to request a $1,000 sponsorship to support two parts of our program. We would dedicate $600 to the use of lights at Woodland Park and at Mariposa County High School Grizzly Field. We would dedicate the remaining $400 to support a communication application called TeamSnap. As you know, we are excited to be working with the other youth sports programs to have one TeamSnap account for our entire community to use. Mariposa Soccer League would take the lead on setting up the license ($1,900/year to subscribe) and set up programs for all of the other leagues in our county. We would build the license so any Mariposa County youth sport or activity program could have access to the license at whatever cost they could afford (including Parks & Recreation programming - this could be great for swim lessons and summer camp, for instance!). The tool will make communication streamlined for families who have players and siblings involved in multiple sports - leagues would be able to assign coaches for ease of communication with parents, and parents can let coaches know if a player will miss a game - all in the mobile app. Each league would have a private program that the other leagues would not be able to see or interfere in. We could also promote opening dates for program registration and youth sport spirit stores through the app. Having all of the youth sports under one mobile app will be a great addition to our county for the 2023 season. MCHS will also be requiring the use of TeamSnap for all of the sports at the high school, making it a seamless transition in communications for our players of all youth sports in the County as they transition to high school athletics.

Thanks for considering our request of $1,000 this year. In return, your sponsorship will be promoted on our website, social media, and we will put Mariposa Parks & Recreation on the back of one of our recreation teams jerseys this fall.

Thanks again and we look forward to hearing from you!
Kass Bissmeyer
President, Mariposa Soccer League
mariposasoccerleague@gmail.com

Yosemite Composite Mountain Bike Team
PO Box 410
Mariposa, CA 95338

Lexie Verdugo
Recreation Manager
Mariposa County Parks and Recreation

Dear Lexie,

I'm writing to request funds for a youth sports organization, the Yosemite Composite Mountain Bike Team. "Yosemite Composite" was formed in 2022 and is open to all 6th – 12th grade students in Mariposa County. We are part of the National Interscholastic Cycling Association (NICA) and the Northern California Interscholastic Cycling League (www.norcalmtb.org).

Our season is December through May. We have 27 student-athletes and 13 licensed coaches in 2023. All coaches complete background checks and extensive training (concussion awareness, abuse prevention, first aid, bike skills, coaching philosophy). NICA provides our team with generous liability insurance. Coaches lead rides every Monday and Wednesday after school in Stockton Creek. On Saturdays we enjoy team rides at various locations. There are four race weekends held throughout Northern California. We compete with about 40 other teams and typically more than 1,000 kids attend race weekends. Racing is optional. We emphasize teamwork, building confidence on and off the bike and achieving personal bests.

Team members pay registration fees to NICA and the NorCal league ($90 total to leagues) and each race is $50 ($200 per child for all regular season races). Our team does not collect any fees.

We are requesting $1,000 from Mariposa Parks and Recreation to pay race fees for families that need assistance. This will cover 20 individual race registrations. We expect this full amount to be used for race registrations but any remaining funds will be used to purchase equipment to keep kids' bikes in good condition (e.g. tubes, tires, chains).

Yosemite South Gate Trail Cooperative (YSGTC) is a 501.c.3 that serves as our non-profit fiscal sponsor and manages funds for our team. The Tax ID# / EIN for YSGTC is 82-2682268.

Thank you for considering our request and for helping get more kids on bikes!

Please contact me with any questions.

Sincerely,

Mike Cleary
Team Director and Head Coach
Yosemite Composite Mountain Bike Team
www.yosemitemtb.com
209-617-5080

# MARIPOSA COUNTY

Board of Supervisors

**RESOLUTION - ACTION REQUESTED 2023-418**

MEETING: August 1, 2023

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Adopt a Resolution Approving an Agreement with the California Department of Parks and Recreation, Division of Boating and Waterways to participate in the Boating Safety and Enforcement Financial Aid Program for Fiscal Year 2023-2024

---

**RECOMMENDATION AND JUSTIFICATION**

Adopt a Resolution Approving an Agreement with the California Department of Parks and Recreation, Division of Boating and Waterways to participate in the Boating Safety and Enforcement Financial Aid Program for Fiscal Year 2023-2024

The Department of Boating and Waterways is obligated under Harbor and Navigation Code 663.7 (a) to provide financial aid for Boating Safety and Enforcement Programs to each county in the State of California. The proposed contract amount for the fiscal year 2023-2024 is $236,857.35.

The Mariposa County Sheriff's Office is responsible for boating safety and enforcement on the Merced River, Lake McClure and Lake McSwain. The Mariposa County Sheriff's Office currently has two full-time Sheriff Deputies assigned to the Boating Safety and Enforcement Program. The funding received pays for the personnel costs for the assigned Sheriff Deputies and a portion of the operational costs. The Sheriff Deputies are charged with providing boating safety and enforcement to the population that visit Lake McClure, Lake McSwain, and the Merced River.

Harbors and Navigation Code 663.7(e) The department shall not allocate funds to any county or a public agency within a county unless the department receives a resolution adopted annually by the board of supervisors authorizing the county to participate in the program and certifying that the county will expend for boating safety programs during that year not less than an amount equal to 100 percent of the amount received by the county from personal property taxes on vessels. The money allocated to a county pursuant to subdivision (a) shall be used only for boating safety and enforcement programs, as specified in subdivision (a), that are conducted in that county.

**BACKGROUND AND HISTORY OF BOARD ACTIONS**

Mariposa County has been participating in the financial aid program since 1987.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION**

Failure to sign the financial aid program contract would result in Mariposa County incurring 100% of the cost to provide boating safety and enforcement or to reduce services in boating safety and enforcement.

**FINANCIAL IMPACT**

None, these funds have be included in the requested budget for FY24

**ATTACHMENTS**

1. **Boating Resolution**
2. **FY 24 Boating agreement**
3. **FY 24 Boating Tax form**
4. **Resolution_2022-727**

**VOTE RESULT**

| | |
|---|---|
| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District I Supervisor Rosemarie Smallcombe |
| **SECONDER:** | District IV Supervisor Wayne Forsythe |
| **AYES:** | District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe |

**MARIPOSA COUNTY RESOLUTION NUMBER 2023-**
**A RESOLUTION AUTHORIZING MARIPOSA COUNTY SHERIFF'S OFFICE TO ENTER INTO AN AGREEMENT WITH THE BOATING SAFETY AND ENFORCEMENT FINANCIAL AID PROGRAM FROM THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS- FY23/24**

**WHEREAS**, funding from the Boating Safety and Enforcement Financial Aid Program helps support the provision of necessary law enforcement services on the waterways of Mariposa County; and

**WHEREAS**, Harbors and Navigation Code Section 663.7{e) and California Code of Regulations Section 6593.4 together require that certain assurances be provided as a condition of receiving such financial aid; and

**WHEREAS**, the Mariposa County Sheriff, or his designee, is hereby authorized and directed on behalf of the County of Mariposa, a political subdivision of the State of California, to submit an application to the California Department of Parks and Recreation, Division of Boating and Waterways for the Boating Safety and Enforcement Financial Aid Program for Fiscal Year 2023-2024 for funding in the amount of $268,857.35, and to have signature authority on the application and other program application related documents, and to do and perform everything necessary for the purpose of the Resolution; and

**NOW, THEREFORE BE IT RESOLVED**, that the Mariposa County Board of Supervisors County is authorized to participate in the Fiscal Year 2023- 2024 Boating Safety and Enforcement Financial Aid Program, that the County shall expend for boating safety programs during the year not less than an amount equal to 100% of the amount received by the County from personal property taxes on vessels, and that the County Auditor is authorized to certify the amount of prior year vessel taxes received by the County.

**PASSED AND ADOPTED** by the Board of Supervisors of Mariposa County on this 1st day of August 2023, by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAIN:

_____
MILES MENETREY, Chair
Mariposa County Board of Supervisors

ATTEST:

_____
Danielle Bondshu, Clerk of the Board

APPROVED AS TO FORM

_____
Steven Dahlem, County Counsel

# Boating Safety and Enforcement Financial Aid Program Agreement

This agreement entered into this ***1ST day of July, 2023***, by and between the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS, hereinafter called "Department," and the ***COUNTY OF MARIPOSA,*** hereinafter called "Agency";

**WITNESSETH**

**WHEREAS**, Contingent on approval of **Governor's Fiscal Year 2023-24 Budget Act**, the Department intends to agree with Agency for the purpose of performing boating safety and enforcement activities as described in Title 14, California Code of Regulations Section 6593.3; and

**WHEREAS**, Agency is equipped, staffed and prepared to provide such services on the terms and conditions set forth in this agreement and in accordance with Title 14, California Code of Regulations Section 6593 et seq.; and

**WHEREAS**, pursuant to Title 14, California Code of Regulations Section 6593.6, Department shall enter into an annual agreement with each participating agency;

**NOW, THEREFORE**, it is mutually agreed as follows:

## I. Applicable Law

Agency shall observe and comply with all applicable federal, state, and county statutes, ordinances, regulations, directives, and laws, including, but not limited to, Harbors and Navigation Code Section 663.7 and Section 6593 et seq. of Title 14, California Code of Regulations. Agreement shall be deemed to be executed within the State of California and construed and governed by the laws of the State of California.

## II. Description of Services

Agency shall conduct boating safety and enforcement activities in the jurisdiction of the Agency in consideration of the payments hereinafter set forth.

## III. Payments

A. Maximum Amount. The amount the Department shall be obligated to pay for services rendered under this agreement shall not exceed ***$231,827.00*** for the agreement term in full consideration of Agency's performance of the services described in this agreement.

B. Rate of Payment. The Department shall reimburse Agency in accordance with the reimbursement procedures set forth in Title 14, California Code of Regulations Section 6593.9.

C. Submission of Claims. Agency shall submit claims for reimbursement to the Department contact person identified in paragraph V of this contract on a ___monthly **OR** _**X**_quarterly basis. **(Please check one)**

D. Failure to Submit Claims. Claims for reimbursement shall be submitted within 60 days following the last day of the reporting period. Pursuant to Title 14, California Code of Regulations 6593.9 (i), the Department may reduce an Agency's allocation by five percent if the Agency exceeds the sixty-day billing period and an additional five percent for every thirty-day period thereafter that the Agency is late in filing a claim.

## IV. Records

Agency shall maintain records pursuant to Section 6593.10 of Title 14, California Code of Regulations.

## V. Notice

Notice shall be in writing and shall be deemed to have been served when it is deposited in the United States mail, first class postage prepaid, and addressed as follows:

| ***TO DEPARTMENT*** | ***TO AGENCY*** |
|---|---|
| *Ms. Joanna Andrade* | *Mariposa County Sheriff* |
| *Department of Parks and Recreation* | *5099 Old Hwy N.* |
| *Division of Boating and Waterways* | *Mariposa, CA 95338* |
| *715 P Street, 12th floor* | |
| *Sacramento, CA 95814* | |

Either party may change the address to which subsequent notice and/or other communication can be sent by giving written notice designating a change of address to the other party.

## VI. Term

This agreement shall be for the term beginning **July 1, 2023**, and ending **June 30, 2024**.

## VII. Prior Agreements

All prior agreements regarding this subject matter between Department and Agency are hereby terminated effective June 30 prior to the term beginning date of this agreement.

## VIII. Amendment

No amendment or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto.

## IX. Termination

Agency may terminate this agreement without cause in writing at any time. Department may terminate this agreement without cause upon a sixty (60) days written notice served upon the Agency.

## X. Special Provisions

A. Agency hereby certifies that the obligations created by this agreement do not violate the provisions of Sections 1090 to 1096 of the Government Code.

B. This agreement shall have no force or effect until signed by the Department, Agency, and approved by the Department of General Services Legal Department, if required.

C. Agency shall continue with the responsibilities of this agreement during any dispute.

D. In the event of an allocation reduction for this program, an equal allotment will be decrease from every participant.

E. Failure by the Agency to comply with the terms of this agreement may jeopardize the Agency's ability to be awarded funding in future funding opportunities offered by the Department of Parks and Recreation.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS

By: _____

*California Department of Parks and Recreation, Division of Boating and Waterways*

Date: _____

"Department"

COUNTY OF MARIPOSA

By: Jeremy Briese (Jun 29, 2023 13:22 PDT)

Title: Sheriff

Date: June 29, 2023

"Agency"

# FY 24 Boating agreement

Final Audit Report 2023-06-29

| | |
|---|---|
| Created: | 2023-06-29 |
| By: | Mike Charman (mcharman@mariposacounty.org) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAW7Vu7bqx8vp1y7zHiReoFHg9Pf6MnP7r |

## "FY 24 Boating agreement" History

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Signature Date: 2023-06-29 - 8:22:13 PM GMT - Time Source: server- IP address: 64.118.100.36

Agreement completed.
2023-06-29 - 8:22:13 PM GMT

# Fiscal Year 2023-2024

**Agency** Mariposa County Sheriff's Office

**County** Mariposa

Total estimated costs are offset by the estimated prior year vessel taxes received by the county to determine the maximum amount of financial aid you are eligible for. Vessel taxes received by the county represent 100% of the amount received by the county from the share of personal property taxes on vessels allocated to the County General Fund for boating safety and enforcement activities. Report on line 1 the estimated amount of prior year vessel taxes you anticipate you will receive.

**1. Estimated boat tax revenues from prior fiscal year** **$ 29,850.00**

**Certification**

I attest that I am a duly authorized representative of the auditor's office of

_____ county/city;

and that this calculation results in the best estimate of boat tax revenues for the fiscal year noted.

SIGNATURE

November 29, 2022
DATE

Rebecca Ramirez
TYPED NAME AND TITLE

209-966-7606
TELEPHONE

# MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

**RESOLUTION - ACTION REQUESTED 2022-727**

MEETING: December 20, 2022

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Authorize the Sheriff to Apply for Financial Aid from the California State Parks and Recreation

---

**RECOMMENDATION AND JUSTIFICATION:**
Authorize the Sheriff to Apply for Financial Aid from the California State Parks and Recreation Boating Safety and Enforcement Program; Authorize the Sheriff to Sign the Application; Authorize the Sheriff to Sign the Department's Form for Each Reimbursement Claim; and Authorize the County Auditor to Certify the Amount of Prior Year Vessel Taxes Received by the County (Subject to Approval as to Legal Form by County Counsel).

Due to program requirements and program oversight by the Sheriff, it is in the best interest of the County to have the Sheriff execute the agreements for continuity purposes.

The total amount requested in the application is $268,857.35

This Financial Aid opportunity will be used for the Boating Safety and Enforcement program. The Mariposa County Sheriff's Office currently conducts Boating enforcement on Lake McClure, Lake McSwain and the Merced River.

**BACKGROUND AND HISTORY OF BOARD ACTIONS:**
The Mariposa County Board of Supervisors has approved similar requests in past years.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**
Should this authority not be granted the County and the Department will miss out on this funding opportunity and will impact the general fund.

**FINANCIAL IMPACT:**
**To receive $268,857.35 for Boating and Waterways and off-set the impact to the General Fund.**
**01/11/23 001-0219-523-5601 · State Revenue $268,857.35**

**ATTACHMENTS:**
**Boating item for Sheriff (PDF)**

REF ID# 13586

**RESULT:** **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
**MOVER:** Marshall Long, District III Supervisor
**SECONDER:** Wayne Forsythe, District IV Supervisor
**AYES:** Rosemarie Smallcombe, Marshall Long, Wayne Forsythe
**EXCUSED:** Miles Menetrey

California State Parks and Recreation

State of California - Natural Resources Agency

# Application for Financial Aid -- 801
# Fiscal Year 2023-2024

**Agency** Mariposa County Sheriff **County** Mariposa

**Address** P.O. Box 276, Mariposa, CA, 95338

**General Description of Boating Safety and Enforcement Programs:**

*(Give a comprehensive description of all programs in the County. If more space is needed, please attach a separate sheet).*

| Waterways to be Patrolled | | | | | Estimated Density by Quarter[a/] | | | |
|---|---|---|---|---|---|---|---|---|
| Lakes, Open Ocean | Area in Square Miles | Primary Usage[b/] | Type(s) of Patrols[c/] | FT or PT[d/] | 1st | 2nd | 3rd | 4th |
| 1. Lake McClure | 11.5 | B | On-Water | FT | 2300 | 1200 | 850 | 2000 |
| 2. Lake McSwain | 1.75 | A | On-Water | FT | 250 | 150 | 100 | 200 |
| 3. | | | | | | | | |
| 4. | | | | | | | | |
| 5. | | | | | | | | |
| 6. | | | | | | | | |
| 7. | | | | | | | | |
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| 9. | | | | | | | | |
| 10. | | | | | | | | |
| 11. | | | | | | | | |
| 12. | | | | | | | | |
| 13. | | | | | | | | |
| 14. | | | | | | | | |
| Rivers | Length in Miles | Primary Usage[b/] | Type(s) of Patrols[c/] | FT or PT[d/] | 1st | 2nd | 3rd | 4th |
| 1. Merced River | 62 | B | On-Water | FT | 150 | 30 | 10 | 140 |
| 2. | | | | | | | | |
| 3. | | | | | | | | |
| 4. | | | | | | | | |
| 5. | | | | | | | | |
| 6. | | | | | | | | |
| 7. | | | | | | | | |
| 8. | | | | | | | | |
| 9. | | | | | | | | |
| 10. | | | | | | | | |

a/ Enter the highest number of boats on the waterway at any one time on any one day in each quarter, excluding holidays and holiday weekends.

b/ A = Fishing; B = Combined recreational boating activities (fishing, water skiing, pleasure boating, etc.)

c/ On-water, foot, truck/vehicle, and/or air

d/ FT = Full-time; PT = Part-time. If less than full-time, specify patrol schedule on a separate sheet.

California State Parks and Recreation

State of California - Natural Resources Agency

# Boating Safety and Enforcement Aid Program
# Proposed Program Costs -- 801.1
# Fiscal Year 2023-2024

**Agency** Mariposa County Sheriff

**Address** P.O. Box 276, Mariposa, CA, 95338 **County** Mariposa

## Proposed Program Costs

| | |
|---|---|
| 1. Personnel (Form 801.2) | $238,589.01 |
| 2. Operations, Maintenance and Equipment (Form 801.3)[a/] | $46,700.00 |
| 3. Total direct BS&E proposed program cost (2+3) | $285,289.01 |
| 4. Administrative costs[b/] | $13,418.34 |
| 5. Total BS&E proposed program costs (3+4) | $298,707.35 |
| 6. Less: Boat Taxes (Form 801.4) | $29,850.00 |
| 7. Total Net Proposed Program Cost (5-6) | $268,857.35 |

a/ New applicant agencies should use 30% of personnel costs to estimate operations, maintenance and equipment costs in lieu of form 801.3.

b/ Administrative costs cannot exceed five percent of direct BS&E proposed program cost (line 3).

*County Authorized Representative:*

Jeremy Briese
Jeremy Briese (Nov 29, 2022 11:25 PST)
SIGNATURE

Nov 29, 2022
DATE

Jeremy R. Briese
TYPED NAME

209-966-3615
TELEPHONE

Revised 2019

California State Parks and Recreation

State of California - Natural Resources Agency

# Boating Safety and Enforcement Aid Program
# Proposed Personnel Costs -- 801.2
# Fiscal Year 2023-2024

**Agency** Mariposa County Sheriff's Office **County** Mariposa

## Proposed Personnel Costs

**Employee Compensation**

| | Title | Grade | No. Hours or Months | Pay per Hour or Month | Total Compensation |
|---|---|---|---|---|---|
| 1. | Deputy Sheriff | 501-Step 5 | 12.00 | $6,511.14 | $78,133.68 |
| 2. | Deputy Sheriff | 501-Step 5 | 12.00 | $6,511.14 | $78,133.68 |
| 3. | | | | | |
| 4. | | | | | |
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| 16. | | | | | |
| 17. | | | | | |
| 18. | | | | | |
| 19. | | | | | |
| 20. | | | | | |
| 21. Total | | | 24.00 | | $156,267.36 |

22. Average Customary Fringe Benefit Percent 52.68000000%

23. Total Proposed Personnel Costs $238,589.01

California State Parks and Recreation

State of California - Natural Resources Agency

# Boating Safety and Enforcement Aid Program
# Proposed Operations, Maintenance and Equipment Costs -- 801.3
# Fiscal Year 2023-2024

**Agency** Mariposa Co. Sheriff **County** Mariposa

*Patrol Vessels:* Fuel $12,000.00 + Repair $5,000.00 + Storage _____ = $ 17,000.00

*Vehicles:* Miles 20,000 Mileage Allowance 0.585 = 11,700.00

LIST OTHER O&M AND EQUIPMENT

| | |
|---|---|
| 1. River/Lake Rescue Equipment | $ 2,500.00 |
| 2. Training | $ 4,000.00 |
| 3. Clothing/Foul Weather Gear | $ 500.00 |
| 4. Misc. Expense | $ 2,000.00 |
| 5. Communications | $ 1,000.00 |
| 6. Utilities | $ 3,000.00 |
| 7. Maintenance of Building/Heating, Electrical, Locks, etc | $ 1,000.00 |
| 8. Private Vehicle Use: Training Symposium | $ 1,000.00 |
| 9. First Aid Supplies | $ 500.00 |
| 10. Equipment | $ 1,000.00 |
| 11. Office Supplies | $ 500.00 |
| 12. Small Tools | $ 500.00 |
| 13. Hull Insurance | $ 500.00 |
| 14. | $ |
| 15. | $ |
| 16. | $ |
| 17. | $ |
| 18. | $ |
| 19. | $ |
| 20. | $ |
| 21. | $ |
| 22. | $ |
| 23. | $ |
| 24. | $ |
| 25. | $ |
| **Total** | $ 46,700.00 |

Revised 2019

California State Parks and Recreation

State of California - Natural Resources Agency

# Fiscal Year 2023-2024

**Agency** Mariposa County Sheriff's Office

**County** Mariposa

Total estimated costs are offset by the estimated prior year vessel taxes received by the county to determine the maximum amount of financial aid you are eligible for. Vessel taxes received by the county represent 100% of the amount received by the county from the share of personal property taxes on vessels allocated to the County General Fund for boating safety and enforcement activities. Report on line 1 the estimated amount of prior year vessel taxes you anticipate you will receive.

**1. Estimated boat tax revenues from prior fiscal year** $ **29,850.00**

## Certification

I attest that I am a duly authorized representative of the auditor's office of

_____ county/city;

and that this calculation results in the best estimate of boat tax revenues for the fiscal year noted.

Rebecca Ramirez

SIGNATURE

November 29, 2022

DATE

Rebecca Ramirez

TYPED NAME AND TITLE

209-966-7606

TELEPHONE

Revised 2019

# FY 24 Boating Grant Application

Final Audit Report 2022-11-29

| | |
|---|---|
| Created: | 2022-11-29 |
| By: | Mike Charman (mcharman@mariposacounty.org) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAJKYHNoyt8-_mQERdF4MPGaT0rxHFKKcA |

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Signature Date: 2022-11-29 - 7:25:51 PM GMT - Time Source: server- IP address: 64.118.100.36

Agreement completed.
2022-11-29 - 7:25:51 PM GMT

Adobe Acrobat Sign

# MARIPOSA COUNTY

Board of Supervisors

**RESOLUTION - ACTION REQUESTED 2023-419**

MEETING: August 1, 2023

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Approve an Agreement with the Department of Homeland Security/Federal Emergency Management Agency for Information Sharing; and Authorize the Sheriff to Sign the Agreement

---

**RECOMMENDATION AND JUSTIFICATION**

Approve an Agreement with the Department of Homeland Security/Federal Emergency Management Agency for Information Sharing; Authorize the Sheriff to Sign the Agreement.

This agreement will allow for information sharing for declared disasters. This agreement will safeguard requirements for sharing confidential information for unmet needs and prevent duplication of benefits for survivors.

**BACKGROUND AND HISTORY OF BOARD ACTIONS**

The board has approved items like this in the past

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION**

Confidential information can not be shared with FEMA for declared disasters.

**FINANCIAL IMPACT**

None

**ATTACHMENTS**

1. **FEMA Agreement Information Sharing**

**VOTE RESULT**

| | |
|---|---|
| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District I Supervisor Rosemarie Smallcombe |
| **SECONDER:** | District IV Supervisor Wayne Forsythe |
| **AYES:** | District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe |

DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency

# INFORMATION SHARING ACCESS AGREEMENT (ISAA)

# BETWEEN

# THE DEPARTMENT OF HOMELAND SECURITY/FEDERAL EMERGENCY MANAGEMENT AGENCY (DHS/FEMA)

# AND

# MARIPOSA COUNTY OF CALIFORNIA

1. **INTRODUCTION.** The U.S. Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA) and Mariposa County, California (hereinafter referred to as "Recipient Entity"), hereinafter collectively referred as the "Parties," voluntarily enter into this Information Sharing Access Agreement (ISAA) (alternatively "Agreement") to govern the collection, use, access, disclosure, security, and retention of the Personally Identifiable Information (PII) dataset(s) described herein.

2. **PURPOSE AND BACKGROUND.** The purpose of this Agreement is to document the safeguarding requirements for PII dataset(s) shared by FEMA with Recipient Entity to address unmet needs and prevent the duplication of benefits for survivors of DR4699CA.

[X] *REMOVE THIS PARAGRAPH IF THIS ISAA IS NOT FOR A DECLARED DISASTER OR EMERGENCY.*

a. The President declared a Major Disaster DR-4699-CA for the state/territory of California on 04/03/2023 as a result of Severe Winter Storms, Straightline Winds,Flooding, Landslides, and Mudslides. See 88 FR 21732.

b. Recipient Entity is a(n) local government entity.
Recipient Entity requires access to PII dataset(s) concerning disaster survivors
, as documented in Appendix A, to address unmet needs and prevent the duplication of benefits for survivors of DR4699CA.

[1] E.g. "NFIP Pivot is used to account for flood insurance policies and claims under the National Flood Insurance Program."

**3. AUTHORITIES.** *[Must be verified by program legal counsel]*

a. ☒ Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, Pub. L. No. 93-288 (1974), (codified at 42 U.S.C. §§ 5121-5207) (Stafford Act) ☐ National Flood Insurance Act of 1968, Pub. L. No. 90-448, Title XIII (1968) (42 U.S.C. 4001 et seq.) (NFIA) ☐ _____;

b. Privacy Act of 1974, as amended, 5 U.S.C. § 552a (Privacy Act);

c. ☐ DHS/FEMA 008 -Disaster Recovery Assistance Files System of Records (DRA), 78 Fed. Reg. 25,282 (Apr. 30, 2013) (DRA SORN) ☐ DHS/FEMA 003 –NFIP Files System of Records, 79 FR 28747 (May 19, 2014) (NFIP Files SORN) ☒ DHS/FEMA-008, Disaster Recovery Assistance Files System of Records, 87 Fed. Reg. 7852 (Feb 10, 2022) ("FEMA DRA SORN"),

i. Routine use I(3).

d. The E-Government Act of 2002, Public Law 107-347, §208; DHS/FEMA/PIA-049 Individual Assistance (IA) Program PIA;

**4. DEFINITIONS.**[2]

a. BREACH (synonymous with "PRIVACY INCIDENT"): The loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses personally identifiable information or (2) an authorized user accesses personally identifiable information for an other than authorized purposed.

b. INCIDENT (synonymous with IT SECURITY INCIDENT): An occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.

c. PERSONALLY IDENTIFIABLE INFORMATION: means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual.

**5. RECIPIENT RESPONSIBILITIES.** The Recipient Entity's responsibilities under this ISAA are as follows:

a. Maintain appropriate administrative, technical, and physical safeguards to ensure the security and confidentiality of records and to protect against any anticipated threats or hazards to their security or integrity which could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom information is maintained;

b. Maintain the PII dataset(s) provided by FEMA to the Recipient Entity separately or in a manner in which it is easily segregable from the entity's other information;

i. This does not refer to individual PII data elements which the Recipient Entity independently collects, verifies, documents, or incorporates in its records and/or systems separately from FEMA PII datasets for programs or services not addressed in this Agreement;

[2] *See* Handbook for Safeguarding Sensitive PII, Privacy Policy Directive 047-01-007, Revision 3, December 4, 2017.

c. Submit a written request to FEMA for any information request pursuant to this ISAA;

d. Each time PII is requested under this ISAA, indicate the specific purpose and use of the PII and the specific routine use under which the PII is being requested;

e. Use the PII provided pursuant to this ISAA only for the purpose(s) identified in this ISAA and consistent with the applicable Routine Use(s);

f. Restrict access to PII datasets provided by FEMA under this ISAA to authorized personnel and to entities under contract by the requestor (direct contractors) performing functions consistent with the purpose of this ISAA on behalf of Recipient Entity;

g. Retain the original dataset for only so long as necessary for the purposes of this agreement, but in any case, no longer than 14 days after termination of this ISAA.

h. Instruct all individuals with access to PII provided pursuant to this ISAA regarding the confidential nature of the information, the safeguard requirements of this Agreement, and the applicable criminal penalties and civil remedies specified in federal and state laws against unauthorized disclosure of the PII covered by this Agreement;

i. In a timely manner, take appropriate action with regard to any request made by FEMA for access, additions, changes, deletions, or corrections of PII and in a timely manner, notify FEMA of any data errors that it discovers;

j. The Recipient Entity shall ensure no Matching Program, as that term is defined in 5 U.S.C. § 552a(a)(8), will occur using the PII datasets shared under this agreement unless a separate Computer Matching Agreement is in place.

k. If at any time during the term of this ISAA any part of the PII dataset provided under this Agreement, ceases to be required by Recipient Entity for purpose(s) identified in this ISAA, or upon termination of the ISAA, whichever occurs first, within fourteen (14) days thereafter, promptly notify FEMA and securely return the PII to FEMA, or, at FEMA's written request destroy, un-install and/or remove all copies of such PII in the Recipient Entity's possession or control, and certify in writing to FEMA that such tasks have been completed.

**6. FEMA RESPONSIBILITIES.** FEMA's responsibilities under this ISAA are as follows:

a. Share with Recipient Entity only the PII dataset(s) documented in Appendix A to this ISAA;

b. Transmit or allow access to the information documented in Appendix A to the Recipient Entity in password protected format via encrypted email or via a FEMA-OCIO approved secure information technology (IT) portal, interface, or transfer tool;

c. Ensure that FEMA information provided to Recipient Entity is accurate, complete, and up-to-date as reasonably necessary;

d. Keep a record of the date, nature, and purpose of each disclosure of PII to Recipient Entity under this ISAA, to include the written request for information.

e. FEMA shall not take any adverse action or limit any of its Federal benefits as a result of this sharing of information.

## 7. THIRD PARTY ACCESS

a. **Ownership of PII Dataset(s).** Notwithstanding any other provision of this Agreement, the PII dataset(s) obtained by Recipient Entity from FEMA shall remain under the control of FEMA, and Recipient Entity will not further disclose PII dataset(s) provided by FEMA to outside third parties without express consent from FEMA or the individuals to whom the PII pertains.

   i. This does not refer to individual PII data elements which the Recipient Entity independently collects, verifies, documents, or incorporates in its records and/or systems for programs or services not addressed in this Agreement.

b. **Open Access/Freedom of Information Requests.** The Recipient Entity shall withhold PII provided by FEMA under this agreement from any open records or Freedom of Information Act (FOIA) response to the extent allowed by law. The Recipient Entity shall provide notice of any request for and/or disclosure of PII provided by FEMA under this agreement in response to open records or FOIA requests.

c. ☒ At this time, Recipient Entity has not indicated an intent to share FEMA PII with third-party contractors. If Recipient Entity utilizes a contractor in connection with its performance of its obligations under the ISAA and Recipient Entity intends to provide such contractor with access to FEMA PII, Recipient Entity shall not share data until notice of the identity of such contractor and the extent of the role that such contractor will play in connection with the purpose of this ISAA has been provided to and approved by FEMA.

d. All contractors granted access by FEMA to any FEMA PII must agree in writing with Recipient Entity to: (a) abide by the terms and conditions in this ISAA, including without limitation, provisions relating to compliance with the protection of FEMA PII and Notice of Privacy Incident; (b) restrict use of FEMA survivor/registrant PII only to the performance of services to Recipient Entity in connection with Recipient Entity's performance of its obligations under this ISAA, and (c) certify in writing, upon completion of the performance of services by a contractor, that the contractor has immediately un-installed, removed, and/or destroyed all copies of FEMA survivor/registrant PII within 30 days of the contractor's performance of services to Recipient Entity.

## 8. PRIVACY INCIDENT PROCEDURES

a. **Notice of Privacy Incident.** If the Recipient Entity, or its contractors, suspect, discover or are notified of a suspected or confirmed Privacy Incident relating to FEMA PII, the Recipient Entity shall immediately, but in no event later than twenty-four (24) hours from suspicion, discovery or notification of the suspected or confirmed Privacy Incident, notify the FEMA Privacy Officer at (202) 212-5100 or FEMA-Privacy@fema.dhs.gov.

b. **Privacy Incident Handling.** In the event of a Privacy Incident emanating from this ISAA, FEMA will investigate the Privacy Incident pursuant to DHS standard procedures and will consult Recipient Entity to diagnose, mitigate and manage the Incident. The Recipient Entity will be responsible for carrying out all necessary measures to remedy the effects of the Privacy Incident.

c. ☒ *[Select this clause if Entity is a State/Local/Territorial/Tribal Government Agency]*

**Remediation.** In the event of a Privacy Incident and/or IT Security Incident emanating from this ISAA, FEMA will investigate the Privacy Incident and/or IT Security Incident pursuant to DHS standard procedures and will consult with Recipient Entity in order to diagnose, mitigate, and manage the Privacy Incident and/or IT Security Incident. The Recipient Entity will be responsible for carrying out all reasonable and necessary measures to remedy the effects of a Privacy Incident/Breach, when its actions are responsible for the Privacy Incident/Breach, which may include:

i. Notification to the affected individuals, the public, media, and/or other government entities;

ii. Removing information from an Internet or Intranet page;

iii. Training and awareness for staff on best practices to Safeguard PII;

iv. Disciplinary or corrective action, including counseling for employees.

1. NOTE: any personnel subject to corrective or disciplinary action arising out of a privacy incident must not be identified or identifiable in the Privacy Incident reporting;

v. Revisions to policies and procedures to minimize or eliminate the use of PII when possible;

vi. and/or Any other remediation effort(s) as agreed upon by the Parties.

d. **Penalties.** If the Recipient Entity or one of its employee/agents willfully discloses any PII to a third party not authorized to receive it, FEMA will revoke the Recipient Entity's access to FEMA PII.

## 9. GENERAL TERMS.

a. **Entire Agreement.** This ISAA constitutes the entire Agreement between the Parties with regard to information sharing. However, if this ISAA is used to supplement a contract between the Parties, to the extent there is any conflict between a term of this ISAA and a term in other acquisition documentation, the term of the underlying acquisition, including the Homeland Security Acquisition Regulations (HSAR) Safeguarding of Sensitive Information (MAR 2015) and Information Technology Security and Privacy Training (MAR 2015) clauses will supersede.

b. **Effective Date, Duration,and Termination.** This ISAA will become effective upon the signature of both Parties and will remain in effect for 1 year, or the lifetime of the acquisition period, whichever is shorter. However, FEMA will only provide the information identified in Appendix A for the disaster period of assistance or, if applicable, for the period of time specified in the Routine Use, whichever is longer. Either party may terminate this Agreement upon written notice to the other party.

c. **Modification.** This ISAA may be modified upon the mutual written consent of the Parties.

d. **Counterparts.** This ISAA, when executed in any number of counterparts and by different Parties on separate counterparts, each of which counterparts when so executed and delivered shall be deemed to be an original, and all of which counterparts taken together shall constitute but one and the same Agreement.

e. **Severability.** Nothing in this ISAA is intended to conflict with current law, regulation or FEMA directives. If a term of this ISAA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this ISAA shall remain in full force and effect.

f. **No Private Right.** This ISAA is an internal Agreement between FEMA and the Recipient Entity. It does not create nor confer any right or benefit that is substantive or procedural, enforceable by any third party against the Parties, the United States, or other officers, employees, agents, or associated personnel thereof. Nothing in this ISAA is intended to restrict the authority of either party to act as provided by law, statute, or regulation, or to restrict any party from administering or enforcing any laws within its authority or jurisdiction. Accordingly, the terms of this Agreement do not constitute or imply the grant, by the United States of America, of any other consent, accord, satisfaction, advice, or waiver of its rights, power or authority.

g. **Funding.** This ISAA is not an obligation or commitment of funds, nor a basis for transfer of funds. Each party shall bear its own costs in relation to this ISAA. Expenditures by each party will be subject to its budgetary processes and to availability of funds pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that this in no way implies that Congress will appropriate funds for such expenditures.

h. **Issue Resolution.** FEMA and Recipient Entity understand that during the course of this ISAA, they may have to resolve issues such as: scope, interpretation of provisions, unanticipated technical matters, and other proposed modifications. Both Parties agree to appoint their respective points of contact to work in good faith towards resolution of such issues. [See Appendix B for points of contacts.]

i. **Auditing/Reporting:** The Parties will coordinate to prepare a report/audit summarizing Recipient Entity and its contractor's (if applicable) compliance with the privacy, redress, and security requirements set forth in this Agreement, to include accounting for all disclosures of FEMA PII. FEMA shall be provided copies of Recipient Entity self-audits. As part of this responsibility, the Recipient Entity further agrees to conduct its own annual audits of compliance with the terms of this Agreement, and to provide the results of these audits to Andrea Monemzadeh - Andrea Monemzadeh@fema.dhs.gov.

**APPROVED BY:**

DEPARTMENT OF HOMELAND SECURITY / FEDERAL EMEGENCY MANAGEMENT AGENCY

FEMA Signatory — Date

Andrew Grant
Name

Federal Coordinating Officer
Title

Operational Coordination Division
Program Name

Federal Emergency Management Agency
FEMA

**THE RECIPIENT ENTITY:**

Recipient Signatory — Date

Sheriff Jeremey Briese
Name

Director, Office of Emergency Service
Title

Mariposa County
Full Entity Name

**Appendix A –** DHS/FEMA-008, Disaster Recovery Assistance Files of Records, 87 Fed. Reg. 7852 (Feb 10, 2022) ("FEMA DRA SORN"), Routine use I(3). The following lists the specific data elements in the FEMA PII dataset(s) that will be shared by FEMA with the Mariposa Co HHSA. The Mariposa Co HHSA will only receive the PII data that is necessary to meet the routine use:

This ISAA documents the sharing of FEMA PII with Mariposa County's Health and Human Services Agency (HHSA) affected by DR-4699-CA to address unmet needs and prevent a duplication of benefits as supported the Individual Assistance Data Sharing to Support Local Government Entities' Disaster Assistance Programs ISAA PTA.

Mariposa County will provide direct services and functional needs through the county's Health and Human Services Agency (HHSA). The Mariposa County HHSA will assess the FEMA data and make referrals to local non-profits who provide direct assistance services in the form of a cash assistance program for families with children under 18, a food assistance program, a medical services program and a low-income, home assistance program.

Mariposa County HHSA will not share with third parties.

FEMA will share the following DR-4699-CA Mariposa County survivor/registrant IHP data elements with Mariposa County HHSA of California. The data set will be encrypted and sent via secured email only to those authorized in this agreement:

1. Disaster Number,
2. Registration ID,
3. Applicant Last Name, First Name,
4. Co-Applicant Last Name, First Name,
5. Damaged Dwelling Street,
6. Damaged Dwelling City,
7. Damaged Dwelling County,
8. Damaged Dwelling State,
9. Damaged Dwelling Zip Code,
10. Damaged Dwelling Latitude,
11. Damaged Dwelling Longitude,
12. Primary Phone Number,
13. Email Address,
14. Owner / Renter,
15. Primary Residence Y/N,
16. Residence Type,
17. Household (HH) Member Count < = 5,
18. Household (HH) Member Count between 6 and 17,
19. Household (HH) Member Count between 18 and 64,
20. Household (HH) Member Count > = 65,
21. Access and Functional Needs (AFN) Y/N,
22. Access and Functional Needs (AFN) Type,
23. Homeowners Insurance Y/N,
24. Renters Insurance Y/N,
25. Flood Insurance Y/N,
26. Dental Expenses Y/N,
27. Funeral Expenses Y/N,
28. Medical Expenses Y/N,
29. Inspection Y/N,
30. Residence Size,
31. Foundation Type,

32. Habitability Repairs Required Y/N,
33. Destroyed Y/N
34. Total FEMA Verified Loss Amount (RP+PP FVL),
35. Real Property FEMA Verified Loss Amount (RP FVL),
36. Personal Property FEMA Verified Loss Amount (PP FVL),
37. Real Property Renters Damage Level,
38. Total Individuals and Household Program (IHP) Award Amount,
39. Total Housing Assistance (HA) Award Amount,
40. Housing Assistance (HA) Max Grant Y/N,
41. Total Other Needs Assistance (ONA) Award Amount,
42. Other Needs Assistance (ONA) Other Award Amount,
43. Other Needs Assistance (ONA) Max Grant Y/N,
44. Personal Property Award Amount,
45. Moving / Storage Award Amount,
46. Transportation Award Amount,
47. Dental Award Amount,
48. Funeral Award Amount,
49. Medical Award Amount,
50. Home Repair Award Amount,
51. Replacement Award Amount,
52. Rental Assistance Award Amount

**Appendix B – Administrative points of contacts for this agreement (Limit of five)**

a. The FEMA point of contact is as follows:

Name: Andrea Monemzadeh

Title: FEMA - Individual Assistance Branch Director

Phone: +1 (202) 230-7389

Email Address: Andrea Monemzadeh@fema.dhs.gov

b. The Recipient Entity point of contact is as follows:

Name: Raquel Sandoval

Title: Mariposa Co HHSA - Deputy OES Coordinator

Phone: +1 (209) 966-3615

Email Address: rsandoval@mariposacounty.org

c. The Recipient Entity point of contact is as follows:

Name: Rebecca Maietto

Title: Mariposa Co HHSA - Deputy Director

Phone: +1 (209) 742-0955

Email Address: rmaietto@mariposacounty.org

d. The Recipient Entity point of contact is as follows:

Name: Shannon Hansen

Title: Mariposa Co HHSA - Director of Public Works

Phone: +1 (209) 966-5356

Email Address: shansen@mariposacounty.org

e. The Recipient Entity point of contact is as follows:

Name: Corinna Miranda

Title: Mariposa Co HHSA - Code Compliance Technician

Phone: +1 (209) 742-1219

Email Address: cmiranda@mariposacounty.org

f. The Recipient Entity point of contact is as follows:

Name: _____

Title: _____

Phone: _____

Email Address: _____

# Boating Safety and Enforcement Financial Aid Program Agreement

This agreement entered into this ***1ST day of July, 2023***, by and between the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS, hereinafter called "Department," and the ***COUNTY OF MARIPOSA,*** hereinafter called "Agency";

**WITNESSETH**

**WHEREAS**, Contingent on approval of **Governor's Fiscal Year 2023-24 Budget Act**, the Department intends to agree with Agency for the purpose of performing boating safety and enforcement activities as described in Title 14, California Code of Regulations Section 6593.3; and

**WHEREAS**, Agency is equipped, staffed and prepared to provide such services on the terms and conditions set forth in this agreement and in accordance with Title 14, California Code of Regulations Section 6593 et seq.; and

**WHEREAS**, pursuant to Title 14, California Code of Regulations Section 6593.6, Department shall enter into an annual agreement with each participating agency;

**NOW, THEREFORE**, it is mutually agreed as follows:

## I. Applicable Law

Agency shall observe and comply with all applicable federal, state, and county statutes, ordinances, regulations, directives, and laws, including, but not limited to, Harbors and Navigation Code Section 663.7 and Section 6593 et seq. of Title 14, California Code of Regulations. Agreement shall be deemed to be executed within the State of California and construed and governed by the laws of the State of California.

## II. Description of Services

Agency shall conduct boating safety and enforcement activities in the jurisdiction of the Agency in consideration of the payments hereinafter set forth.

## III. Payments

A. Maximum Amount. The amount the Department shall be obligated to pay for services rendered under this agreement shall not exceed ***$231,827.00*** for the agreement term in full consideration of Agency's performance of the services described in this agreement.

B. Rate of Payment. The Department shall reimburse Agency in accordance with the reimbursement procedures set forth in Title 14, California Code of Regulations Section 6593.9.

C. Submission of Claims. Agency shall submit claims for reimbursement to the Department contact person identified in paragraph V of this contract on a ___monthly **OR** _**X**_quarterly basis. **(Please check one)**

D. Failure to Submit Claims. Claims for reimbursement shall be submitted within 60 days following the last day of the reporting period. Pursuant to Title 14, California Code of Regulations 6593.9 (i), the Department may reduce an Agency's allocation by five percent if the Agency exceeds the sixty-day billing period and an additional five percent for every thirty-day period thereafter that the Agency is late in filing a claim.

## IV. Records

Agency shall maintain records pursuant to Section 6593.10 of Title 14, California Code of Regulations.

## V. Notice

Notice shall be in writing and shall be deemed to have been served when it is deposited in the United States mail, first class postage prepaid, and addressed as follows:

| ***TO DEPARTMENT*** | ***TO AGENCY*** |
|---|---|
| *Ms. Joanna Andrade* | *Mariposa County Sheriff* |
| *Department of Parks and Recreation* | *5099 Old Hwy N.* |
| *Division of Boating and Waterways* | *Mariposa, CA 95338* |
| *715 P Street, 12th floor* | |
| *Sacramento, CA 95814* | |

Either party may change the address to which subsequent notice and/or other communication can be sent by giving written notice designating a change of address to the other party.

## VI. Term

This agreement shall be for the term beginning **July 1, 2023**, and ending **June 30, 2024**.

## VII. Prior Agreements

All prior agreements regarding this subject matter between Department and Agency are hereby terminated effective June 30 prior to the term beginning date of this agreement.

## VIII. Amendment

No amendment or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto.

## IX. Termination

Agency may terminate this agreement without cause in writing at any time. Department may terminate this agreement without cause upon a sixty (60) days written notice served upon the Agency.

## X. Special Provisions

A. Agency hereby certifies that the obligations created by this agreement do not violate the provisions of Sections 1090 to 1096 of the Government Code.

B. This agreement shall have no force or effect until signed by the Department, Agency, and approved by the Department of General Services Legal Department, if required.

C. Agency shall continue with the responsibilities of this agreement during any dispute.

D. In the event of an allocation reduction for this program, an equal allotment will be decrease from every participant.

E. Failure by the Agency to comply with the terms of this agreement may jeopardize the Agency's ability to be awarded funding in future funding opportunities offered by the Department of Parks and Recreation.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS

By: _____

*California Department of Parks and Recreation, Division of Boating and Waterways*

Date: _____

"Department"

COUNTY OF MARIPOSA

By: Jeremy Briese (Jun 29, 2023 13:22 PDT)

Title: Sheriff

Date: June 29, 2023

"Agency"

# FY 24 Boating agreement

Final Audit Report 2023-06-29

| | |
|---|---|
| Created: | 2023-06-29 |
| By: | Mike Charman (mcharman@mariposacounty.org) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAW7Vu7bqx8vp1y7zHiReoFHg9Pf6MnP7r |

## "FY 24 Boating agreement" History

Document created by Mike Charman (mcharman@mariposacounty.org)
2023-06-29 - 3:08:42 PM GMT- IP address: 64.118.100.36

Document emailed to Jeremy Briese (jbriese@mariposacounty.org) for signature
2023-06-29 - 3:09:03 PM GMT

Email viewed by Jeremy Briese (jbriese@mariposacounty.org)
2023-06-29 - 8:21:46 PM GMT- IP address: 64.118.100.36

Document e-signed by Jeremy Briese (jbriese@mariposacounty.org)
Signature Date: 2023-06-29 - 8:22:13 PM GMT - Time Source: server- IP address: 64.118.100.36

Agreement completed.
2023-06-29 - 8:22:13 PM GMT

# MARIPOSA COUNTY

Board of Supervisors

**Local Transportation Commission 2023-17**

MEETING: August 1, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve an Agreement with the State of California Department of Transportation in the Amount of $25,000 for the Indian Peak Bridge STIP Project; and Authorize the Mariposa County Local Transportation Commission (MCLTC) Executive Director to Sign the Agreement

---

**RECOMMENDATION AND JUSTIFICATION**

Approve an Agreement with the State of California Department of Transportation in the Amount of $25,000 for the Indian Peak Bridge STIP Project; and Authorize the Mariposa County Local Transportation Commission (MCLTC) Executive Director to Sign the Agreement.

The State is requesting the Executive Director - MCLTC Sign the Agreement and provide Approval by MCLTC.

The California Transportation Commission (CTC) notified staff that our Funds Allocation Request submitted on December 14, 2022 was approved at the CTC meeting on March 23, 2023. Preliminary Engineering Funds were approved for work on the Indian Peak Bridge STIP Project.

**BACKGROUND AND HISTORY OF BOARD ACTIONS**

On February 21, 2023, the Board adopted Resolution 2023-98 approving an On Call Contract with Mark Thomas for Civil Engineering Services on the Indian Peak Bridge STIP Project.

On June 20, 2023, the Board approved Task Order No. 2 with Mark Thomas for Civil Engineering Engineering Services with Resolution 2023-338.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION**

Do not approve and staff will need to find an alternative design method before the bridge deteriorates and the road is closed.

**FINANCIAL IMPACT**

The bridge does not qualify for the FHWA Highway Bridge Program and must be funded by alternative methods. The design will be funded by a combination of State Transportation Improvement Program (STIP), FHWA Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA), and the Road Fund.

**ATTACHMENTS**

**1. 5940152 PSA - 7-10-23**

**VOTE RESULT**

| | |
|---|---|
| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District V Supervisor Miles Menetrey |
| **SECONDER:** | District I Supervisor Rosemarie Smallcombe |
| **AYES:** | District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe |

**PROGRAM SUPPLEMENT NO.** 00000A198
**to**
**ADMINISTERING AGENCY-STATE AGREEMENT**
**FOR STATE FUNDED PROJECTS NO** 10-5940S21

**Adv. Project ID** 1023000133

**Date:** July 07, 2023
**Location:** 10-MPA-0-CR
**Project Number:** CRASL-5940(152)
**E.A. Number:**
**Locode:** 5940

This Program Supplement, effective 03/23/2023, hereby adopts and incorporates into the Administering Agency-State Agreement No. 10-5940S21 for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 09/30/2021 and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the ADMINISTERING AGENCY on (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

**PROJECT LOCATION:** In the southeast portion of unincorporated Mariposa County, replace an existing single-lane, structurally deficient structure, Indian Peak Road bridge PM 15.35, with a new bridge.

**TYPE OF WORK:** Replace existing bridge **LENGTH:** 0.0(MILES)

| Estimated Cost | State Funds | | Matching Funds | | |
|---|---|---|---|---|---|
| | STATE | $25,000.00 | LOCAL | | OTHER |
| $25,000.00 | | | $0.00 | | $0.00 |

**COUNTY OF MARIPOSA**

**By** _____

**Title** Shannon Hansen, Executive Director – MCLTC

**Date** _____

**Attest** _____

**STATE OF CALIFORNIA**
**Department of Transportation**

**By** _____

**Chief, Office of Project Implementation**
**Division of Local Assistance**

**Date** _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

**Accounting Officer** Jennie Yee **Date** 7/7/2023 $25,000.00

## SPECIAL COVENANTS OR REMARKS

1. This PROJECT is programmed to receive funding from the State Transportation Improvement Program (STIP). Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

   This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. The start of reimbursable expenditures is restricted to the later of either 1) the effective date of the Master Agreement, 2) the effective date of the PROGRAM SUPPLEMENT, or 3) the effective date of the component specific allocation.

2. STATE and ADMINISTERING AGENCY agree that additional funds made available by future allocations will be encumbered on this PROJECT by use of a STATE approved Allocation Letter and Finance Letter. ADMINISTERING AGENCY agrees that STATE funds available for reimbursement will be limited to the amount allocated by the California Transportation Commission (CTC) and/or the STATE.

3. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. An approved time extension will revise the timely use of funds criteria, outlined above, for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof.

   Documentation for approved supplementary allocations, time extensions, and fund transfers between components will be a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

4. This PROJECT will be administered in accordance with the CTC STIP guidelines, as adopted or amended, and the STATE Procedures for Administering Local Grant Projects in the State Transportation Improvement Program (STIP), the Local Assistance Program Guidelines, and the Local Assistance Procedures Manual. The submittal of invoices for project costs shall be in accordance with the above referenced publications and the following.

5. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits, plans specifications & estimate, and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion to make the final payment to the contractor and prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

6. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage

## SPECIAL COVENANTS OR REMARKS

of the State Budget Act containing these STATE funds.

7. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after the award. Failure to do so will cause delay in processing the invoices for the construction component. As a minimum, the award information should have the following: Project number, project description, PPNO, date the project was advertised, award amount, bid opening date, award date and estimated completion date.

8. This PROJECT is subject to the timely use of funds provisions enacted by Senate Bill 45 (SB 45), approved in 1997, and subsequent CTC guidelines and State procedures approved by the CTC and STATE, as outlined below:

   Funds allocated for the environmental & permits, plan specifications & estimate, and right-of-way components are available for expenditure until the end of the second fiscal year following the year in which the funds were allocated.

   Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the contract within 6 months of the construction fund allocation and complete the construction or vehicle purchase contract within 36 months of award.

9. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumberances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

   If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

   ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

10. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific

## SPECIAL COVENANTS OR REMARKS

fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

11. ADMINISTERING AGENCY agrees to comply with the requirements in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (applicable to Federal and State Funded Projects).

12. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work presented in the application and approved by the California Transportation Commission. Any changes to the approved PROJECT scope without the prior expressed approval of the California Transportation Commission are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.

# MARIPOSA COUNTY

Board of Supervisors

**Local Transportation Commission 2023-18**

MEETING: August 1, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve an Agreement with the State of California Department of Transportation in the Amount of $75,000 for the Harris Road Bridge STIP Project; and Authorize the Mariposa County Local Transportation Commission Executive Director to Sign the Agreement

---

**RECOMMENDATION AND JUSTIFICATION**

Approve an Agreement with the State of California Department of Transportation in the Amount of $75,000 for the Harris Road Bridge STIP Program; and Authorize the Mariposa County Local Transportation (MCLTC) Executive Director to Sign the Agreement.

The State is requesting the Executive Director - MCLTC Sign the Agreement and provide Approval by MCLTC.

The California Transportation Commission (CTC) notified staff that our Funds Allocation Request submitted on December 14, 2022 was approved at the CTC meeting on March 23, 2023. Preliminary Engineering Funds were approved for work on the Harris Road Bridge STIP Program.

**BACKGROUND AND HISTORY OF BOARD ACTIONS**

On February 21, 2023, the Board adopted Resolution 2023-98 approving an On Call Contract with Mark Thomas for Civil Engineering Services on Indian Peak Bridge STIP Project.

On June 20, 2023, the Board approved Task Order No. 3 with Mark Thomas for Civil Engineering Engineering Services with Resolution 2023-339.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION**

Do not approve and staff will need to find an alternative design method before the bridge deteriorates and the road is closed.

**FINANCIAL IMPACT**

The bridge does not qualify for the FHWA Highway Bridge Program and must be funded by alternative methods. The design will be funded by a combination of State Transportation Improvement Program (STIP), FHWA Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA), and the Road Fund.

**ATTACHMENTS**

**1. 5940150 PSA - 7-11-23**

**VOTE RESULT**

| | |
|---|---|
| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District I Supervisor Rosemarie Smallcombe |
| **SECONDER:** | District III Supervisor Danette Toso |
| **AYES:** | District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe |

**PROGRAM SUPPLEMENT NO.** 00000A199
**to**
**ADMINISTERING AGENCY-STATE AGREEMENT**
**FOR STATE FUNDED PROJECTS NO** 10-5940S21

**Adv. Project ID** 1022000273

**Date:** July 10, 2023
**Location:** 10-MPA-0-CR
**Project Number:** CRASL-5940(150)
**E.A. Number:**
**Locode:** 5940

This Program Supplement, effective 03/23/2023, hereby adopts and incorporates into the Administering Agency-State Agreement No. 10-5940S21 for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 09/30/2021 and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the ADMINISTERING AGENCY on (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

**PROJECT LOCATION:** Mariposa County Harris Road Bridge PM 12.75

**TYPE OF WORK:** Replace Substandard Bridge - Harris Road Bridge **LENGTH:** 0.0(MILES)

| Estimated Cost | State Funds | | Matching Funds | | |
|---|---|---|---|---|---|
| | STATE | $75,000.00 | LOCAL | | OTHER |
| $75,000.00 | | | $0.00 | | $0.00 |

**COUNTY OF MARIPOSA**

**By** _____

**Title** Shannon Hansen, Executive Director – MCLTC

**Date** _____

**Attest** _____

**STATE OF CALIFORNIA**
**Department of Transportation**

**By** _____

**Chief, Office of Project Implementation**
**Division of Local Assistance**

**Date** _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

**Accounting Officer** Jennie Yee **Date** 7/10/2022 $75,000.00

## SPECIAL COVENANTS OR REMARKS

1. This PROJECT is programmed to receive funding from the State Transportation Improvement Program (STIP). Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

   This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. The start of reimbursable expenditures is restricted to the later of either 1) the effective date of the Master Agreement, 2) the effective date of the PROGRAM SUPPLEMENT, or 3) the effective date of the component specific allocation.

2. STATE and ADMINISTERING AGENCY agree that additional funds made available by future allocations will be encumbered on this PROJECT by use of a STATE approved Allocation Letter and Finance Letter. ADMINISTERING AGENCY agrees that STATE funds available for reimbursement will be limited to the amount allocated by the California Transportation Commission (CTC) and/or the STATE.

3. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. An approved time extension will revise the timely use of funds criteria, outlined above, for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof.

   Documentation for approved supplementary allocations, time extensions, and fund transfers between components will be a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

4. This PROJECT will be administered in accordance with the CTC STIP guidelines, as adopted or amended, and the STATE Procedures for Administering Local Grant Projects in the State Transportation Improvement Program (STIP), the Local Assistance Program Guidelines, and the Local Assistance Procedures Manual. The submittal of invoices for project costs shall be in accordance with the above referenced publications and the following.

5. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits, plans specifications & estimate, and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion to make the final payment to the contractor and prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

6. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage

## SPECIAL COVENANTS OR REMARKS

of the State Budget Act containing these STATE funds.

7. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after the award. Failure to do so will cause delay in processing the invoices for the construction component. As a minimum, the award information should have the following: Project number, project description, PPNO, date the project was advertised, award amount, bid opening date, award date and estimated completion date.

8. This PROJECT is subject to the timely use of funds provisions enacted by Senate Bill 45 (SB 45), approved in 1997, and subsequent CTC guidelines and State procedures approved by the CTC and STATE, as outlined below:

   Funds allocated for the environmental & permits, plan specifications & estimate, and right-of-way components are available for expenditure until the end of the second fiscal year following the year in which the funds were allocated.

   Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the contract within 6 months of the construction fund allocation and complete the construction or vehicle purchase contract within 36 months of award.

9. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumberances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

   If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

   ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

10. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific

## SPECIAL COVENANTS OR REMARKS

fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

11. ADMINISTERING AGENCY agrees to comply with the requirements in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (applicable to Federal and State Funded Projects).

12. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work presented in the application and approved by the California Transportation Commission. Any changes to the approved PROJECT scope without the prior expressed approval of the California Transportation Commission are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.

# MARIPOSA COUNTY

Board of Supervisors

**Mariposa County Public Finance Corporation**

MEETING: August 1, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Meeting of the Public Finance Corporation

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**RECOMMENDATION AND JUSTIFICATION**

Pursuant to the bylaws of the Public Finance Corporation, the order of business is as follows:

A. Report on the number of directors present to determine the existence of a quorum.
B. Approve the minutes of July 19, 2022
C. Approve the minutes of August 16, 2022
D. Presentation and consideration of reports of officers and committees.
E. Unfinished business.
F. New business.
G. Adjourn

**BACKGROUND AND HISTORY OF BOARD ACTIONS**

A meeting of the public finance corporation must be held annually and as early in the fiscal year as possible to provide a report of its activities.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION**

The corporation will be out of compliance with its legal requirements.

**FINANCIAL IMPACT**

No actions are requested at this time.

**ATTACHMENTS**

1. **8-16-22 Public Finance Corp Minutes**
2. **7-19-22 Public Finance Corp Minutes**

# MARIPOSA PUBLIC FINANCE CORPORATION MEETING

August 16th, 2022

## I. Call to Order

**9:31 AM** Chair Smallcombe convened the meeting. The following officers were present: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, and Miles Menetrey.

## II. Public Comment on non-agenda items.

No public comment.

## III. Unfinished Business

1. **Administration**

   Rescind Resolution 97-2; Approve Amendments to the Public Finance Corporation Bylaws; and Adopt a Resolution Specifying the Board Chambers as the Meeting Place for the Corporation

Dallin Kimble/County Administrative Officer noted this item updated the location in the bylaws and cleans up the bylaws. No public comment. Officer Long thanked Mr. Kimble for bringing this forward.

**RESULT:** **ADOPTED [UNANIMOUS]**
**MOVER:** Marshall Long, District III Supervisor
**SECONDER:** Wayne Forsythe, District IV Supervisor
**AYES:** Rosemarie Smallcombe, Marshall Long, Wayne Forsythe
**EXCUSED:** Miles Menetrey

## VI. Adjourn Public Finance Corporation

**9:31 AM** Chair Smallcombe adjourned the Mariposa County Public Finance Corporation meeting.

Minutes submitted by Danielle Bondshu, Clerk of the Board

DRAFT

# MARIPOSA PUBLIC FINANCE CORPORATION MEETING

July 19th, 2022

DRAFT

**I. Call to Order**

**9:28 AM** Chair Smallcombe convened the meeting. The following officers were present: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, and Miles Menetrey.

**II. Public Comment on non-agenda items.**

No public comment.

**III. Report of Activities**

Dallin Kimble/CAO gave an update on the Composting Facility, noting there is a balance of $2.3 Million dollars.

**IV. Approval of the Minutes of May 18th, 2021**

No public comment.

**ACTION: Minutes Approved.**
**Long (M); Forsythe (S). Motion passed 4-0**

**V. Approval of the Minutes of March 15th, 2022**

None.

**ACTION: Minutes Approved.**
**Long (M); Forsythe (S). Motion passed 4-0**

**VI. Regular Business**

a. Rescinding of the March 15th, 2022 appointments of the chair and vice-chair positions due to these being designated to the Board of Supervisors Chair and Vice-Chair in the by-laws.

**ACTION: appointments for March 15th, 2022 have been rescinded.**
**Menetrey (M); Forsythe (S). Motion passed 4-0**

b. Rescind Resolution 1997-02; and adopt a new resolution establishing the first board of supervisors meeting in July and the board chambers as the time and place for regular meetings.

**WITHDRAWN AND RESCHEDULED: this item was withdrawn and rescheduled to come back at the date before the next annual meeting in**

**July for further corrections.**

**VI. Adjourn Public Finance Corporation**

**9:41 AM** Chair Smallcombe adjourned the Mariposa County Public Finance Corporation meeting.

Minutes submitted by Danielle Bondshu, Clerk of the Board

DRAFT

# MARIPOSA COUNTY

Board of Supervisors

**Agenda Item – No Resolution Requested**

MEETING: August 1, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Receive a Presentation from Caltrans District 10 on Projects Within Mariposa County

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**RECOMMENDATION AND JUSTIFICATION**

Receive a Presentation from Caltrans District 10 on Projects Within Mariposa County.

**BACKGROUND AND HISTORY OF BOARD ACTIONS**

Caltrans often provides formal information to the Board of Supervisors about construction projects under their control within Mariposa County.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION**

Do not approve, the Board will miss the opportunity to receive information on current projects.

**FINANCIAL IMPACT**

None

**ATTACHMENTS**

1. **Cal Trans Handouts 3**

State of California • Department of Transportation

# NEWS RELEASE


**Today's Date:** July 6, 2023
**District:** 10 - Stockton
**Contact:** Brian.Hooker@dot.ca.gov
**Phone:** (209) 693-3897


**FOR IMMEDIATE RELEASE**

## Caltrans To Begin Pavement Improvement Project on State Route 140 From Midpines Summit to Yosemite National Park

***Project Will Repair and Replace Deteriorating Pavement***

**STOCKTON** – The California Department of Transportation (Caltrans) is preparing to begin a maintenance project that will improve the roadway surface of State Route 140 (SR-140) between East Whitlock Road and the Yosemite National Park entrance in Mariposa County.

Work will include the repair of roadway surface locations using hot-mix asphalt, along with the installation of concrete barriers and transitions, guardrails, signage, and new electrical systems.

Overnight, alternating lane closures on eastbound and westbound SR-140, will be required for the safety of motorists, roadway workers and equipment.

Beginning Monday, July 17, 2023, crews will work night shifts, for approximately 180 working days - Sundays through Thursdays - with completion expected in April 2024. Overhead and roadside message signs will be placed on SR-140 to alert motorists of scheduled highway lane closures. Detour signs will also be posted on surface streets.

This $25 million project was awarded to Teichert Construction (Fresno, CA), who will perform the work required.

This project will benefit residents and tourists traveling to and from the town of Mariposa to Yosemite National Park, as well as motorists, and commercial vehicles traveling throughout Mariposa County and beyond.

By improving the roadway surface, this project will also improve mobility and greatly reduce current and future maintenance repair costs for this highly traveled corridor.

-MORE-


Save Our Water
Learn easy ways to save water during California's drought at SaveOurWater.com

BE WORK ZONE ALERT

MOVE OVER

State of California • Department of Transportation

# NEWS RELEASE

**Caltrans will provide continuous updates on scheduled lane and ramp closures, and any other lane closure details in future traffic advisories and social media posts.**

For more information and updates on additional projects, please consider following our social media accounts on Twitter via **@CaltransDist10** or Facebook at **Caltrans, District 10** or visit www.dot.ca.gov/d10/projects.

The work schedule is subject to change due to traffic incidents, weather, availability of equipment and/or materials, and/or construction-related issues.

For the safety of workers and other motorists, please Be Work Zone Alert.

#

www.quickmap.dot.ca.gov

www.dot.ca.gov

Save Our Water
Learn easy ways to save water during California's drought at SaveOurWater.com

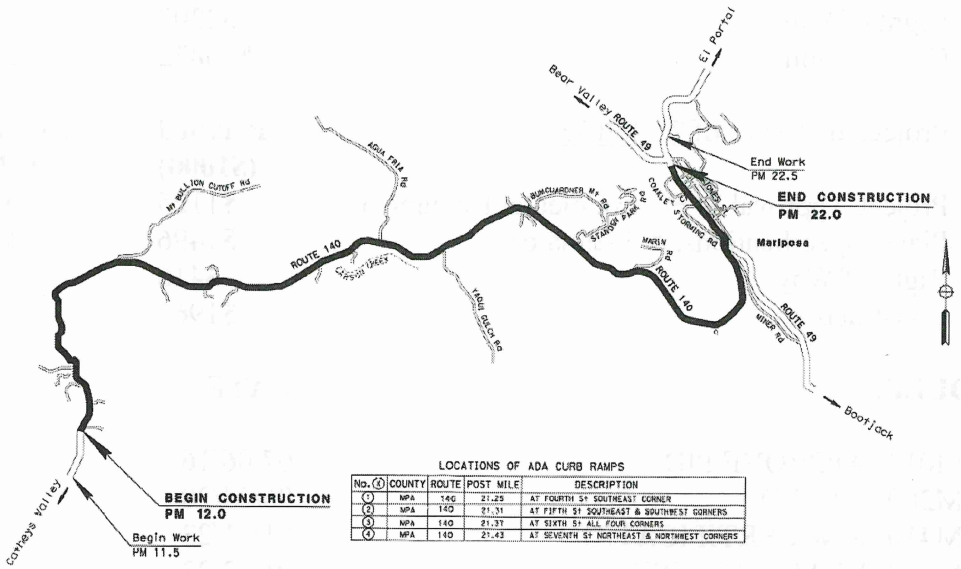
BE WORK ZONE ALERT

MOVE OVER

# PROJECT FACT SHEET

**SR 140 MARIPOSA CAPM**
**EA: 10-10Y770 ID: 1015000008**
**(10-MPA-12.0/22.1)**

## LOCATION MAP:




LOCATIONS OF ADA CURB RAMPS

| No. | COUNTY | ROUTE | POST MILE | DESCRIPTION |
|---|---|---|---|---|
| 1 | MPA | 140 | 21.29 | AT FOURTH ST SOUTHEAST CORNER |
| 2 | MPA | 140 | 21.31 | AT FIFTH ST SOUTHEAST & SOUTHWEST CORNERS |
| 3 | MPA | 140 | 21.37 | AT SIXTH ST ALL FOUR CORNERS |
| 4 | MPA | 140 | 21.43 | AT SEVENTH ST NORTHEAST & NORTHWEST CORNERS |

## PROJECT DESCRIPTION:

The project proposes to dig out and repair localized areas of severe pavement failure; and to apply preventive Rubberized Hot Mix Asphalt (RHMA) overlay on the roadway surface throughout the project limits. The scope of work also includes the placement of rumble strips, removal and replacement of existing guardrails, dike, and shoulder backing. ADA curb ramps at seven intersection corners will also be upgraded to meet current standard.

## PURPOSE AND NEED:

**Purpose:**
The purpose of the project to extend the service life of existing pavement.

**Need:**
A recent pavement condition survey shows that there is major flexible pavement distress that has developed into moderate to high alligator cracking and which needs repair. The ride quality of Route 140 needs to be improved and the life of the existing pavement needs to be extended.

## FUNDING SOURCE:

State Highway Operation and Protection Program (SHOPP) – Pavement Rehabilitation Program (201.121)

**PROJECT COST/PROGRAMMED:**

| | Capital ($1000) | Support ($1000) |
|---|---|---|
| Project Approval & Environmental Document | | $1125 |
| Plans, Specifications, & Estimates | | $1496 |
| Right of Way | $2307 | $416 |
| Construction | $16832 | $1966 |

| Projected Cost as of 7/14/2023: | Planned ($1000) | Expended ($1000) |
|---|---|---|
| Project Approval & Environmental Document | $1125 | $1010 |
| Plans, Specifications, & Estimates | $1496 | $1390 |
| Right of Way | $416 | $335 |
| Construction | $1966 | $0 |

**SCHEDULE:**

| | | DATE |
|---|---|---|
| M010 | APPROVE PID | 07/06/16 |
| M200 | PA&ED | 06/24/20 |
| M410 | R/W CERTIFICATION | 01/11/23 |
| M460 | READY TO LIST | 01/12/23 |
| M500 | APPROVE CONTRACT | 08/15/23 |
| M600 | CONTRACT ACCEPT | 12/31/24 |

**PROJECT STATUS:**

M495 achieved 07/11/23. M500 targeted for 8/15/2023.

**CONTACT INFORMATION:**
For more information, please contact:

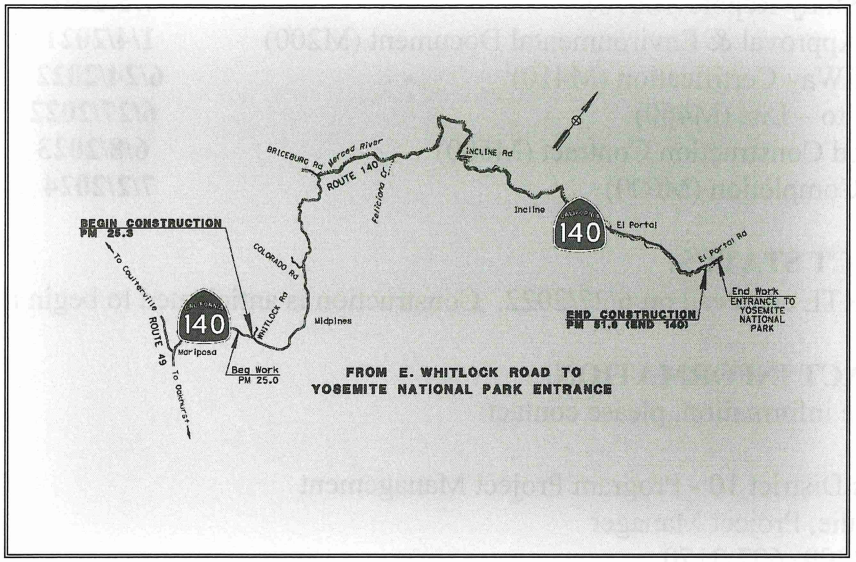
Caltrans District 10 - Program Project Management
Charlie Do, Project Manager
Phone: (209) 948-3803
E-mail: charlie.do@dot.ca.gov

Caltrans District 10 - Public Information Office
Phone: (209) 948-7977
Email: district10publicaffairs@dot.ca.gov.
Address: P.O. Box 2048, Stockton, CA 95201-2048

# PROJECT FACT SHEET

**MPA Route 140 Pavement Presevation**
**EA 10-0Y780**
**(10-MPA-140-PM 25.3/51.8)**

## LOCATION MAP:




## PROJECT DESCRIPTION:

CAPM project composed mainly of dig outs to repair localized pavement failures and resurfacing of 26.5 miles of State Route 140 in Mariposa County between E. Whitlock Road and the entrance to Yosemite National Park.

## PURPOSE AND NEED:

The purpose of this project is to preserve and extend the service life of the existing pavement and to provide a smoother driving pavement surface. The Pavement Condition Survey for this section of road has an overall PCS/PMS priority number 8 which characterizes the road as having structural stress but acceptable ride quality.

## FUNDING SOURCE:

SHOPP Capital Preventive Maintenance (CAPM) (201.121)

## ROJECT COST/PROGRAMMED:

| | Capital $ | Support $ |
|---|---|---|
| Project Approval & Environmental Document | | **$1,189** |
| Plans, Specifications, & Estimates | | **$2,261** |
| Right of Way | **$162** | **$35** |
| Construction | **$28,047** | **$2,783** |

| Projected Cost as of (7/14/23): | Planned $ | Expended $ |
|---|---|---|
| Project Approval & Environmental Document | $1,189 | $1,014 |
| Plans, Specifications, & Estimates | $2,261 | $1,392 |
| Right of Way | $35 | $10 |
| Construction | $2,783 | $10 |

| CURRENT SCHEDULE: | Date: |
|---|---|
| Project Study Report (M010) | 7/5/2016 |
| Project Approval & Environmental Document (M200) | 1/4/2021 |
| Right of Way Certification (M410) | 6/24/2022 |
| Ready – to – List (M460) | 6/27/2022 |
| Approved Construction Contract (M500) | 6/8/2023 |
| Project Completion (M600) | 7/2/2024 |

**PROJECT STATUS:**

- RTL achieved on 6/27/2022. Construction is anticipated to begin mid-July.

**CONTACT INFORMATION:**

For more information, please contact:

Caltrans District 10 - Program Project Management
Mimi Huie, Project Manager
Phone: (209) 607-3170
E-mail: Mimi.huie@dot.ca.gov

Caltrans District 10 - Public Information Office
Phone: (209) 948-7977
Email: district10publicaffairs@dot.ca.gov.
Address: P.O. Box 2048, Stockton, CA 95201-2048

# MARIPOSA COUNTY

Board of Supervisors

**RESOLUTION - ACTION REQUESTED 2023-425**

MEETING: August 1, 2023

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Unit Chief

RE: Approve Second Amendment to The Tenaya Cabins Project Agreement, to Allow Changes to the Level of Service and Training as Specified in Section 4 Paragraph B of the Amended Agreement; and Authorize the Board of Supervisors Chair to Sign the Amendment

---

**RECOMMENDATION AND JUSTIFICATION**

Approve Second Amendment to The Tenaya Cabins Project Agreement, to Allow Changes to the Level of Service and Training as Specified in Section 4 Paragraph B of the Amended Agreement; and Authorize the Board of Supervisors Chair to Sign the Amendment

This allowance still meets the intent of the Mitigation Measure 4.13-3 of the Environmental Impact Report (EIR). Mariposa County Fire has been contacted by Delaware North Corporation and requested to re-evaluate the need to continue to provide 2 Emergency Responders 24 hours a day, 7 days a week at the training level of Mariposa County Volunteer Firefighter. Their request stems from increased costs of providing such a service that impacts their ability to have adequate personnel numbers that can be trained in timeframes through Mariposa County Fire to meet the current agreement requirements. These impacts along with excessive overtime costs behind personnel who are going through the County's hiring process have made staffing extremely challenging and not cost-effective. By allowing requested amendments to the agreement, Tenaya employees would no longer be required to become Mariposa County Volunteer Firefighters and/or be trained to the Volunteer Firefighter level. They would be allowed to be trained to the NFPA - 600 level, Chapter 5, 5.2 and 5.3 as well as other training standards as listed in Exhibit A of the amended agreement. This will allow Tenaya employees to bypass the County's hiring process as well as not wait for all the Volunteer Firefighter training requirements to be met or have to pay overtime costs behind those employees going through the currently long training timeframes.

**BACKGROUND AND HISTORY OF BOARD ACTIONS**

Board Resolution No. 2020-254: Temporary  Amendment due to the impact of Covid-19 on May, 19, 2020
Board Resolution No. 2019-288: First amendment to the County Fire Protection Agreement for the Tenaya Cabins Project: May 28, 2019
Board Resolution No. 2018-161: County Fire Protection Agreement for the Tenaya Cabins Project: April 10, 2018
Board Resolution No. 2017-434: Approving the Tenaya Cabins Project and environmental determination.: June 27, 2017

To meet the Environmental Impact Report (EIR) special conditional requirement under Impact 4.13-3, the Tenaya Cabins Project was required to provide emergency responders on premises or in the Fish Camp community to respond to emergencies at all times.They had taken it upon themselves to hire employees specifically as emergency responders and not nessessarily as employees providing dual roles as hotel employees who also function as emergency responders. Past annual reports have shown Tenaya Cabins and Lodge as well as Fishcamp as a low emergency call volume area, having had 40 emergency calls in 2020, 68 emergency calls in 2021, and 50 emergency calls in 2022. Of these emergency calls, the majority are medical, ranging from 65% -82% respectively over the last 3 years. Structure fire calls were 2%-7% with the highest number of structure fire calls being 3 in 2021 and 1 in 2022.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION**

No action would require Tenaya Cabins to continue to provide emergency responders as specified under the agreement. There would most likely be a continued lag time of employees becoming Mariposa County Volunteer Firefighters and continue significant financial impacts to the Tenaya Cabins Project.

**FINANCIAL IMPACT**

none

**ATTACHMENTS**

1. **Tenaya Cabins - County Fire - Second Amended and Restate Fire Agreement [DN 05.03.23] (1)**
2. **Tenaya Exhitbit A (3)**
3. **Tenaya Cabins redline edits**
4. **EIR 4.13-3 Tenaya Cabins Project**

**VOTE RESULT**

| | |
|---|---|
| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District I Supervisor Rosemarie Smallcombe |
| **SECONDER:** | District IV Supervisor Wayne Forsythe |
| **AYES:** | District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe |

SECOND AMENDED AND RESTATED
COUNTY FIRE PROTECTION AGREEMENT FOR
THE TENAYA CABINS PROJECT

THIS SECOND AMENDED AND RESTATED COUNTY FIRE PROTECTION AGREEMENT ("**Agreement**") dated August 1, 2023 for reference purposes only, is by and between DNC Parks & Resorts at Tenaya, Inc. a Delaware corporation ("**DN**" or "**Owner"**) and the County of Mariposa, California **("County**") and is made on the basis of the following facts, intentions and understandings:

A. Owner owns a resort project within the Fish Camp community, in the County of Mariposa, California commonly known as the Tenaya Cabins Project (the "**Project**").

B. The Project received Mariposa County Board of Supervisors (the "**Board**") Certification of the Environmental Impact Report ("**EIR**") by Board Resolution 2017-434 (the "**Board Resolution**"), to which were attached the Mitigation Measures approved under Board Resolution (the "**Mitigation Measures**").

C. The Board approved General Plan/Specific Plan Zoning Amendment GP/SPZA 2014-163 ("**GP/**SPZA"), Conditional Use Permit No. 2014-164 ("**CUP**") and Land Division Application LDA No.2014-165 ("**LDA**") by Resolution No. 2017-434. The Board Resolution included Conditions of Approval numbered 1 – 108 (each a "**Condition**" and together the "**Conditions**").

D. GP/SPZA, Condition No. 23 states:

Prior to the issuance of the any building or grading permits, the County Fire Chief shall provide the Planning Director with a letter certifying that the permit holder has entered into a written agreement satisfying the requirements of the County Fire Department for fire protection and demonstrates compliance with EIR mitigation Measure 4.13-3. The County Fire Chief shall provide a copy of the written agreement with the certification letter. The agreement shall, at a minimum, enumerate each mitigation measure identified in the Environmental Impact Report for fire protection and shall affirmatively state the measure's inclusion in the agreement or alternatives accomplishing the same objective as required by the mitigation measure that are incorporated into the agreement.

It is the intent of the parties for this Agreement to satisfy the written agreement requirements of Condition No. 23 and to fully and completely amend and replace in their entirety all written agreements satisfying the requirements of the County Fire Department for fire protection in those prior Resolutions with this Agreement for all purposes.

E. Pursuant to County Fire Protection Agreement for the Tenaya Cabins Project dated April 10, 2018, Owner and County entered into an agreement regarding the manner in which Condition No. 24 below was satisfied (the "**Original Agreement**").

F. Owner and County subsequently amended and restated the terms of the Original Agreement in their entirety pursuant to Amended and Restated County Fire Protection

Agreement for the Tenaya Cabins Project dated May 28, 2019 regarding the manner in which Condition No. 24 below was satisfied, as subsequently amended by the Temporary Amendment to Amended and Restated County Fire Protection Agreement for the Tenaya Cabins Project dated May 19, 2020 (collectively, the "**First Amended Agreement**").

G. Owner and County now desire to enter into this Agreement in order to amend and restate the terms of the First Amended Agreement regarding the manner in which Condition No. 24 below will be satisfied.

FOR GOOD AND VALUABLE CONSIDERATION, including without limitation the promises and covenants of the parties set for forth below, Owner and County (individually a "**Party**" and together the "**Parties**") agree as follows:

1. The Original Agreement and First Amended Agreement are each hereby superseded in its entirety and amended and restated as set forth in this Agreement.

2. **Mitigation Measure 4.13-3 (Condition No. 24)**

Mitigation Measure 4.13-3 and Condition No. 24 provide:

**Mitigation Measure 4.13-3: Provide supplementary fire protection staff and equipment.**
Prior to operation of the Tenaya Cabins Project, Delaware North (DN or Owner) shall provide a minimum of two trained and certified emergency staff on premises or on-call (in the Fish Camp community and available to respond to emergencies at all times. The supplementary staff would be trained to meet standards, as defined in section 4, paragraph B of this document. Staffing may be provided by Tenaya Lodge employees who have completed the required training.

DN shall provide personal protection equipment (PPE) and positive communication equipment for all firefighting and emergency service personnel provided by DN. PPE and communication equipment shall be stored in a central, secure location. Communication systems shall permit uninterrupted contact between all firefighters at all times and at all locations on or within the Project. In addition, there shall be positive communication at all times between a Tenaya Responder(s)and recognized Emergency Command Center (ECC). All equipment required shall be approved by Mariposa County Fire Department (MCDF) and maintained per manufacturer and National Fire Protection Association (NFPA) standards by DN.

DN and Mariposa County shall negotiate a mutually-agreeable project inventory. This shall be included as a condition of permitting for the project.

The above requirements, or equivalent as approved by the Mariposa County Fire Department, shall be included in a fully executed agreement between the Fire Department and DN prior to the issuance of grading or building permit for the project.

## 3. Emergency Incidents

For purposes of this Agreement, an "**Emergency Incident**" is defined as any emergency event occurring at the Project or in the Fish Camp community, as defined by the Fish Camp Town Plan, involving County Fire dispatches to mitigate fire emergencies in the incipient and beginning of free burning phase (not to include entering but working around an Immediately Dangerous to Life and Health (IDLH) atmosphere) as well as putting out small fires, evacuating and securing emergency scenes as necessary, helping make sure 9-1-1 system is activated and providing protection and mitigation of fires in the wildland environment surrounding the Project that originate from the Project.

## 4. Staffing and Training

a. Prior to the initial use or occupancy of the Project, Owner shall provide a minimum of two (2) on-call trained and certified emergency staff (also referred to as "supplementary fire protection staff") located within the Project or in the Fish Camp community, as defined by the Fish Camp Town Plan, at all times (individually a "**Responder**" and together the "**Responders**"). Responders may be employees of Owner. At all times at least one of the Responders shall be located within the Project and the other Responder shall be available and on-call to respond in the Fish Camp community, as defined by the Fish Camp Town Plan to an Emergency Incident.

b. Responders may become members of the Mariposa County Fire Department as determined by Owner or the staff members in their sole discretion. Responders shall be trained by the Mariposa County Fire Department consistent with those Standards, as amended from time to time, that are specifically developed by the Mariposa County Fire Department for the Responders to respond to an Emergency Incident (the "**Service Standards**"). The Service Standards as specified by MCFD will be to the National Fire Protection Association (NFPA) 600 Chapter 5, 5.2 and 5.3 as well as other training standards as listed in Exhibit A. A copy of the Service Standards will be attached as **Exhibit A**. Training will be coordinated by MCFD and may be held at the MCFD Training Center or other training sites utilized by MCFD. Employee travel to off-site training will be the responsibility of the owner (DNC). The owner Safety Manager and Mariposa County Fire Training Captain will work together to determine the most efficient hiring to training timelines in an effort to get new responders fully trained to the said service standards as soon as possible and/or practical. The owner Safety Manager and Mariposa County Fire Training Captain will work together to determine training schedules to keep current responders up to date and proficient to said service standards. All Responders that are members of Mariposa County Fire Department will have access to the Fish Camp Fire Station for all training, storage of personal fire-fighting equipment and other uses offered to volunteers of the Mariposa County Fire Department. All radios and contact with Mariposa County Fire Department will be incorporated into the current radio/dispatch agreement as County volunteers.



c. Responders shall respond to all dispatched Emergency Incidents . Owner shall compensate Responders during their normal shift at their normal pay rate and provide workers compensation insurance during that period. Once

the Responders normal shift is completed, Owner shall send relief Responders to replace those going off shift, at which time the original Responders may choose to remain at the scene as a member of the Mariposa County Fire Department as a volunteer if they are a volunteer member. Compensation for all work provided is the responsibility of Owner, as their employer. All work performed after their 8 hour shift or 40 hour work week is as a volunteer only. No additional compensation for any work performed by Responders outside of training and scheduled work shifts will be required by Owner. Responders shall be capable of commencing their response to emergencies within 2 minutes.

d. Owner shall designate an employee ("Safety Manager"), who may also be a Responder, as the point of contact for compliance with this Agreement. The Safety Manager shall be the Owner's representative for ongoing compliance with this Agreement.

e. The Safety Manager or designee will be responsible for routine radio checks with the Emergency Command Center ("**ECC**"). The Safety Manager or designee shall be responsible for maintaining all work attendance records, radio logs, call outs and training records. All assigned schedules, call out logs, work attendance and training records shall be maintained and available to the County Fire Chief and/or designee for a minimum of three (3) years.

f. As part of the daily staffing report, the Safety Manager or designee shall advise the Mariposa County staff via phone or email, as to Owner's staffing levels over the following 24 hours. In the event that Owner is unable to fulfill its obligation to meet the "two at all times" requirement to respond to Emergency Incidents, County Fire shall have the option of staffing the Fish Camp station for the period of time during which Owner is not in compliance with the required staffing levels.

g. At any time at which Owner anticipates or learns that it will be unable to fulfill the "two at all times" requirement to respond to Emergency Incidents, the Safety Manager or designee shall provide notice by telephone to the County Fire Chief or designee staff or advise the ECC of the anticipated gap in coverage. County Fire shall have the option of staffing the Fish Camp station for the period of time during which Owner is not in compliance with the required staffing levels.

h. For purposes of Sections 4(f) and (g) above, County Fire shall have the option of invoicing Owner for the costs of providing the replacement staffing. Upon invoicing detailing the staffing and charge-out rate, Owner shall reimburse the County within thirty (30) calendar days. County Fire agrees to dispatch County Fire Volunteers, however if sufficient volunteers are unable to meet the "two at all times" requirement, County Fire may utilize CAL FIRE staff for coverage.

The charge rate for County Fire Volunteers will be based upon the current Cal

OES Local Government Fire and Emergency assistance rate letter. A link to the current Cal OES Local Government Fire and Emergency assistance rate letter can be found at https://www.caloes.ca.gov/wp-content/uploads/Fire-Rescue/Documents/Rate_Letter_Effective_May_1_2022.pdf**.** For CAL FIRE staff, the charge shall be based upon actual costs.

i. If there is an Emergency Incident on the Project and Owner is unable to provide two qualified responders during a time period not previously disclosed to County Fire pursuant to (f) or (g) above and County Fire dispatches a Responder (or Responders) other than Mariposa County Fire (e.g. CAL FIRE or from an out-of-county department), County Fire shall have the option of invoicing OWNER for its costs in a manner consistent with the steps enumerated in (f) above.

**5. <u>On-Site Equipment</u>**

a. Owner, at Owner's sole expense, shall provide and maintain PPE for each Responder. The PPE shall conform to the PPE provided to County Fire Volunteers as listed on the County PPE inventory list, as amended from time to time. The current list is attached as **Exhibit B**. The PPE shall be stored in a central, secure location on the Project or at such location as may be approved by County Fire.

b. Owner, at Owner's sole expense, shall provide and maintain positive communication systems for its Responders consisting of:

    i. A centrally located base station with antennae on the Project,
    ii. Pagers for each Responder, and
    iii. Hand held radios for each Responder, as well as one spare unit.

c. The communications system shall be developed and installed in accordance with County specifications and shall be able to receive and transmit through the current telecommunications system and dispatch center, using an antenna capable of receiving and transmitting through appropriate repeater sites.

d. The communications equipment shall be stored in a central, secure location on the Project, or at such other location approved by County Fire.

e. There shall be uninterrupted communication capability at all times between a Responder, responding emergency personnel and the ECC.

f. Equipment maintenance shall be pursuant to manufacturer and NFPA standards.

g. Owner, at Owner's sole expense, shall provide and maintain a designated response vehicle selected by Owner carrying minimum 200 gal of water with pump that can provide 125 gpm @ 150psi, carry minimum 200' of 1" and 200'

1 ½" wildland hose and appropriate nozzle to be utilized for response and initial mitigation of fires, one emergency medical trauma kits, including oxygen as approved by County Fire (which approval is limited to confirming compliance with the foregoing requirements) to ensure immediate attention for all medical responses will be maintained and available at all times. A spare oxygen bottle and replacement supplies, shall be stored in a central, secure location on the Project, or at such other location approved by County Fire.

h. Owner, at Owner's sole expense, shall provide and maintain the following wildland and structural firefighting equipment:

    i. Tool Inventory: (1 per Responder to be on designated response vehicle and 1 spare to be secure location on the Project, or at such other location approved by County Fire.)
        i. 3-McLeod
        ii. 3-Combination Tool
        iii. 3-Shovel
        iv. 3-Pulaski
        v. 3-Backpack Pump
        vi. 3-Flashlight, general service
        vii. 3-Pliers, fence
        viii. 3-Hose Clamp
        ix. 3-Flagging, Pink (roll)
        x. 3-Flagging, Yellow w/Black Stripes (roll)

**6. <u>Approval by County Fire</u>**

Prior to the issuance of a Certificate of Occupancy for any new structure within the Project, County Fire shall submit confirmation to the County Planning Department that:

a. Responders have been trained and are available to serve the Project, and

b. All equipment required by this Agreement is on the Project site (or other location approved by County Fire) and properly secured.

**7. <u>Capital Contribution</u>**

Owner has paid a one-time, negotiated amount for apparatus inventory for the Fish Camp fire station. The negotiated amount of $25,550.03 (twenty five thousand five hundred fifty dollars and 03 cents) was paid by Owner to the County prior to issuance of any certificate of occupancy to the Project and applied towards the apparatus inventory for the Fish Camp fire station. After payment of such amount, Owner shall have no further capital contributions in connection with CUP conditions 23 and 24

other than the expenditures for equipment maintenance and replacement as specified in this Agreement.

**8. Investigation**

County Fire shall have the right to investigate any failure by Owner to provide the staffing required by this Agreement. Owner shall cooperate in the investigation(s). County shall review the results of such investigation(s). If Owner is found to be in violation of this Agreement by County Fire, County may schedule one or more meet-and-confer sessions with Owner to review Owner's compliance with this Agreement. Based upon the investigation(s), the parties may agree to a remedial action plan if appropriate and necessary. County shall schedule a meet-and-confer session with Owner prior to conducting any hearings on revocation of the conditional use permit. The remedy of conditional use permit revocation shall be cumulative to other remedies provided for in this Agreement.

**9. Insurance**

With respect to any liability, damages, claims, actions, losses, causes of action, costs and expenses, including without limitation, reasonable attorney's fees relating to or arising from the Responders' duties set forth in this Agreement, Owner shall cause County to be named as an additional insured on Owner's general liability and, if possible, employment practices liability insurance. Prior to the issuance of any certificate of occupancy for the Project, Owner will provide County with certificates of insurance evidencing the general liability and employment practices liability insurance and evidencing that County is included as additional named insureds under Owner's general liability insurance and, if possible, employment practices liability insurance. Owner shall provide renewal certificates for such insurance upon the expiration of any such policies.

**10. Mariposa County Code Section 17.140.030 (Conditional use permits and variances–Revocation)**.

Subject to section 8 above, the CUP for the Project may be revoked by resolution of the Mariposa County Planning Commission if it is determined that Owner has failed to meet any or all of the requirements that were imposed as Conditions on the CUP in any material respect, including this Agreement.

**11. Term**

a. The term of this Agreement shall run coterminous with Owner's exercise of Conditional Use Permit No.2014-164.

b. Either party can request a meeting at any time to review the status and need for this Agreement.

c. Owner may apply for an amendment to the Conditional Use Permit conditions 23 and 24 and related mitigation measures at any time and the County will process the request as required by law.

d. If in the future the Fish Camp fire station is sufficiently staffed as determined by the County Fire Chief, Owner may apply for an amendment to the Conditional Use Permit to reduce its staffing obligation under this Agreement during the time period(s) during which the Fish Camp fire station is staffed. As an example, if the Fish Camp station is staffed from 10:00 p.m. to 6:00 a.m., then Owner may seek a commensurate reduction in Responders for the same time period. County agrees to not unreasonably deny or condition the amendment request.

**12. Miscellaneous Provisions**.

a. **Interpretation Guides.** This Agreement shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against any Party on the premise that it was, or its attorneys were, responsible for drafting this Agreement or any provision herein. The captions and headings set forth herein are for convenience only and in no way establish, define or limit the scope or intent of any Article, Section, Subsection, Subdivision or other provision of this Agreement. Any reference herein to an Article, Section, Subsection, or Subdivision, unless specified otherwise, shall be a reference to an Article, Section, Subsection or Subdivision of this Agreement. When necessary or useful in the context of this Agreement, use of the singular shall be deemed to include the plural, and use of the plural shall be deemed to include the singular.

b. **Entire Agreement.** This Agreement contains the entire agreement and understanding concerning the matters described in this Agreement, and this Agreement supersedes and replaces all prior negotiations and proposed agreements, written or oral, except as they are included in this Agreement. Each Party acknowledges that: (i) neither the other Party nor its agents or attorneys have made any promise, representation, or warranty whatsoever, express or implied, not contained herein to induce the execution of this Agreement; and (ii) this Agreement has not been executed in reliance upon any promise, representation, or warranty not contained herein.

c. **Severability.** If any Article, Section, Subsection, Subdivision, paragraph, sentence, clause or phrase contained in this Agreement is held by a court of competent jurisdiction to be illegal, null or void, the remaining Articles, Sections, Subsections, Subdivisions, paragraphs, sentences, clauses or phrases contained in this Agreement shall not be affected thereby. In such event, this Agreement shall continue in effect and shall be interpreted to the fullest extent possible considering the illegal, null or void language to effectuate the intent of the Parties.

d. **Waiver.** The failure of any Party at any time to require a performance by the other Party of any provision of this Agreement shall not affect in any way the full right to require performance at any time thereafter of the same or any other requirement set forth in this Agreement. The waiver of any breach of any provision of this Agreement by a Party shall not be deemed to be a waiver of any preceding or subsequent breach of the same or any other provision of this Agreement.

e. **Legal Expenses.** Each of the Parties will bear its own costs and legal expenses associated with the negotiation, execution, and performance of its obligations under the terms of this Agreement.

f. **Time Limits.** Any time limit, time period, date by which any act or event is to have occurred, or date by which any condition is to have been satisfied, that is set forth in this Agreement may be extended by written agreement of the Parties. All references in this Agreement to the performance of an act or occurrence of an event, or satisfaction of any condition, within a specific time limit or period, or by a specific date, if applicable because of an extension pursuant to this Section, shall be interpreted as allowing until the end of the extended period, or until the extended date, for the performance of such act, the occurrence of such event, or satisfaction of such condition. If the last day of any time period ends on a Saturday, Sunday or any government holiday, that last day shall be extended to the next business day.

g. **Assignment.** Owner shall have the right to assign its rights and obligations under this Agreement but only with County's express written consent, which shall be conditioned upon such assignee having acquired title to the Project, and which shall not be unreasonably withheld, conditioned or delayed. Any proposed assignee shall execute a document providing such assurances or assumptions as required by County. Any such authorized assignment must be in writing executed by County and shall have no force or effect with respect to this Agreement until County receives a copy of the written assignment and has approved the assignment in writing. In the event the assignee is not the operator of the Project, the operator shall also assume the obligations in a manner similar to that of the assignee. County shall act upon the assignment request within thirty (30) calendar days of receipt.

Notwithstanding the foregoing, Owner may, without the consent of County, assign its rights and obligations under this Agreement to a person or entity who (directly or indirectly) owns, controls, is controlled by or is under common with, Owner who has acquired fee title or is the operator of the Project; provided that Owner shall provide written notice to County, together with a copy of such assumption by assignee within ten (10) calendar days following such assignment.

h. **Binding on Successors and Assigns.** This Agreement shall be binding on the Parties and their respective duly authorized successors and assigns subject to Section 12(g)

i. **Binding Contract.** The Parties acknowledge that this Agreement is fully enforceable against the Parties as a binding contract, and neither Party will assert in any manner that it is acting in excess of its powers in entering into this Agreement.

j. **Represented By Counsel.** The Parties hereto acknowledge they have each been represented by counsel in the negotiation, drafting and execution of this Agreement.

k. **Amendment.** Except as provided herein, this Agreement may not be modified except by a writing duly approved, signed, and delivered by the parties.

l. **Counterparts; Electronic Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be an original, but all of which, taken together, shall constitute the same instrument. Signatures may be by facsimile or pdf electronic signature.

m. **Authority to Execute.** Each person signing this Agreement represents and warrants that he or she is legally entitled to enter into this Agreement, or has been authorized by appropriate action of the Party whom he or she represents to execute and thereby bind such Party to this Agreement.

n. **Estoppel.** Upon written request from Owner, County shall provide Owner, or any other party designated by Owner, a written statement of any matter pertaining to this Agreement, including whether any default of Owner exists under this Agreement ("Estoppel"). The executed Estoppel shall be delivered to Owner within thirty (30) calendar days following Owner's written request.

o. **Notices, Demands and Communications between the Parties.** Any notices, requests, demands, documents, approvals or disapprovals given or sent under this Agreement from one party to the other party shall be in writing, may be given by that party's legal counsel and shall be (a) personally delivered, or (b) sent by registered or certified mail, postage prepaid, or (c) sent by facsimile, or (d) sent by reputable overnight courier (such as FedEx), and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the Party to receive such notice, (ii) if mailed, three (3) business days following the date of posting by the United States Postal Service, (iii) if sent by facsimile, when sent, or (iv) if sent by reputable overnight courier, two (2) business days after deposit with the overnight courier. Any notices, requests, demands, documents, approvals or disapprovals given or sent by facsimile must be confirmed within forty-eight

(48) hours by letter mailed or delivered in accordance with the foregoing. The addresses and fax numbers of the Parties are as follows:

To County:

County of Mariposa Board of Supervisors
P.O. Box 784
5100 Bullion Street
Mariposa, CA 95338

Telephone: (209) 966-3222
Fax: (209) 966-5147

To Owner:

DNC Parks & Resorts at Tenaya, Inc.
Attention: General Manager
P.O. Box 159
122 Highway 41
Fish Camp, CA 93623

Telephone: (559) 683-6555
Fax: (559) 658-2135

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p. **Attorneys' Fees**. In the event of a default by either party hereto which becomes the subject of litigation, the losing party agrees to pay the reasonable legal fees actually incurred by the prevailing party. For purposes of this Section, a party will be considered to be the "prevailing party" if (a) such party initiated the litigation and substantially obtained the relief which it sought (whether by judgment, voluntary agreement or action of the other party, trial, or alternative dispute resolution process), (b) such party did not initiate the litigation and either (i) received a judgment in its favor, or (ii) did not receive judgment in its favor, but the party receiving the judgment did not substantially obtain the relief which it sought, or (c) the other party to the litigation withdrew its claim or action without having substantially received the relief which it was seeking. The provision of this Section shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first stated above.

Owner: DNC Parks & Resorts at Tenaya, Inc

By: _____
Name: ___Brett Archer_____
Title: __General Manager

County: County of Mariposa

By: _____
Miles Menetrey, Chair
Board of Supervisors

ATTEST:

_____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

**Exhibit A**

Per NFPA 600 Chapter 5

**5.2 Limits for Facility Fire Brigades Assigned Incipient Fire Response Duties.**

1. They are able safely fight the fire in normal work clothing.
2. They are not required to crawl or take other evasive action to avoid smoke and heat.
3. They are not required to wear thermal protective clothing or self-contained breathing apparatus (SCBA).
4. They are able to fight the fire effectively with portable extinguishers or handlines flowing up to 125 GPM.

**5.3 Education, Training and Drills**

5.3.1 All facility fire brigade members shall receive training and education at least annually.

5.3.2 All facility fire brigade members shall participate in a drill at least annually.

5.3.3 Training and drills involving live fire evolutions shall be performed in accordance with recognized safety precautions.

Training topics may include but ore not limited to:

Public Safety First Aid/ CPR

Hazardous Materials First Responder Awareness/ Confined Space Awareness

Wildland Firefighting

a. Topic 2-1 (SFT Firefighter 1C Course Plan)
    i. Wildland Fire Behavior
b. Topic 2-2 (SFT Firefighter 1C Course Plan)
    i. Recognizing Hazards and Unsafe Situations
c. Topic 2-5 (SFT Firefighter 1C Course Plan)
    i. Deploying a Fire Shelter
d. Topic 2-6 (SFT Firefighter 1C Course Plan)
    i. Maintaining Suppression Hand Tools and Equipment
e. Topic 3-2 (SFT Firefighter 1C Course Plan)
    i. Constructing a Fireline
f. Topic 3-3 (SFT Firefighter 1C Course Plan)
    i. Securing a Fireline

Fire Hose and Streams

a. Topic 5-2 (SFT Firefighter 1A Course Plan)
    i. Fire Behavior
b. Topic 5-6 (SFT Firefighter 1A Course Plan)
    i. Deploy and Connect Fire Hose
c. Topic 5-7 (SFT Firefighter 1A Course Plan)
    i. Utility Control at Emergencies

Vehicle Fires

a. Topic 7-2 (SFT Firefighter 1A Course Plan)
    i. Attacking a Vehicle Fire

Training will be coordinated by MCFD and may be held at the MCFD Training Center or other training sites utilized by MCFD. Employee travel to off-site training will be the responsibility of the owner (DNC).

**Exhibit B**

PPE Inventory List

1. Wildland Helmet w/Goggles & Shroud
2. Wildland Hose Clamp
3. Wildland Kit (includes Web Gear, Head Lamp & Fire Shelter)
4. Gear Bag
5. Gloves –/Wildland
6. Wildland Pant – Nomex
7. Wildland Shirt – Nomex

* * * * * * * *

**Exhibit A**

Per NFPA 600 Chapter 5

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c. Topic 2-5 (SFT Firefighter 1C Course Plan)
    i. Deploying a Fire Shelter
d. Topic 2-6 (SFT Firefighter 1C Course Plan)
    i. Maintaining Suppression Hand Tools and Equipment
e. Topic 3-2 (SFT Firefighter 1C Course Plan)
    i. Constructing a Fireline
f. Topic 3-3 (SFT Firefighter 1C Course Plan)
    i. Securing a Fireline

Fire Hose and Streams

a. Topic 5-2 (SFT Firefighter 1A Course Plan)
    i. Fire Behavior
b. Topic 5-6 (SFT Firefighter 1A Course Plan)
    i. Deploy and Connect Fire Hose
c. Topic 5-7 (SFT Firefighter 1A Course Plan)
    i. Utility Control at Emergencies

Vehicle Fires

a. Topic 7-2 (SFT Firefighter 1A Course Plan)
    i. Attacking a Vehicle Fire

Training will be coordinated by MCFD and may be held at the MCFD Training Center or other training sites utilized by MCFD. Employee travel to off-site training will be the responsibility of the owner (DNC).

SECOND AMENDED AND RESTATED
COUNTY FIRE PROTECTION AGREEMENT FOR
THE TENAYA CABINS PROJECT

THIS SECOND AMENDED AND RESTATED COUNTY FIRE PROTECTION AGREEMENT ("**Agreement**") dated ~~May 28, 2019~~May August __, 2023 for reference purposes only, is by and between DNC Parks & Resorts at Tenaya, Inc. a Delaware corporation ~~("~~("**DN**" or "**Owner**~~")~~") and the County of Mariposa, California **("County**") and is made on the basis of the following facts, intentions and understandings:

A. Owner ~~is developing~~owns a resort project within the Fish Camp community, in the County of Mariposa, California commonly known as the Tenaya Cabins Project (the "**Project**").

B. The Project ~~has~~ received Mariposa County Board of Supervisors (the "**Board**") Certification of the Environmental Impact Report ("**EIR**") by Board Resolution 2017-434 (the "**Board Resolution**"), to which were attached the Mitigation Measures approved under Board Resolution (the "**Mitigation Measures**").

C. The Board approved General Plan/Specific Plan Zoning Amendment GP/SPZA 2014-163 ~~(~~("**GP**/SPZA~~),~~"), Conditional Use Permit No. 2014-164 ("**CUP**") and Land Division Application LDA No.2014-165 ("**LDA**") by Resolution No. 2017-434. The Board Resolution included Conditions of Approval numbered 1 – 108 (each a "**Condition**" and together the "**Conditions**").

D. GP/SPZA, Condition No. 23 states:

Prior to the issuance of the any building or grading permits, the County Fire Chief shall provide the Planning Director with a letter certifying that the permit holder has entered into a written agreement satisfying the requirements of the County Fire Department for fire protection and demonstrates compliance with EIR mitigation Measure 4.13-3. The County Fire Chief shall provide a copy of the written agreement with the certification letter. The agreement shall, at a minimum, enumerate each mitigation measure identified in the Environmental Impact Report for fire protection and shall affirmatively state the measure's inclusion in the agreement or alternatives accomplishing the same objective as required by the mitigation measure that are incorporated into the agreement.

It is the intent of the parties for this Agreement to satisfy the written agreement requirements of Condition No. ~~23~~23 and to fully and completely amend and replace in their entirety all written agreements satisfying the requirements of the County Fire Department for fire protection in those prior Resolutions with this Agreement for all purposes.

E. Pursuant to County Fire Protection Agreement for the Tenaya Cabins Project dated ~~May 28, 2019~~April 10, 2018, Owner and County entered into an agreement regarding the manner in which Condition No. 24 below was satisfied (the "**Original Agreement**").

~~E.~~F. Owner and County subsequently amended and restated the terms of the Original Agreement in their entirety pursuant to Amended and Restated County Fire Protection Agreement for the Tenaya Cabins Project dated May 28, 2019 regarding the manner in which Condition No. 24 below was satisfied, as subsequently amended by the Temporary Amendment to Amended and Restated County Fire Protection Agreement for the Tenaya Cabins Project dated May 19, 2020 (collectively, the "**First Amended Agreement**").

**Commented [RBJ1]:** There have been 3 documents signed. The original agreement in 2018, a revised agreement in 2019 (replacing the 2018 agreement) and an amendment in 2020 to that 2019 revised agreement. This new agreement would replace all prior agreements.

~~F.~~G. Owner and County now desire to enter into this Agreement in order to amend and restate the terms of the First Amended Agreement regarding the manner in which Condition No. 24 below will be satisfied.

FOR GOOD AND VALUABLE CONSIDERATION, including without limitation the promises and covenants of the parties set for forth below, Owner and County (individually a "**Party**" and together the "**Parties**") agree as follows:

1. The Original Agreement ~~is~~and First Amended Agreement are each hereby superseded in its entirety and amended and restated as set forth in this Agreement.

2. **Mitigation Measure 4.13-3 (Condition No. 24)**

   Mitigation Measure 4.13-3 and Condition No. 24 provide:

   **Mitigation Measure 4.13-3: Provide supplementary fire protection staff and equipment.** ~~Prior to operation of the Tenaya Cabins Project, Delaware North (DN) shall provide a minimum of two trained and certified emergency staff on premises or in the Fish Camp community and available to respond to emergencies at all times. The supplementary staff would be trained to meet Mariposa County Fire Department Volunteer Fire Service standards. Staffing may be provided by Tenaya Lodge employees who have completed the required training.~~
   Prior to operation of the Tenaya Cabins Project, Delaware North (DN or Owner) shall provide a minimum of two trained and certified emergency staff on premises or on-call (in the Fish Camp community and available to respond to emergencies at all times. The supplementary staff would be trained to meet standards, as defined in section 4, paragraph B of this document. Staffing may be provided by Tenaya Lodge employees who have completed the required training.

   DN shall provide personal protection equipment (PPE) and positive communication equipment for all firefighting and emergency service personnel provided by DN. PPE and communication equipment shall be stored in a central, secure location. Communication systems shall permit uninterrupted contact between all firefighters at all times and at all locations on or within the Project. In addition, there shall be positive communication at all times between a ~~fire officer~~ Tenaya Responder(s)and recognized Emergency Command Center (ECC). All equipment required shall be approved by ~~and become property of~~ Mariposa County Fire Department (MCDF) and maintained per manufacturer and National Fire Protection Association (NFPA) standards by DN.

DN and Mariposa County shall negotiate a mutually-agreeable project ~~contribution to support the Mariposa County Fire Department apparatus~~ inventory. This shall be included as a condition of permitting for the project.

The above requirements, or equivalent as approved by the Mariposa County Fire Department, shall be included in a fully executed agreement between the Fire Department and DN prior to the issuance of grading or building permit for the project.

**3. Emergency Incidents**

For purposes of this Agreement, an "**Emergency Incident**" is defined as any emergency event occurring at the Project ~~and~~or in the Fish Camp community, as defined by the Fish Camp Town ~~Planning Area~~Plan, involving County Fire dispatches ~~for Priority 1~~to mitigate fire emergencies in the incipient and beginning of free burning phase (not to include entering but working around an Immediately Dangerous to Life and ~~2 Medical Events, Public Service Assists~~Health (IDLH) atmosphere) as well as putting out small fires, evacuating and ~~any Fire Emergency, as further defined in **Exhibit A**~~.securing emergency scenes as necessary, helping make sure 9-1-1 system is activated and providing protection and mitigation of fires in the weildtland environment surrounding the Project that originate from the Project.

**4. Staffing and Training**

a. Prior to the initial use or occupancy of the Project, Owner shall provide a minimum of two (2) on-call trained and certified emergency staff (also referred to as "supplementary fire protection staff") located within the Project or in the Fish Camp community, as defined by the Fish Camp Town Plan, at all times (individually a "**Responder**" and together the "**Responders**"). Responders may be employees of Owner. At all times at least one of the Responders shall be located within the Project and the other Responder shall be available and on-call to respond in the Fish Camp community, as defined by the Fish Camp Town Plan to an Emergency Incident.

b. Responders may become members of the Mariposa County Fire Department as determined by Owner or the staff members in their sole discretion. Tenaya Responders shall be trained ~~as specified~~ by the Mariposa County Fire Department consistent with those ~~Volunteer Fire Service~~ Standards, as amended from time to time, ~~for a~~ that are specifically developed by the Mariposa County Fire Department ~~(MCFD) Firefighter with exception for the purposes of DN responders, the standard of training shall be~~for the Responders to ~~a satisfactory level to mitigate fire emergencies in the incipient and beginning of free burning phase not to include entering but working around an Immediately Dangerous to Life and Health (IDLH) atmosphere. They will be able to quickly~~ respond ~~and put out small~~

**Commented [WS2]:** This is owner property and should no longer be part of MCFD inventory.

**Commented [RBJ3]:** This term has been refined to include the elements of Section 4(b) so that there is one consolidated and consistent meaning.

**Commented [RBJ4]:** Both Tenaya and the staff members who become responders need to be able to decide whether they become members of the County Fire Department. It shouldn't be up to the County to decide.

~~fires, evacuate and secure emergency scenes as necessary, make sure 9-1-1 system is activated, and provide protection and mitigation of fires in~~ to an Emergency Incident (the ~~surrounding wildland environment that originate from their properties. The current standards are established by the "Mariposa County Fire Department Training Plan" dated December Ongoing training and certification shall be as specified in the Volunteer Fire~~ "**Service Standards**~~.~~"). The Service Standards as specified by MCFD will be to the National Fire Protection Association (NFPA) 600 Chapter 5, 5.2 and 5.3 as well as other training standards as listed in Exhibit A. ~~are subject to review and approval by Owner in its reasonable discretion and acting in good faith.~~ A copy of the Service Standards will be attached as **Exhibit A**. Training will be coordinated by MCFD and may be held at the MCFD Training Center or other training sites utilized by MCFD. Employee travel to off-site training will be the responsibility of the owner (DNC). The owner Safety Manager and Mariposa County Fire Training Captain will work together to determine the most efficient hiring to training timelines in an effort to get new responders fully trained to the said service standards as soon as possible and/or practical. The owner Safety Manager and Mariposa County Fire Training Captain will work together to determine training schedules to keep current responders up to date and proficient to said service standards. All Responders that are members of Mariposa County ~~Volunteer~~ Fire Department will have access to the Fish Camp Fire Station for all training, storage of personal fire-fighting equipment and other uses offered to volunteers of the Mariposa County Fire Department. ~~all~~All radios and contact with Mariposa County Fire Department will be incorporated into the current radio/dispatch agreement as County volunteers.

**Commented [RBJ5]:** See comment in Section 3

**Commented [WS6]:** Training standards should be determined by MCFD and not subject to owner approval.

**Commented [WS7]:** Trainings will be provided by MCFD but will not be at Fishcamp site, but most of the time in Mariposa at MCFD training. Expect both on and off site trainings.

c. Responders shall respond to all dispatched Emergency Incidents ~~as defined section 3 of this agreement~~~~Owner~~. Owner shall compensate Responders during their normal shift at their normal pay rate and provide workers compensation insurance during that period. Once the Responders normal shift is completed, Owner shall send relief Responders to replace those going off shift, at which time the original Responders may choose to remain at the scene as a member of the Mariposa County Fire Department as a volunteer if they are a volunteer member. Compensation for all work provided is the responsibility of Owner, as their employer. All work performed after their 8 hour shift or 40 hour work week is as a volunteer only. No additional compensation for any work performed by Responders outside of training and scheduled work shifts will be required by Owner. Responders shall be capable of ~~responding~~commencing their response to emergencies within 2 minutes.

d. Owner shall designate an employee ("Safety Manager"), who may also be a Responder, as the point of contact for compliance with this Agreement. The Safety Manager shall be the Owner's representative for ongoing compliance with this Agreement.

e. The Safety Manager or designee will be responsible for routine radio checks

with the Emergency Command Center. ("**ECC**"). The Safety Manager or designee shall be responsible for maintaining all work attendance records, radio logs, call outs and training records. All assigned schedules, call out logs, work attendance and training records shall be maintained and available to the County Fire Chief and/or designee for a minimum of three (3) years.

f. As part of the daily staffing report, the Safety Manager or designee shall advise the Mariposa County staff via phone or email, as to Owner's staffing levels over the following 24 hours. In the event that Owner is unable to fulfill its obligation to meet the "two at all times" requirement to respond to Emergency Incidents, County Fire shall have the option of staffing the Fish Camp station for the period of time during which Owner is not in compliance with the required staffing levels.

g. At any time at which Owner anticipates or learns that it will be unable to fulfill the "two at all times" requirement to respond to Emergency Incidents, the Safety Manager or designee shall provide notice by telephone to the County Fire Chief or designee staff ~~oradvise~~or advise the ECC of the anticipated gap in coverage. County Fire shall have the option of staffing the Fish Camp station for the period of time during which Owner is not in compliance with the required staffing levels.

h. For purposes of ~~paragraphs~~ Sections 4(f) and (g) above, County Fire shall have the option of invoicing Owner for the costs of providing the replacement staffing. Upon invoicing detailing the staffing and charge-out rate, Owner shall reimburse the County within thirty (30) calendar days. County Fire agrees to dispatch County Fire Volunteers, however if sufficient volunteers are unable to meet the "two at all times" requirement, County Fire may utilize CAL FIRE staff for coverage.

   The charge rate for County Fire Volunteers will be based upon the current Cal OES Local Government Fire and Emergency assistance rate letter. ~~The current link to the~~A link to the current Cal OES Local Government Fire and Emergency assistance rate letter can be found at https://www.caloes.ca.gov/wp-content/uploads/Fire-Rescue/Documents/Rate_Letter_Effective_May_1_2022.pdf**.** For CAL FIRE staff, the charge shall be based upon actual costs.

i. If there is an Emergency Incident on the Project and Owner is unable to provide two qualified responders during a time period not previously disclosed to County Fire pursuant to (f) or (g) above and County Fire dispatches a Responder (or Responders) other than Mariposa County Fire (e.g. CAL FIRE or from an out-of-county department), County Fire shall have the option of invoicing OWNER for its costs in a manner consistent with the steps enumerated in (f) above.

**5. On-Site Equipment**

a. Owner, at Owner's sole expense, shall provide and maintain PPE for each Responder. The PPE shall conform to the PPE provided to County Fire Volunteers as listed on the County PPE inventory list, as amended from time to time. The current list is attached as **Exhibit ~~D~~B**. The PPE shall be stored in a central, secure location on the Project or at such location as may be approved by County Fire.

b. Owner, at Owner's sole expense, shall provide and maintain positive communication systems for its Responders consisting of:

   i. A centrally located base station with antennae on the Project,
   ii. Pagers for each Responder, and
   iii. Hand held radios for each Responder, as well as one spare unit.

c. The communications system shall be developed and installed in accordance with County specifications and shall be able to receive and transmit through the current telecommunications system and dispatch center, using an antenna capable of receiving and transmitting through appropriate repeater sites.

d. The communications equipment shall be stored in a central, secure location on the Project, or at such other location approved by County Fire.

e. There shall be uninterrupted communication capability at all times between a Responder, responding emergency personnel and the ECC.

f. Equipment maintenance shall be pursuant to manufacturer and NFPA standards.

g. Owner, at Owner's sole expense, shall provide and maintain a designated response vehicle selected by Owner carrying minimum 2~~1~~00 gal of water with pump that can provide 12580gpm @ 150psi, carry minimum- 200' of 1" and 200' 1 ½" wildland hose and appropriate nozzle to be utilized for response and initial mitigation of fires, one emergency medical trauma kits, including oxygen as approved by County Fire (which approval is limited to confirming compliance with the foregoing requirements) to ensure immediate attention for all medical responses will be maintained and available at all times. A spare -oxygen bottle and replacement supplies, shall be stored ~~incentral~~in a central, secure location on the Project, or at such other location approved by County Fire.

h. Owner, at Owner's sole expense, shall provide and maintain the following wildland and structural firefighting equipment:

**Commented [WS8]:** I adjusted this to match the spec'd tank and pump you have coming. You exceed this minimum with what you have ordered. These capacity and pump capabilites are more appropriate.

i. Tool Inventory: (1 per Responder to be on designated response vehicle and 1 spare to be secure location on the Project, or at such other location approved by County Fire.)

)

i. 3-McLeod
ii. 3-Combination Tool
iii. 3-Shovel
iv. 3-Pulaski
v. 3-Backpack Pump
vi. 3-Flashlight, general service
vii. 3-Pliers, fence
viii. 3-Hose Clamp
ix. 3-Flagging, Pink (roll)
x. 3-Flagging, Yellow w/Black Stripes (roll)

**6. Approval by County Fire**

Prior to the issuance of a Certificate of Occupancy for any new structure within the Project, County Fire shall submit confirmation to the County Planning Department that:

a. Responders have been trained and are available to serve the Project, and

b. All equipment required by this Agreement is on the Project site (or other location approved by County Fire) and properly secured.

**7. Capital Contribution**

Owner shall payhas paid a one-time, negotiated amount for apparatus inventory for the Fish Camp fire station. The negotiated amount of $25,550.03 (twenty five thousand five hundred fifty dollars and 03 cents) shall bewas paid by Owner to the County prior to issuance of any certificate of occupancy to the Project and applied towards the apparatus inventory for the Fish Camp fire station. After payment of such amount, Owner shall have no further capital contributions in connection with CUP conditions 23 and 24 other than the expenditures for equipment maintenance and replacement as specified in this Agreement.

**8. Investigation**

County Fire shall have the right to investigate any failure by Owner to provide the staffing required by this Agreement. Owner shall cooperate in the investigation(s). County shall review the results of such investigation(s). If Owner is found to be in violation of this Agreement by County Fire, County may schedule one or more meet-and-confer sessions with Owner to review Owner's compliance with this Agreement. Based upon the investigation(s), the parties may agree to a remedial action plan if

appropriate and necessary. County shall schedule a meet-and-confer session with Owner prior to conducting any hearings on revocation of the conditional use permit. The remedy of conditional use permit revocation shall be cumulative to other remedies provided for in this Agreement.

**9. Insurance**

With respect to any liability, damages, claims, actions, losses, causes of action, costs and expenses, including without limitation, reasonable attorney's fees relating to or arising from the Responders' duties set forth in this Agreement, Owner shall cause County to be named as an additional insured on Owner's general liability and, if possible, employment practices liability insurance. Prior to the issuance of any certificate of occupancy for the Project, Owner will provide County with certificates of insurance evidencing the general liability and employment practices liability insurance and evidencing that County is included as additional named insureds under Owner's general liability insurance and, if possible, employment practices liability insurance. Owner shall provide renewal certificates for such insurance upon the expiration of any such policies.

**10. Mariposa County Code Section 17.140.030 (Conditional use permits and variances–Revocation)**.

Subject to section 8 above, the CUP for the Project may be revoked by resolution of the Mariposa County Planning Commission if it is determined that Owner has failed to meet any or all of the requirements that were imposed as Conditions on the CUP in any material respect, including this Agreement.

**11. Term**

a. The term of this Agreement shall run coterminous with Owner's exercise of Conditional Use Permit No.2014-164.

b. Either party can request a meeting at any time to review the status and need for this Agreement.

c. Owner may apply for an amendment to the Conditional Use Permit conditions 23 and 24 and related mitigation measures at any time and the County will process the request as required by law.

d. If in the future the Fish Camp fire station is sufficiently staffed as determined by the County Fire Chief, Owner may apply for an amendment to the Conditional Use Permit to reduce its staffing obligation under this Agreement during the time period(s) during which the Fish Camp fire station is staffed. As an example, if the Fish Camp station is staffed from 10:00 p.m. to 6:00 a.m., then Owner may seek a commensurate reduction in Responders for the same time period.

County agrees to not unreasonably deny or condition the amendment request.

**12. Miscellaneous Provisions**.

a. **Interpretation Guides.** This Agreement shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against any Party on the premise that it was, or its attorneys were, responsible for drafting this Agreement or any provision herein. The captions and headings set forth herein are for convenience only and in no way establish, define or limit the scope or intent of any Article, Section, Subsection, Subdivision or other provision of this Agreement. Any reference herein to an Article, Section, Subsection, or Subdivision, unless specified otherwise, shall be a reference to an Article, Section, Subsection or Subdivision of this Agreement. When necessary or useful in the context of this Agreement, use of the singular shall be deemed to include the plural, and use of the plural shall be deemed to include the singular.

b. **Entire Agreement.** This Agreement contains the entire agreement and understanding concerning the matters described in this Agreement, and this Agreement supersedes and replaces all prior negotiations and proposed agreements, written or oral, except as they are included in this Agreement. Each Party acknowledges that: (i) neither the other Party nor its agents or attorneys have made any promise, representation, or warranty whatsoever, express or implied, not contained herein to induce the execution of this Agreement; and (ii) this Agreement has not been executed in reliance upon any promise, representation, or warranty not contained herein.

c. **Severability.** If any Article, Section, Subsection, Subdivision, paragraph, sentence, clause or phrase contained in this Agreement is held by a court of competent jurisdiction to be illegal, null or void, the remaining Articles, Sections, Subsections, Subdivisions, paragraphs, sentences, clauses or phrases contained in this Agreement shall not be affected thereby. In such event, this Agreement shall continue in effect and shall be interpreted to the fullest extent possible considering the illegal, null or void language to effectuate the intent of the Parties.

d. **Waiver.** The failure of any Party at any time to require a performance by the other Party of any provision of this Agreement shall not affect in any way the full right to require performance at any time thereafter of the same or any other requirement set forth in this Agreement. The waiver of any breach of any provision of this Agreement by a Party shall not be deemed to be a waiver of any preceding or subsequent breach of the same or any other provision of this Agreement.

e. **Legal Expenses.** Each of the Parties will bear its own costs and legal expenses associated with the negotiation, execution, and performance of its obligations under the terms of this Agreement.

f. **Time Limits.** Any time limit, time period, date by which any act or event is to have occurred, or date by which any condition is to have been satisfied, that is set forth in this Agreement may be extended by written agreement of the Parties. All references in this Agreement to the performance of an act or occurrence of an event, or satisfaction of any condition, within a specific time limit or period, or by a specific date, if applicable because of an extension pursuant to this Section, shall be interpreted as allowing until the end of the extended period, or until the extended date, for the performance of such act, the occurrence of such event, or satisfaction of such condition. If the last day of any time period ends on a Saturday, Sunday or any government holiday, that last day shall be extended to the next business day.

g. **Assignment.** Owner shall have the right to assign its rights and obligations under this Agreement but only with County's express written consent, which shall be conditioned upon such assignee having acquired title to the Project, and which shall not be unreasonably withheld, conditioned or delayed. Any proposed assignee shall execute a document providing such assurances or assumptions as required by County. Any such authorized assignment must be in writing executed by County and shall have no force or effect with respect to this Agreement until County receives a copy of the written assignment and has approved the assignment in writing. In the event the assignee is not the operator of the Project, the operator shall also assume the obligations in a manner similar to that of the assignee. County shall act upon the assignment request within thirty (30) calendar days of receipt.

   Notwithstanding the foregoing, Owner may, without the consent of County, assign its rights and obligations under this Agreement to a person or entity who (directly or indirectly) owns, controls, is controlled by or is under common with, Owner who has acquired fee title or is the operator of the Project; provided that Owner shall provide written notice to County, together with a copy of such assumption by assignee within ten (10) calendar days following such assignment.

h. **Binding on Successors and Assigns.** This Agreement shall be binding on the Parties and their respective duly authorized successors and assigns subject to Section 12(g)

i. **Binding Contract.** The Parties acknowledge that this Agreement is fully enforceable against the Parties as a binding contract, and neither Party will assert in any manner that it is acting in excess of its powers in entering into this Agreement.

j. **Represented By Counsel.** The Parties hereto acknowledge they have each been represented by counsel in the negotiation, drafting and execution of this Agreement.

k. **Amendment.** Except as provided herein, this Agreement may not be modified except by a writing duly approved, signed, and delivered by the parties.

l. **Counterparts; Electronic Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be an original, but all of which, taken together, shall constitute the same instrument. Signatures may be by facsimile or pdf electronic signature.

m. **Authority to Execute.** Each person signing this Agreement represents and warrants that he or she is legally entitled to enter into this Agreement, or has been authorized by appropriate action of the Party whom he or she represents to execute and thereby bind such Party to this Agreement.

n. **Estoppel.** Upon written request from Owner, County shall provide Owner, or any other party designated by Owner, a written statement of any matter pertaining to this Agreement, including whether any default of Owner exists under this Agreement ("Estoppel"). The executed Estoppel shall be delivered to Owner within thirty (30) calendar days following Owner's written request.

o. **Notices, Demands and Communications between the Parties.** Any notices, requests, demands, documents, approvals or disapprovals given or sent under this Agreement from one party to the other party shall be in writing, may be given by that party's legal counsel and shall be (a) personally delivered, or (b) sent by registered or certified mail, postage prepaid, or (c) sent by facsimile, or (d) sent by reputable overnight courier (such as FedEx), and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the Party to receive such notice, (ii) if mailed, three (3) business days following the date of posting by the United States Postal Service, (iii) if sent by facsimile, when sent, or (iv) if sent by reputable overnight courier, two (2) business days after deposit with the overnight courier. Any notices, requests, demands, documents, approvals or disapprovals given or sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered in accordance with the foregoing. The addresses and fax numbers of the Parties are as follows:

| | |
|---|---|
| To County: | County of Mariposa Board of Supervisors<br>P.O. Box 784<br>5100 Bullion Street<br>Mariposa, CA 95338<br><br>Telephone: (209) 966-3222<br>Fax: (209) 966-5147 |
| To Owner: | DNC Parks & Resorts at Tenaya, Inc.<br>Attention: ~~Paul Ratchford~~General Manager<br>P.O. Box 159<br>122 Highway 41<br>Fish Camp, CA 93623<br><br>Telephone: (559) 683-6555<br>Fax: (559) 658-2135<br>~~e-mail: PRatchfo@delawarenorth.com~~ |

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//

p. **Attorneys' Fees**. In the event of a default by either party hereto which becomes the subject of litigation, the losing party agrees to pay the reasonable legal fees actually incurred by the prevailing party. For purposes of this Section, a party will be considered to be the "prevailing party" if (a) such party initiated the litigation and substantially obtained the relief which it sought (whether by judgment, voluntary agreement or action of the other party, trial, or alternative dispute resolution process), (b) such party did not initiate the litigation and either (i) received a judgment in its favor, or (ii) did not receive judgment in its favor, but the party receiving the judgment did not substantially obtain the relief which it sought, or (c) the other party to the litigation withdrew its claim or action without having substantially received the relief which it was seeking. The provision of this Section shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first stated above.

Owner: DNC Parks & Resorts at Tenaya, Inc

By: _____
Name: _____
Title: _____

County: County of Mariposa

By: _____
Miles Menetrey, Chair
Board of Supervisors

ATTEST:

_____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

**Exhibit A**

Mariposa County Fire Department Special Training
for
Delaware North Responders

[to be attached]

**Commented [WS9]:** Exhibit A is attached in the PDF version and separately for your review below last page

**Exhibit B**

PPE Inventory List

~~1. Structure Helmet w/Goggles & Hood~~
~~2. Turn-out Coat~~
~~3. Turn-out Pants~~
~~4. Suspenders~~
~~5. Turn-out Boots~~
~~6.~~1. Wildland Helmet w/Goggles & Shroud
~~7. SCBA & SCBA Mask~~
~~8.~~2. Wildland Hose Clamp
~~9.~~3. Wildland Kit (includes Web Gear, Head Lamp & Fire Shelter)
~~10. Wildland Hot Shield~~
~~11.~~4. Gear Bag
~~12.~~5. Gloves – ~~Structure~~/Wildland
~~13.~~6. Wildland Pant – Nomex
~~14.~~7. Wildland Shirt – Nomex

* * * * * * * *

**Commented [WS10]:** Reduction of training standard no longer requires structure gear.

Exhibit A

Per NFPA 600
Chapter 5 5.2 Limits for Facility Fire Brigades Assigned Incipient Fire Response Duties.

1. They are able safely fight the fire in normal work clothing.

2. They are not required to crawl or take other evasive action to avoid smoke and heat.

3. They are not required to wear thermal protective clothing or self-contained breathing apparatus (SCBA).

4. They are able to fight the fire effectively with portable extinguishers or handlines flowing up to 125 GPM.

5.3 Education, Training and Drills

5.3.1 All facility fire brigade members shall receive training and education at least annually.

5.3.2 All facility fire brigade members shall participate in a drill at least annually

5.3.3 Training and drills involving live fire evolutions shall be performed in accordance with recognized safety precautions.

Training topics may include but ore not limited to:

Public Safety-First Aid/ CPR Hazardous Materials First Responder Awareness/ Confined Space

Awareness Wildland Firefighting
a. Topic 2-1 (SFT Firefighter 1C Course Plan)
i. Wildland Fire Behavior
b. Topic 2-2 (SFT Firefighter 1C Course Plan)
i. Recognizing Hazards and Unsafe Situations
c. Topic 2-5 (SFT Firefighter 1C Course Plan)
i. Deploying a Fire Shelter
d. Topic 2-6 (SFT Firefighter 1C Course Plan)
i. Maintaining Suppression Hand Tools and Equipment
e. Topic 3-2 (SFT Firefighter 1C Course Plan)
i. Constructing a Fireline
f. Topic 3-3 (SFT Firefighter 1C Course Plan)
i. Securing a Fireline Fire Hose and Streams
a. Topic 5-2 (SFT Firefighter 1A Course Plan)

i. Fire Behavior
b. Topic 5-6 (SFT Firefighter 1A Course Plan)
i. Deploy and Connect Fire Hose
c. Topic 5-7 (SFT Firefighter 1A Course Plan)
i. Utility Control at Emergencies Vehicle Fires
a. Topic 7-2 (SFT Firefighter 1A Course Plan)
i. Attacking a Vehicle Fire

Training will be coordinated by MCFD and may be held at the MCFD Training Center or other training sites utilized by MCFD. Employee travel to off-site training will be the responsibility of the owner (DNC)

## Hazards and Hazardous Materials (Draft EIR Section 4.13)

## Impact 4.13-3: Expose people or structures to wildland fire hazards or increase demand for fire protection and emergency medical services

### Mitigation Measures

#### Mitigation Measure 4.13-3: Provide supplementary fire protection staff and equipment

Prior to operation of the Tenaya Cabins Project, DN shall provide a minimum of two trained and certified emergency staff on premises or in the Fish Camp community and available to respond to emergencies at all times. The supplementary staff would be trained to meet Mariposa County Fire Department Volunteer Fire Service standards. Staffing may be provided by Tenaya Lodge employees who have completed the required training.

DN shall provide personal protection equipment (PPE) and positive communication equipment for all firefighting and emergency service personnel provided by DN. PPE and communication equipment shall be stored in a central, secure location. Communication systems shall permit uninterrupted contact between all firefighters at all times and at all locations on or within the property. In addition, there shall be positive communication at all times between a fire officer and recognized Emergency Command Center (ECC). All equipment required shall be approved by and become property of Mariposa County and maintained per manufacturer and National Fire Protection Association (NFPA) standards by DN.

DN and Mariposa County shall negotiate a mutually-agreeable project contribution to support the Mariposa County Fire Department apparatus inventory. This shall be included as a condition of permitting for the project.

The above requirements, or equivalent as approved by the Mariposa County Fire Department, shall be included in a fully executed agreement between the Fire Department and DN prior to the issuance of grading or building permit for the project.

**Finding:** Implementation of Mitigation Measure 4.13-3, which has been required, will reduce the potential exposure to wildland fires or increased demand for fire and emergency medical services to a less-than-significant level. Specifically, this mitigation measure requires supplementary fire protection staffing and equipment, as well as a mutually-agreed contribution to the Mariposa County Fire Department, which will ensure that emergency responders and equipment will be present in Fish Camp. The County, therefore, finds that changes or alterations have been required in, or incorporated into, the project that avoid or substantially lessen the significant environmental impact identified in the Final EIR. (Draft EIR page 4.13-15)

## Cumulative impacts to special-status wildlife species (Draft EIR Chapter 5)

### Mitigation Measures

Implementation of Mitigation Measures 4.4-3 through 4.4-7 (see analysis above regarding these mitigation measures).

**Finding:** Implementation of Mitigation Measures 4.4-3 through 4.4-6, which have been required, will reduce the project's contribution to cumulative special-status wildlife resource impacts to a less-than-cumulatively-considerable level. Specifically, implementation of the Mitigation Measures 4.4-3 through 4.4-6, included in Draft EIR, will assist in reducing the proposed Project's contribution by avoiding, minimizing, and compensating for impacts to special-status species and their habitat. As a result, the project would result in a less-than-significant contribution to cumulative impacts related to distribution, breeding productivity, population viability, or the regional population of any special-

# MARIPOSA COUNTY

Board of Supervisors

**Agenda Item – No Resolution Requested**

MEETING: August 1, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Recognize Tara Schiff as Recipient of the California Association of Local Economic Developers (CALED) Above and Beyond Award

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**RECOMMENDATION AND JUSTIFICATION**

Recognize Tara Schiff as Recipient of the California Association of Local Economic Developers (CALED) Above and Beyond Award.

In June 2023, CALED announced it would be presenting Tara Schiff with its Above and Beyond Award. Tara has given voice to rural jurisdictions across the state as the first to serve on CALED's leadership team as a Rural Development Liaison. In addition to pioneering a new way for rural communities to be heard and involved with economic development issues, Tara has supported local businesses in Mariposa County through good times and a series of difficult challenges over the past ten years. Her exemplary service to the community is appreciated as she moves on to her next adventure.

**BACKGROUND AND HISTORY OF BOARD ACTIONS**

The Board has recognized similar types of awards in the past.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION**

Do not recognize Ms. Schiff and miss the opportunity to acknowledge her achievments.

**FINANCIAL IMPACT**

None.

**ATTACHMENTS**

**None**

# MARIPOSA COUNTY

Board of Supervisors

**RESOLUTION - ACTION REQUESTED 2023-420**

MEETING: August 1, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Approve the Submittal of Grant Application to the Strategic Growth Council's Transformative Climate Communities Program for Planning and Design of the Missouri Gulch Site; Authorize the Board of Supervisors Chair to Sign a Letter of Committment and Partnership Agreement; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement, If Awarded (Subject to Approval as to Legal Form by County Counsel)

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**RECOMMENDATION AND JUSTIFICATION**

Approve the Submittal of Grant Application to the Strategic Growth Council's Transformative Climate Communities Program for Planning and Design of the Missouri Gulch Site; Authorize the Board of Supervisors Chair to Sign a Letter of Committment and Partnership Agreement; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement, If Awarded (Subject to Approval as to Legal Form by County Counsel).

This grant will launch the implementation of Mariposa County's Integrated Mobility & Housing Strategy (IMHS), adopted by the Board of Supervisors in January 2023. The IMHS envisions transit-oriented development in a rural context, with housing and transportation that connects Mariposa with its major workforce center – Yosemite National Park. The plan details new models for workforce housing that increase affordability and supply of housing, while offering a mode shift away from single car commuting to shuttle service and group transportation.

The IMHS was informed by extensive community engagement: a steering committee convened at key project milestones, stakeholder interviews, community pop-up events, and a countywide community survey. With this public feedback and stakeholder involvement, the IMHS project team reviewed 41 possible development sites scattered around Mariposa County, which had been previously identified in the 6th Cycle Housing Element. Eight criteria were used to evaluate site viability from both a housing and mobility standpoint, including site control, vulnerability to fire and flood, access to services, and existing infrastructure.

As one of the top scoring sites, the Missouri Gulch property (5160 and 5158 Jones St, Mariposa) was prioritized for implementation. According to the IMHS: "Throughout the development of this project, this site has risen to the top because of its prime location within the town of Mariposa, the development potential with excellent access to infrastructure and services, including transportation, and the key partners involved…" The IMHS envisions green infrastructure for stormwater management, designated van pool parking, a community building, park land, and 32-48 housing units on the 9-acre parcel. This grant proposal seeks funding to pay for community engagement, site design,

environmental permitting, and financial and management planning for workforce housing and conserved natural space at Missouri Gulch.

These recommendations align with the General Plan Housing Element and with multiple priorities expressed in the community engagement. They increase housing density in an area served by shared mobility options; they offer the space for a community building to encourage community connection; and they build opportunities for access to the outdoors, while prioritizing access to essential community services.

**BACKGROUND AND HISTORY OF BOARD ACTIONS**

December 8th, 2019
LTC 2019-24: Authorized the Planning Department to submit an application for Caltrans FY 2020-21 Sustainable Communities Transportation Planning Grant to develop a Coordinated Mobility and Housing Strategy in partnership with Yosemite National Park; approved a letter of support and authorize the LTC chair to sign the Letter; and authorized the Local Transportation Commission Chair to sign the grant Agreement.

January 24th, 2023
RES 2023-56: Adopt a Resolution Approving the Integrated Mobility and Housing Strategy (IMHS), Finding the Project is Exempt from CEQA, and Authorizing County Departments and Agencies to Pursue Implementing Its Recommendations

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION**

We will have to pursue another grant to fund implementation of the Integrated Mobility and Housing Strategy.

**FINANCIAL IMPACT**

None; there is no match required for this grant so there will be no impact on the County's General Fund.

**ATTACHMENTS**

1. **TCC Resolution**
2. **TCC Notice of Funding Availability**
3. **TCC Letter of Commitment**
4. **TCC Partnership Agreement**

**VOTE RESULT**

| | |
|---|---|
| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District IV Supervisor Wayne Forsythe |
| **SECONDER:** | District III Supervisor Danette Toso |
| **AYES:** | District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe |

**MARIPOSA COUNTY BOARD OF SUPERVISORS**
**RESOLUTION NO. 2023_____**

**ADOPT A RESOLUTION APPROVING THE SUBMISSION OF A TRANSFORMATIVE CLIMATE COMMUNITIES(TCC) PROGRAM FY 2022-2023 GRANT, AND AUTHORIZE THE CHAIR TO SIGN THE APPLICATION, STANDARD AGREEMENT AND ANY OTHER DOCUMENTS RELATED TO THE TCC PROGRAM (AS APPROVED TO FORM BY COUNTY COUNSEL)**

**WHEREAS**, the California Strategic Growth Council (SGC), released a Notice of Funding (NOFA) on March 8th 2023 and updated that NOFA on July 12,2023 for the Transformative Climate Communities (TCC) Program. Through this NOFA SGC anticipates that approximately $88.5 million in Implementation Grant funding, approximately $9.8 million in Project Development Grant funding, and approximately $900,000 in Planning Grant funding will be available for competitive Round 5 TCC awards; and

**WHEREAS**, Mariposa County (the "County") a political subdivision of the State of California (the "State"), is a Local government and eligible applicant to the TCC program and has been actively pursuing equitable housing solutions for the local community through a multitude of avenues including the Integrated Housing and Mobility Study or (IMHS), which was adopted in January 2023 by the County Board of Supervisors; and

**WHEREAS**, The IMHS is a planning document identifying locations, partnerships and strategies to develop new neighborhoods in the highest benefit areas of the community; and

**WHEREAS**, in the IMHS planning process the Missouri Gulch Property was identified as a primary location for the development of a new housing that would serve the County's workforce needs and is ready for project development under the TCC Project Development allocation; and

**WHEREAS**, the Missouri Gulch Property is ready for a project development grant through the TCC Project Development allocation.

**NOW THEREFORE BE IT RESOLVED THAT:**

The County of Mariposa, a political subdivision of California, approves an application of up to a million dollars to the California Strategic Growth Council FY22-23 Transformative Climate Communities grant program and authorizes the Board Chair to sign the application, standard agreement, and any other documents related to the TCC program.

ADOPTED August 1, 2023, by the Board of Supervisors of the County of Mariposa, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Miles Menetrey, Chair
Mariposa County Board of Supervisors

Attest:

_____
Danielle Bonshu,
Clerk of the Board of Supervisors

Approved as to Form:

_____
Steven W. Dahlem
County Counsel

# NOTICE OF FUNDING AVAILABILITY

## Transformative Climate Communities Program
## FY 2022-2023 FUNDING ROUND

DATE: March 8, 2023 (Updated July 12, 2023)

TO: **All Potential Applicants**

FROM: TCC Program Staff, Strategic Growth Council

SUBJECT: **NOTICE OF FUNDING AVAILABILITY – A TOTAL OF APPROXIMATELY $88.5 MILLION FOR THREE IMPLEMENTATION GRANT AWARDS, A TOTAL OF APPROXIMATELY $9.8 MILLION FOR MULTIPLE PROJECT DEVELOPMENT GRANTS, AND A TOTAL OF APPROXIMATELY $900 THOUSAND FOR THREE PLANNING GRANT AWARDS FOR ROUND 5 OF THE TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM**

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The California Strategic Growth Council (SGC) along with its partner agency, the Department of Conservation (DOC), is pleased to announce the availability of funding for Round 5 of the Transformative Climate Communities (TCC) Program through this Notice of Funding Availability (NOFA). SGC anticipates that approximately $88.5 million in Implementation Grant funding, approximately $9.8 million in Project Development Grant funding, and approximately $900 thousand in Planning Grant funding will be available for competitive awards in Round 5. The TCC Program furthers the purposes of AB 32 (Nunez, Chapter 488, Statutes of 2006) and AB 2722 (Burke, Chapter 371, Statutes of 2016) by funding projects that reduce greenhouse gas (GHG) emissions through the development and implementation of neighborhood-level transformative climate community plans that include multiple coordinated GHG emissions reduction projects that provide local economic, environmental, and health benefits to disadvantaged communities. Funding for the TCC Program is provided by the General Fund's Climate Budget.

Funds available include a total of approximately $88.5 million for three Implementation Grant awards of $29.5 million each, a total of $9.8 million for multiple Project Development Grant awards of up to $5 million each, and a total of $900 thousand for three Planning Grant awards of $300,000 each for Round 5 of the TCC Program.

To be considered for TCC Implementation Grant, Project Development Grant, and Planning Grant awards, applicants must fill out the **Application Initiation Form** and indicate their interest in applying for a specific Grant Type by the relevant deadline for the Grant Type. The earliest deadline for the Application Initiation Form is **Friday, March 31, 2023,** for Implementation Grants. Please see Section 4. Technical Assistance, below for Form deadlines and further information. Application Technical Assistance is required for all Implementation Grants and available to tribal communities and Disadvantaged Unincorporated Communities (DUCs) for Project Development and Planning Grants.

**Implementation Grant Pre-Proposals must be submitted no later than 5:00 p.m. PDT on Monday, May 1, 2023.**

**Final Planning, Project Development, and Implementation Grant Applications must be submitted no later than 5:00 p.m. PDT on Tuesday, August 1, 2023, according to the terms of this NOFA.**

### SECTION 1. PROGRAM SUMMARY

The TCC Program is administered by SGC and implemented by DOC, along with other partnering State agencies. SGC staff and partnering State agencies have worked collaboratively to develop and administer

the TCC Program, including developing program guidelines and application materials, preparing agreements and program templates, and coordinating technical assistance for potential applicants.

**Implementation Grants** are intended to fund holistic neighborhood-level projects that have multiple Strategies and Projects that align with their vision and meaningfully address important community needs within the Project Area. Applicants must develop a Vision Statement for their proposal that aligns with TCC Program Objectives. The Round 5 funds will be allocated competitively among eligible disadvantaged community areas, according to the criteria outlined in Section 6.4, "Project Area Eligibility," of the TCC Guidelines and the TCC Mapping Tool for Eligible Project Areas and Planning Areas. The grant term will be approximately five years, with an additional year for evaluation and reporting.

**Project Development Grants** are intended to bridge support for communities who do not have shovel-ready projects and help increase their potential to successfully apply for and to implement future TCC Implementation Grant awards or other funding opportunities. Project Development activities should focus on pre-development, basic infrastructure, and capacity building activities and further the development of an area to be eligible to apply for a future TCC Implementation Grant. The grant term will be approximately two years.

**Planning Grants** are intended to help communities increase their potential to successfully apply for and to implement future TCC Implementation Grant or Project Development Grant awards or other funding opportunities. Planning activities should focus on responding to planning issues or priorities that directly benefit vulnerable communities and that are defined either within an existing regional or local plan, or further the development of an area to be eligible to apply for a future TCC Project Development or Implementation Grant. The grant term will be approximately two years.

## SECTION 2. ELIGIBILE APPLICANTS

Eligible applicants for Planning Grants, Project Development Grants, and Implementation Grants may include but are not limited to:

- Community-based organizations
- Local governments
- Nonprofit organizations
- Philanthropic organizations and foundations
- Faith-based organizations
- Coalitions or associations of nonprofit organizations
- Community development finance institutions
- Community development corporations
- Joint powers authorities
- Councils of government
- California Native American Tribes

### Implementation Grants

For Implementation Grants, eligible applicants must form a Collaborative Stakeholder Structure to develop and submit one application based upon a shared vision. The Collaborative Stakeholder Structure shall be charged with overseeing implementation of the TCC Proposal, including each of the requirements outlined in Section 8.5, "Transformative Elements", of the TCC Guidelines, and led by one Lead Applicant. The Collaborative Stakeholder Structure must include at least one of the required Project Leads for each of the proposed Projects and Transformative Plans included in the TCC Proposal. The acceptable Project Leads are listed in Appendix B, "TCC Funded Projects by Strategy" and Appendix C, "Transformative Elements," of the TCC Guidelines. Note that applicants who apply for an Implementation

Grant may be considered for the Project Development Grant if TCC staff determines that their application is not competitive as an Implementation Grant proposal.

**Project Development Grants**

For Project Development Grants, eligible applicants must form a Collaborative Stakeholder Structure to develop and submit one application based upon a shared vision. The Collaborative Stakeholder Structure shall be charged with overseeing implementation of the TCC Proposal. Priority in scoring will be given to applicants that are able to demonstrate strong and diverse partnerships, including with community-based organizations and other stakeholder groups. Disadvantaged Unincorporated Communities (DUCs), tribal Communities, Planning Grant Grantees, and Previous Implementation Grant Applicants will be prioritized for Project Development Grants, with DUCs given the most priority.

**Planning Grants**

There must be a minimum of one (1) Co-Applicant in addition to the Lead Applicant. More than one (1) Co-Applicant is strongly encouraged. Priority in scoring will be given to applicants that are able to demonstrate strong and diverse partnerships, including with community-based organizations and other stakeholder groups.

## SECTION 3. APPLICATION PROCESS

All Implementation, Project Development, and Planning Grant Applicants must submit application materials using the designated online submission folder. Final Applications must be submitted by **5:00 pm PDT on August 1, 2023.** No late applications or application revisions will be accepted after the application submittal deadline. No hard copies, facsimiles, electronic transmissions via email, hand-delivered copies, or any other method of submitting complete applications will be accepted. Application resources are available on SGC's website including how to access and apply via the designated online submission folder. including how to access and apply via the designated online submission folder.

All applications will be reviewed by TCC Program Staff to ensure that all required documentation is submitted and that the application is complete. Applicants that may be missing application information will be notified by TCC Program Staff. If applicants are contacted because of missing information, the application will be deemed incomplete if the applicant does not provide the missing information within two (2) business days.

Applications must meet all eligibility requirements upon submission. Applications having material inconsistencies will not be rated and ranked. Modification of the application by the applicant after submission is prohibited.

All applications will be reviewed and evaluated by SGC and DOC staff, along with an interagency review panel of partnering State agencies, according to the requirements stated in Section 9.3, "Application Components," of the TCC Guidelines. Eligible applications will be scored based on the threshold and scoring criteria in their respective sections:

- Implementation Grants: Section 9.6, "Program Thresholds and Scoring Criteria: Implementation Grants"
- Project Development Grants: Section 9.5, "Program Thresholds and Scoring Criteria: Project Development Grants"
- Planning Grants: Section 9.4, "Program Thresholds and Scoring Criteria: Planning Grants"

It is the applicant's responsibility to ensure that the application is clear, complete, and accurate. After the application deadline, staff from SGC, DOC, or other partnering state agencies may request clarifying information or inquire as to where the application-specific information is located provided that such information does not affect the competitive rating of the application. No information, whether written or oral,

will be solicited or accepted if this information would result in a competitive advantage to an applicant or a competitive disadvantage to other applicants.

Based on the interagency review of the applications, TCC Program Staff will finalize and prepare award recommendations to present to the SGC Council Members for consideration of final approval. The SGC staff will contact applicants recommended for funding. Staff recommendations will be posted for public review ten (10) days prior to the SGC public meeting. The anticipated date of announcement for the selection of Grant recommendations is December 2023. The ultimate awarding of TCC Program funds is subject to the approval of the Council. The Council decision is final.

### Implementation Grants

Implementation Grant Pre-Proposal Applications must be submitted by **5:00 p.m. PDT on May 1, 2023**. Applications will be evaluated based on the Program Threshold criteria in Section 9.6, "Program Thresholds and Scoring Criteria: Implementation Grants." TCC Program Staff and the Technical Assistance Providers will provide feedback to applicants on whether they meet threshold requirements to help inform applicants' decisions to move forward to the final application stage.

Implementation Grant Final Applications must be submitted by **5:00 p.m. PDT on August 1, 2023**. Eligible Implementation Grant applications will be scored based on the threshold and scoring criteria in Section 9.6, "Program Thresholds and Scoring Criteria: Implementation Grants." Following the initial application review, members of the review panel will conduct site visits with applicants selected as finalists.

## SECTION 4. TECHNICAL ASSISTANCE

### Application Initiation Form

To be considered for TCC Implementation, Project Development, and Planning Grant awards, applicants must fill out the **Application Initiation Form** and indicate their interest in applying for a specific Grant Type by the relevant deadline:

- **March 31, 2023:** Implementation Grant Applicants. This is also the priority deadline for tribal and DUC applicants for Technical Assistance (TA) for all grant types.
- **July 3, 2023:** Project Development Grant and Planning Grant Applicants. Tribal Communities and DUCs applying for a Project Development Grant or Planning Grant will continue to be connected to TA. We encourage tribal and DUC applicants to submit the form as soon as possible to begin receiving TA earlier in the application process; however, these applicants are eligible for extensions for this form.

**This form is required for all applicants.** All applicants who submit the form by the appropriate deadline are eligible to apply and should proceed with the application process without waiting for additional communication from SGC. Filling out an Application Initiation Form does not represent a commitment to apply on the part of the Applicant.

### Implementation Grants

All applicants to the TCC Implementation Grants are required to work with no-cost technical assistance, provided by SGC. This technical assistance is provided to support TCC applicants in the development of their project scope, calculation of greenhouse gas emissions, and developing a complete application.

The technical assistance provider will work with each TCC Implementation Grant applicant to create a work plan for the development of their TCC application. The technical assistance provider will be able to provide supportive services, including but not limited to:

- Review of application responses
- Application coordination
- Financial analysis and budget development
- Support for project integration
- Assessment of project readiness

All TCC Implementation Grant applicants will have greenhouse gas calculation services provided by the technical assistance provider. Applicants will be asked to submit data to the technical assistance provider to provide a comprehensive calculation of reductions. Leading up to this calculation, the technical assistance provider will work with applicants to understand the relative greenhouse gas reduction potential of projects and offer suggestions for increasing project reductions.

Implementation Grant Applicants must complete the Application Initiation Form by **March 31, 2023**, to be guaranteed eligibility to apply for an Implementation Grant. Implementation Grant Applicants who submit the form after that date will only be considered if there is sufficient capacity of the Technical Assistance providers to provide the required Application Technical Assistance. Among forms submitted after March 31, applicants from tribal and Disadvantaged Unincorporated Communities will be prioritized to receive Application Technical Assistance.

An application workshop webinar series providing an overview of the available grants including program requirements, program framework, the application process, and grant administration will take place in March on the following dates:

- *March 22, 10:00 - 11:30 a.m.* | **All audiences** (**register here**)
- *March 23, 10:30 a.m. - 12:00 p.m.* | **Tribal Communities** (attendance limited to Tribes and Tribal-serving organizations - **register here**)
- *March 23, 1:00 - 2:30 p.m.* | **Rural Communities and Disadvantaged Unincorporated Communities** (**register here**)

**Project Development Grants and Planning Grants**

Project Development Grant and Planning Grant Applicants must complete the Application Initiation Form by July 3 to be eligible to apply. TA is available for Project Development and Planning Grant applicants from Disadvantaged Unincorporated Communities and tribal communities. The TCC Program will provide this technical assistance at no cost. Project Development and Planning Grant applicants from Disadvantaged Unincorporated Communities and tribal communities that would like to request technical assistance must complete the Application Initiation Form by **July 3, 2023**. Applicants from these communities will be granted extensions to the July 3 form deadline upon request. Applicants who require extensions should email tcc@sgc.ca.gov. The form will be available on the TCC Current Application Materials page.

Applicants that are from tribal or Disadvantaged Unincorporated Communities and are applying for a Project Development Grant or Planning Grant are encouraged to submit the form as far in advance of this date as possible so they can work with the Technical Assistance providers during the application period, if desired. The amount of Technical Assistance offered will be dependent on when the Application Initiation Form is submitted.

An application workshop webinar series providing an overview of the Grants including program requirements, program framework, the application process, and grant administration will take place on March 22 and 23. The information and links are the same as the above for Implementation Grant Applications.

### All Grant Types

After receiving the Application Initiation Form responses, TCC Program staff will provide applicants with instructions on where to upload the completed application materials. TCC Program staff will also connect all Implementation Grant Applicants and all tribal and DUC Applicants to the SGC-selected technical assistance provider to assist with the completion of application materials.

Information about the TCC Program, including the Program Guidelines, application technical assistance, and other resources can be found at the SGC website: http://sgc.ca.gov/programs/tcc/resources/. Questions may be directed to the TCC Program by email at tcc@sgc.ca.gov.

## SECTION 5. SCORING

Applications will be evaluated according to the process and scoring criteria set forth in Section 9, "Application," of the TCC Guidelines. The top scoring applicants will be recommended to the California Strategic Growth Council to receive TCC Implementation, Project Development, and Planning Grants.

## SECTION 6. APPEALS

### Basis of Appeals

1. Upon receipt of a notice that an application has been determined to be ineligible, fail threshold review, or not awarded based on final scores, Implementation Grant Applicants under this NOFA may appeal such decision(s) to SGC pursuant to this section.
2. No Applicant shall have the right to appeal a decision of SGC relating to another Applicant's eligibility, point score, aware, denial of award, or any other matter related thereto.
3. The appeal process provided herein applies solely to the decision of SGC made in this program NOFA and does not apply to any decisions made with respect to any previously issued NOFAs or decisions to be made pursuant to future program NOFAs.

### Appeal Process and Deadlines

1. Process: To file an appeal, Implementation Grant Applicants must submit to SGC, by the deadline set forth below (see 2. Filing Deadline), a written appeal, which states all relevant facts, arguments, and evidence upon which the appeal is based. Furthermore, the Applicant must provide a detailed reference to the area or areas of the application that provide clarification and substantiation for the basis of the appeal. No new or additional information will be considered if this information would result in a competitive advantage to an Applicant. Once the written appeal is submitted to SGC, no information of materials will be accepted or considered thereafter. Appeals submitted to SGC at tcc@sgc.ca.gov according to the deadline set forth in SGC review letters.
2. Filing deadline: Appeals must be received by SGC no later than five business days from the date of SGC's threshold review or score letters, representing SGC's decision made in response to the application.

### Appeal Decision

Any request to appeal to SGC's decision regarding an Implementation Grant application shall be reviewed for compliance with the TCC Guidelines and this NOFA. All decisions rendered shall be final, binding, and conclusive, and shall constitute the final action of SGC.

## SECTION 7. OTHER TERMS AND CONDITIONS

### State Prevailing Wages

Program funds awarded under this NOFA are subject to State prevailing wage law, as set forth in Labor Code Section 1720 et seq., and require the payment of prevailing wages unless the project meets one of

the exceptions of Labor Code 1720 (c) as determined by the Department of Industrial Relations. Applicants are urged to seek professional advice as to how to comply with State prevailing wage law.

### Disclosure Application of Information

Information provided in the Implementation, Project Development, and Planning Grant applications will become a public record available for review pursuant to the Public Records Act. As such, any materials provided will be disclosable to any person making a public records request. Applicants should use discretion in providing information that is not specifically requested, including, but not limited to bank account numbers, personal phone numbers and home addresses. By providing this information in an application, the applicant waives any claim of confidentiality and consents to the public disclosure of all submitted material. Awarded applications will be available through the SGC website.

### Right to Modify or Suspend

SGC reserves the right, at is sole discretion, to suspend, amend, or modify the provisions of this NOFA at any time, including without limitation, the amount of funds available hereunder. If such an action occurs, TCC program staff will notify all interested parties via email and will post the revisions to the TCC program website.

### Conflict

In the event of any conflict between the terms of this NOFA and either applicable state or federal law or regulation, the terms of the applicable state or federal law or regulation shall control. In the event of a conflict between the terms of this NOFA and the Round 5 Final Guidelines, guideline terms shall control.

## RESOURCES AND QUESTIONS

Information about the TCC Program, including the Program Guidelines, application resources, technical assistance, and other resources can be found at the following website: <http://sgc.ca.gov/programs/tcc/>. Questions may be directed to the TCC Program by email at tcc@sgc.ca.gov.

LETTERHEAD

July 20, 2023

Mariposa County
5100 Bullion Street
Mariposa, CA 95338

**RE: Round 5 TCC Letter of Commitment to Partner Agreement**

This letter serves as Mariposa County's commitment to the Missouri Gulch Resilient Neighborhood Design Initiative to be submitted on August 1, 2023. Mariposa County will offer oversight of the project's steering committee, coordinate co-applicants, and conduct all grant administration. Mariposa County acknowledges and will uphold the terms and conditions stated in the Partner Agreement in the event the County is awarded a Round 5 Project Development Grant.

_____
Signature

_____
Printed Name and Title

_____
Date

# Mariposa County Rural Transit Oriented Development: Phase 1 (MC-RTOD P1)

## Collaborative Stakeholder Structure

The following document is included: Signed Partnership Agreement

# Mariposa County, Rural Transit Oriented Development, Phase 1: Missouri Gulch Resilient Neighborhood Design Initiative(Missouri Gulch) : Collaborative Stakeholder Structure, Roles, Responsibilities, and Partnership Agreement

**Table of Contents**


1. Statement of Purpose
2. Roles and Responsibilities – Lead applicant/Grantee, Partners and Co-Applicants
3. Governance and Collaborative Structure
4. Legal and Financial Considerations
5. Decision-making Processes
6. Non-discrimination Clause
7. Meeting Facilitation and Scheduling
8. Process for Community-Based Decisions

Appendix I Signature Pages


## 1. Statement of Purpose

This proposal implements Mariposa County's Integrated Mobility & Housing Strategy (IMHS), adopted by the Board of Supervisors in January 2023. The IMHS envisions transit-oriented development in a rural context, with housing and transportation that connects Mariposa with its major workforce center, Yosemite National Park. The plan details new models for workforce housing that increase affordability and supply of housing, while offering a mode shift away from single car commuting to shuttle service and group transportation.

The IMHS analyzed over 40 sites in Mariposa County, and identified a 9 acer partner owned parcel in the Mariposa Town planning area known as Missouri Gulch as a priority site for implementation, "Throughout the development of this project, this site has risen to the top because of its prime location within the town of Mariposa, the development potential with excellent access to infrastructure and services, including transportation, and the key partners involved…" The IMHS envisions green infrastructure for stormwater management, designated van pool parking, a community building, park land, and 32-48 housing units for Missouri Gulch. These recommendations align with the General Plan Housing Element and with multiple priorities expressed in the community engagement. They increase housing density in an area served by shared mobility options; they offer the space for a community building to encourage community connection; and they build opportunities for access to the outdoors, while prioritizing access to essential community services.

Mariposa wishes to further the work of the IMHS through a Transformative Climate Community grant from the California Strategic growth council. The County is applying for Project Development Funding to conduct design, engineering and environmental work for a new housing development/neighborhood on the Missouri Gulch site.

## 2. Roles and Responsibilities – Lead Applicant/Grantee, Partners and Co-Applicant Team Members

. Mariposa County will serve as Lead Applicant, Grantee, and Fiscal Sponsor to the MC-RTOD P1 Project, Co-applicants and Partners, including Mariposa County Veteran Services, The Southern Sierra Miwuk Nation,

Mariposa County Unified School District, Yosemite Conservancy and the National Park Service(Yosemite National Park), Sierra Foothill Conservancy and the Alliance for Community Transformation.

Mariposa County – Grantee and Lead Applicant
Lead applicant, oversight of the Steering Committee, Co-applicants, and grant administration will be housed at Mariposa County Planning and Administration Departments. A County Planning or Administrative staff member or designee will serve as a steering Committee Co-Chair for the duration of the grant performance period.

Yosemite Conservancy – Partner and Co-applicant and Strategic Advisor
Provide input and strategy to ensure projects and key activities are in alignment with the Mariposa and Yosemite community workforce housing needs, park service housing priorities, and federal legislative initiatives. Additional responsibilities include finance strategies, funding development and ongoing coordination with the Missouri Gulch TCC Steering Committee.

Yosemite National Park, National Park Service-Partner Co-applicant
Provide input to Yosemite's housing needs. Park service housing objectives, current housing projects, unique housing requirements and design guidelines.

Southern Sierra Miwuk Nation AKA The American Indian Council of Mariposa County – Partner and Co- Applicant
Give critical input to steering committee as long-time stewards and custodians of the region. Incorporate indigenous perspectives to the design, landscaping, and programing of the neighborhood. Participate in quarterly meeting and review designs as needed.

Mariposa County Veterans Services-Partner Co-Applicant
Contribute valuable input related to Veteran's housing needs, veteran funding opportunities and specific veteran demographics in Mariposa County. Attend quarterly steering committee meetings. Liaison with the local Veterans of Foreign Wars post.

Mariposa County Unified School District-Partner Co-Applicant
Provide input on School district housing needs from a staffing perspective as well as from the perspective of enrolled students. Participate in steering committee meetings and collaborate on potential community development funding initiatives.

Sierra Foothill Conservancy Partner Steering Committee Member
Participate in steering committee meetings and collaborate on potential community development funding initiatives. Provide expertise in land conservation, perpetuity land use agreements and environmental restoration.

The Alliance for Community Transformations
Participate in steering committee meetings and collaborate on potential community development funding initiatives. Provide perspectives as a local public service provider interacting with our community's most vulnerable populations and specializing in homeless services as well as emergency and crisis housing.

## 3. Governance of the Mariposa County, Mariposa County Rural Transit Oriented Development, Phase 1.

The Missouri Gulch team consists of a TCC Steering Committee, comprised of Co- applicants and partners that are led by Co-Chairs. A description of the roles for the TCC Steering Committee, Co-Chairs, and Co-applicants is below

**A. Missouri Gulch TCC Steering Committee:**

The Steering Committee is composed of 6-8 members and includes two Co-Chairs (see a description of Co-Chairs below) that will meet every other month. Each Co-applicant and partner will designate at least one representative to participate on the TCC Steering Committee and may also choose to designate an alternate. Additional representatives from each Co-applicant may attend meetings. If there is a conflict and the designated representative or their alternate is not able to attend the meeting, they must notify the TCC Steering Committee a minimum of one day in advance of the meeting and identify the individual who will represent them at the meeting.

TCC Steering Committee members' primary responsibilities and activities include:

i. Participate in steering committee meetings, that occur every other month;
ii. Review grant deliverable progress.
iii. Respond in a timely way to requests for information and document review sent out by contracted consultants, or the Co- Chairs; and
iv. Support overall success of the Mariposa County Rural Transit Oriented Development, Phase 1.

B. **Co-Chairs:** Two members of the TCC Steering Committee will serve as Co-Chairs, one from Mariposa County and one from another partner as decided at the committees first meeting. If there is a conflict and a Co-Chair cannot participate in the scheduled meeting they must notify the TCC Steering Committee a minimum of one day in advance of the meeting and identify the individual who will represent them at the meeting.

C. Primary responsibilities of the Co-Chairs include about four to 12 hours a month on general MC RTOD project coordination, including the following activities:

D.

i. Plan and set meeting agenda;
ii. Co-lead meetings with the selected design and engineering contractor;
iii. Coordinate with Mariposa County on grant administration; and
iv. Work with team members to resolve issues or disputes that arise.

E. **Partner-Co-Applicants:** Each of the Co-applicants will participate in the stake holder process and work elements as described in the TCC grant application. Updates to work plans and issues related to timing will be coordinated by the selected contractor, Co-Chairs and project management team and will be discussed in the quarterly meeting. These updates will help ensure that all projects are on schedule and allow for early identification of any potential issues or project implementation delays. If there are issues related to performance for co-applicants or contracted consultants, an individual meeting with the Co-Chairs will be scheduled to address and problem-solve issues and develop a plan to resolve the concerns

## 4. Legal and Financial Considerations

A. **Legal Considerations:** Mariposa County is the lead applicant and if the TCC grant is awarded they will oversee all contracts and legal issues related to fiscal sponsorship.
B. **Financial Considerations:** Mariposa County is the lead applicant and if the TCC grant is awarded they will hold the fiduciary responsibility for the TCC grant.

**Contractor Procurement Process**

A. Mariposa County is the lead applicant will oversee all procurement and contractor selection through the County's purchasing and competitive solicitation policies.

B. Partner Co-applicants are responsible for participating in review and interviews of potential contractors.

## 5. Transparent Decision-Making Processes, Performance Issues, and Conflict Resolution

Important decisions, including changes to a project's scope, issues related to project delays or other project elements, will be discussed during the steering committee meetings every other month. In the case of a time-sensitive decision, a TCC Steering Committee call will be scheduled to discuss the topic and notes will be sent out to the team.

The decision-making process for the Missouri Gulch, Resilient Neighborhood design initiative is based on consensus. If there is disagreement within the team on the best course forward regarding decision making and/or performance issues with a member and consensus is not possible, then the Steering Committee will use a two-thirds vote to make a final decision. Decision making by vote is a last resort. The Missouri Gulch TCC steering committee is committed to identifying issues and addressing conflict early to ensure they are resolved in a constructive fashion. Additionally, the committee embraces non liner consensus, through time and additional conversation.

## 6. Non-Discrimination Clause

The Missouri Gulch, Resilient Neighborhood Design initiative does not discriminate against any person on the basis of sex, race, creed, color, ethnicity, national origin, age, religion, ancestry, sexual orientation, gender identity and expression, physical or mental ability, medical condition, or marital status.

## 7. Important decisions, including changes to a project's scope, issues related to project delays Meeting Procedures and Process Evaluation

A. Partner Co-applicants will participate in quarterly TCC Steering Committee meetings. The topics for bi-monthly meetings include general coordination, identification of issues, upcoming outreach, critical decision-making, and other updates. The Co-Chairs and selected contractor will coordinate the

development of the agenda, including collecting agenda topics from the project team, developing and then sending the agenda at least one day in advance of the meeting, and then preparing and bringing relevant materials. The Co-Chairs and project team will also track meeting participation.

B. All Co-applicants are expected to have a representative from their organization participate in every meeting. If no representative from a Co-applicant is able to participate in the monthly meeting, they will schedule a follow-up call with the Co-Chairs and or project management team.

## 8. Community Involvement in the Decision-Making

The Mariposa County Rural Transit Oriented Development, Phase 1 is fortunate to draw upon a large body of recent community input as noted in the community engagement plan. Community involvement in the decision-making process is integrated into the project, and incorporated into the Community Engagement Plan as well. As part of a public participation plan, specific strategies will be employed to reach those with limited English proficiency, homeless individuals, low-income populations, communities of people of color, and others impacted by the digital divide.

**Procedures to Change, Add, or Remove Partners**

A. For the purposes of the TCC grant, the Missouri Gulch Resilient Neighborhood Initiative partnership is limited to the Co- applicants listed above. If a Co-applicant would like to invite a new member organization to implement complementary projects with leverage funding, they will bring information, including partner background and an outline of proposed roles and responsibilities, to a TCC Steering Committee meeting. The TCC Steering Committee will discuss and agree on the prospective new member at that time.

B. If a partner is no longer able to participate in the Missouri Gulch Resilient Neighborhood Initiative, a discussion related to their participation will be brought to the a meeting and the TCC Steering Committee will evaluate their removal using objective criteria, including the Co-applicants performance to date on their related TCC grant project(s). If a Co- applicant decides due to extenuating conditions that they need to leave the Missouri Gulch Resilient Neighborhood Initiative, they will provide a minimum of sixty days' notice and will actively participate in identifying a replacement organization and planning for their departure.

Miles Menetrey, Mariposa County, Board Chair has read and understand the roles of the Mariposa County Rural Transit Oriented Development, Phase 1 collaborative stakeholder structurer and agrees to participate as a partner in the process as outlined above.

_____ Date_____

Frank Dean, Yosemite Conservancy President has read and understand the roles of the Mariposa County Rural Transit Oriented Development, Phase 1 collaborative stakeholder structurer and agrees to participate as a partner in the process as outlined above.

_____ Date_____

Terri Austin, Deputy Superintendent of Yosemite National Park has read and understand the roles of the Mariposa County Rural Transit Oriented Development, Phase 1 collaborative stakeholder structurer and agrees to participate as a partner in the process as outlined above.

_____ Date_____

Sandra Chapman, Tribal Chair has read and understand the roles of the Mariposa County Rural Transit Oriented Development, Phase 1 collaborative stakeholder structurer and agrees to participate as a partner in the process as outlined above.

_____ Date_____

Bob Johns, representing Mariposa County Veterans Services has read and understand the roles of the Mariposa County Rural Transit Oriented Development, Phase 1 collaborative stakeholder structurer and agrees to participate as a partner in the process as outlined above.

_____ Date_____

Jeff Aranguena, Mariposa County Unified School District Superintendent of has read and understand the roles of the Mariposa County Rural Transit Oriented Development, Phase 1 collaborative stakeholder structurer and agrees to participate as a partner in the process as outlined above.

_____ Date_____

Bridget Fithian, Executive Director of Sierra Foothill Conservancy has read and understand the roles of the Mariposa County Rural Transit Oriented Development, Phase 1 collaborative stakeholder structurer and agrees to participate as a partner in the process as outlined above.

_____ Date_____

Alison Tudor, Executive Director of The Alliance for Community Transformations has read and understand the roles of the Mariposa County Rural Transit Oriented Development, Phase 1 collaborative stakeholder structurer and agrees to participate as a partner in the process as outlined above.

_____ Date_____

# MARIPOSA COUNTY

Board of Supervisors

**RESOLUTION - ACTION REQUESTED 2023-421**

MEETING: August 1, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Approve the Submittal to the Federal Emergency Management Agency's Hazard Mitigation Advanced Assistance Grant Application to Fund 60% Design of a Flood Mitigation Project on the Mariposa Creek Parkway Phase IV for $750,000

---

**RECOMMENDATION AND JUSTIFICATION**

Approve the Submittal to the Federal Emergency Management Agency's Hazard Mitigation Advanced Assistance Grant Application to Fund 60% Design of a Flood Mitigation Project on the Mariposa Creek Parkway Phase IV for $750,000

This grant will fund a stormwater park as part of the Mariposa Creek Parkway. This type of project was identified as an effective nautre-based solution to flooding in the creek corridor in the Mariposa Creek Master Plan (adopted by the board in 2019) and as a community priority in the Mariposa Creek Parkway Phase IV Special Plan (will go before the board for adoption at the end of 2023). The Local Hazard Mitigation Plan (adopted by the board in 2020) also suggested flood control projects with its suggested mitigation project ideas.

According to FEMA, Mariposa Creek is one of four riverine flooding sources in Mariposa County. During significant rain events, Mariposa Creek floods and makes multiple road crossings impassable in the town of Mariposa, most notably a crossing at Joe Howard Street and Antone Road. This bridge crossing is an access point for the 42-unit low-income Creekside Terrace Apartments and 7 single-family homes on Standen Park and Antone Roads. Though these residential communities are outside of the regulatory floodplain, during the March 8, 2023 rainstorm event, over 100 residents were cut off from services and could not leave their homes as floodwaters rose and an evacuation warning was issued. Emergency services could not reach residents for several hours. During the winter 2022-23 storm season, there were two additional occasions of flooding at this crossing between December 27 and December 31, 2022 and between January 8 and January 10, 2023. The FEMA Hazard Mitigation Advanced Assistance grant would provide funds for 60% design of a stormwater park in Phase IV of the Mariposa Creek Parkway, which would help mitigate this flooding. The park will provide community recreational space that is designed to flood during significant rain events, as well as habitat enhancements for native species. The proposed park will slow, store, and treat floodwaters, reducing downstream flow. The nature-based proposal will mitigate future flooding, while also providing access to recreational space, improving water quality, and restoring important riparian habitat. The proposed recreational components of the park will complement trail and housing construction along the existing and planned Mariposa Creek Parkway, which are being developed further as part of the Mariposa Creek Parkway Phase IV Special Plan. This Advanced Assistance planning grant, if funded, will position the County to apply for a FEMA Hazard Mitigation grant in the future for implementation and

construction of the park.

**BACKGROUND AND HISTORY OF BOARD ACTIONS**

January 28th, 2020 LTC-2020-3 Mariposa Creek Parkway Master Plan Adoption

January 26th, 2021 LTC-2021-4 Adopt a Resolution Authorizing the Planning Department to Submit an Application for Caltrans FY 2021-22 Sustainable Communities Transportation Planning Grant to Develop a Special Plan for the Phase IV Segment of the Mariposa Creek Parkway; Approve a Letter of Support and Authorize the LTC Chair to Sign the Letter; and Authorize the Local Transportation Commission Chair to Sign the Grant Agreement, If Awarded (Subject to Approval as to Form by County Counsel)

On January 24th, 2023, the Board of Supervisors received an update on the status of the Mariposa Creek Parkway Phase IV Special Plan

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION**

We will have to pursue another grant to fund the flood mitigation project.

**FINANCIAL IMPACT**

None; Mariposa County qualifies for the Prepare California Match Program which covers the non-federal cost share. Therefore, there will be no impact to the General Fund.

**ATTACHMENTS**

1. **Board Resolution**

**VOTE RESULT**

| | |
|---|---|
| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District IV Supervisor Wayne Forsythe |
| **SECONDER:** | District I Supervisor Rosemarie Smallcombe |
| **AYES:** | District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe |

**STATE OF CALIFORNIA**
**COUNTY OF MARIPOSA**
**BOARD OF SUPERVISORS**

Resolution No. 23-___ A RESOLUTION TO AUTHORIZE THE PLANNING DEPARTMENT TO SUBMIT AN APPLICATION TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S HAZARD MITIGATION ADVANCED ASSISTANCE GRANT PROGRAM FOR A FLOOD MITIGATION PROJECT IN THE MARIPOSA CREEK PARKWAY PHASE IV SEGMENT

**WHEREAS**, the Mariposa Creek Parkway Master Plan articulates a vision for the Mariposa Creek Parkway as a resource for active transportation, economic development, housing, resiliency, and other community imperatives; and

**WHEREAS,** the Master Plan also recommends several strategic actions as critical for achieving this multi-dimensional vision; and

**WHEREAS**, among those actions are the acquisition of the rights of way necessary for full implementation of the Parkway and its associated land uses; and

**WHEREAS,** through RES-2020-539, the Board of Supervisors initiated implementation of the Master Plan's recommended actions and acquired rights of way essential for the completion of the Parkway and realization of the Master Plan's vision; and

**WHEREAS,** the Board of Supervisors authorized the Planning Department to pursue funding from the Caltrans Sustainable Communities Planning Grant program to develop a Special Plan for the Phase IV segment of the Mariposa Creek Parkway; and

**WHEREAS**, this application was successful, and the subsequent Phase IV special planning process has entailed rigorous community planning and design to identify and realize an appropriate development pattern on the vacant land acquired by the above-mentioned Board action; and

**WHERAS**, that planning effort has revealed the appropriateness and necessity of nature-based solutions to natural disaster events, including solutions that benefit the project area and other adjacent areas of the town of Mariposa, in the Phase IV site.

**NOW, THEREFORE, BE IT RESOLVED,** the Board of Supervisors authorizes submission of a grant application under the Federal Emergency Management Agency's Hazard Mitigation Advanced Assistance Grant Application to Fund 60% Design of a Flood Mitigation Project on the Mariposa Creek Parkway Phase IV for $750,000.

**ON MOTION BY** Supervisor _____, seconded by Supervisor _____, this resolution is duly passed and adopted this 1st day of August, 2023 by the following vote:

AYES:

NOES:

EXCUSED:

ABSTAIN:

_____
Miles Menetrey, Chair
Board of Supervisors

ATTEST:

_____
Danielle Bondshu, Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

# MARIPOSA COUNTY

Board of Supervisors

**RESOLUTION - ACTION REQUESTED 2023-422**

MEETING: August 1, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Approve an Application to the Local Transportation Climate Adaptation Program (LTCAP) Program for Mariposa Creek Parkway Phase IV Infrastructure Improvement; Authorize the Board of Supervisors Chair to Sign the Letter of Support; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement, If Awarded (Subject to Approval as to Legal Form by County Counsel)

---

**RECOMMENDATION AND JUSTIFICATION**

Approve an Application to the Local Transportation Climate Adaptation Program (LTCAP) Program for Mariposa Creek Parkway Phase IV Infrastructure Improvement; Authorize the Board of Supervisors Chair to Sign the Letter of Support; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement, If Awarded (Subject to Approval as to Legal Form by County Counsel).

This grant would support the construction of an all-weather bridge over Mariposa Creek at Fournier Road, which is necessary to unlock the development potential of the Phase IV segment of the Mariposa Creek Parkway. This area, which was purchased by the Board of Supervisors for this express purpose in 2020, has been the subject of a special planning process since 2021. The special plan will be completed by the end of 2023; this, incidentally, is when awards for this grant will be announced.

**BACKGROUND AND HISTORY OF BOARD ACTIONS**

The Board has received numerous updates on this project, including in January 2023. Additionally:

LTC-2021-4 adopted a resolution authorizing the Planning Department to submit an application for Caltrans FY 2021-22 Sustainable Communities Transportation Planning Grant to develop a Special Plan for the Phase IV segment of the Mariposa Creek Parkway; approved a letter of support and authorized the LTC chair to sign the letter; and authorized the Local Transportation Commission Chair to sign the grant agreement, if awarded (subject to approval as to form by County Counsel).

RES-2020-539 approved a vacant land purchase agreement of real property identified as Assessor's Parcel Numbers 012-340-005, 012-140-062, 012-140-065, 012-140-064, 012-140-017, 012-140-063, 012-140-016, 012-140-022, and 012-140-023; found that this action is exempt from environmental review pursuant to CEQA Guidelines Section 15061(b)(3), Section 15307, Section 15308 and Section 15316 and directed staff to file a Notice of Exemption; and authorized the Board Chair to sign all documents necessary to execute the purchase. The parcels acquired by this action are the parcels the constitute the Phase IV segment of the Mariposa Creek Parkway.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION**

Negative action will result in limitations and delays to suitable development in the Phase IV segment of the Mariposa Creek Parkway.

**FINANCIAL IMPACT**

The grant requires a 20% match, which will be met with staff time, contributions from local economic development partners, or a combination thereof.

**ATTACHMENTS**

1. **Board Resolution_LTCAP**
2. **Cover Letter LTCAP**

**VOTE RESULT**

| | |
|---|---|
| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District IV Supervisor Wayne Forsythe |
| **SECONDER:** | District I Supervisor Rosemarie Smallcombe |
| **AYES:** | District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe |

**STATE OF CALIFORNIA**
**COUNTY OF MARIPOSA**
**BOARD OF SUPERVISORS**

Resolution No. 23-___ APPROVE AN APPLICATION TO THE LOCAL TRANSPORTATION CLIMATE ADAPTATION PROGRAM FOR MARIPOSA CREEK PARKWAY PHASE IV INFRASTRUCTURE IMPROVEMENT AUTHORIZE THE BOARD CHAIR TO SIGN THE LETTER OF SUPPORT; AND AUTHORIZE THE BOARD CHAIR TO SIGN THE GRANT AGREEMENT, IF AWARDED (SUBJECT TO APPROVAL AS TO FORM BY COUNTY COUNSEL)

**WHEREAS**, the Board of Supervisors authorized acquisition of the Phase IV segment of the Mariposa Creek Parkway to achieve a range of benefits for the county; and

**WHEREAS,** the Mariposa Creek Parkway Phase IV Special Plan articulates a comprehensive and community-supported vision for a mix of land uses in this area, including housing, economic development, and recreational benefits; and

**WHEREAS**, improved utilities and infrastructure, including vehicular access to the area over Mariposa Creek, are necessary to achieve this vision.

**NOW, THEREFORE, BE IT RESOLVED,** the Board of Supervisors approves an application to the Local Transportation Climate Adaptation Program for Mariposa Creek Parkway Phase IV Infrastructure Improvement; authorizes the Board Chair to sign the letter of support; and authorizes the Board Chair to sign the grant agreement, if awarded (subject to approval as to form by county counsel).

**ON MOTION BY** Supervisor _____, seconded by Supervisor _____, this resolution is duly passed and adopted this 1st day of August, 2023 by the following vote:
AYES:
NOES:
EXCUSED:
ABSTAIN:

_____
Miles Menetrey, Chair
Board of Supervisors

ATTEST:

_____
Danielle Bondshu, Clerk of the Board

APPROVED AS TO FORM

_____
Steven W. Dahlem, County Counsel

INSERT ON LETTERHEAD

July 25, 2023

Tanisha Taylor, Executive Director
California Transportation Commission
1120 N Street, MS 52
Sacramento, CA 95814

Dear Executive Director Taylor,

The County of Mariposa is pleased to submit for consideration an application for funding through the 2023 Local Transportation Climate Adaptation Program. This application will support the County's efforts to install a new bridge on, and make the necessary supporting improvements to, Fournier Road in Mariposa. Fournier Road is currently one of two creek crossings for approximately 100 residents living in affordable housing to access town. This past winter alone, both creek crossings flooded three times, which left these residents stranded and without any access to medical care, food, or other services.

The County has identified this project as a top priority in its Mariposa Creek Parkway Phase IV Special Plan, in order to not only keep the existing residents connected, and to protect emergency egress for them, but also to expand the housing options that are serviced by Fournier Road. The County has had interest from developers in constructing more low-income housing in that area but cannot even consider building any more low- or mixed-income housing in that area until the road is upgraded, and a new bridge installed. This project will ensure that current and future residents living off Fournier Road will always be accessible to emergency personnel and will likewise be able to evacuate and access emergency and supportive services in town.

The Board of Supervisors is in full support of this application and committed to participating in all phases of the project. Your full consideration of the Fournier Bridge Project contained herein is greatly appreciated.

Sincerely,

# MARIPOSA COUNTY

Board of Supervisors

**RESOLUTION - ACTION REQUESTED 2023-423**

MEETING: August 1, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Approve the Submittal of the National Endowment for the Arts Own Town Grant Application to fund the Historic Preservation in the Present Tense: Integrating Creative Placemaking Policy and Historic Design Review Guidelines for $150,000; Authorize the Board of Supervisors Chair to Sign the Letter of Support; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement, If Awarded (Subject to Approval as to Legal Form by County Counsel)

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**RECOMMENDATION AND JUSTIFICATION**

Approve the Submittal of the National Endowment for the Arts Own Town Grant Application to fund the Historic Preservation in the Present Tense: Integrating Creative Placemaking Policy and Historic Design Review Guidelines for $150,000; Authorize the Board of Supervisors Chair to Sign the Letter of Support; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement, If Awarded (Subject to Approval as to Legal Form by County Counsel)

In FY 19-20, the Planning Department and Mariposa County Arts Council developed the Creative Placemaking Strategy (CPS). That document, which was adopted by the Board in 2021, contains several priority recommendations that align with the proposed project. In particular, the CPS makes recommendations to address the lack of a clear process for public art approval. It states, "A lack of cultural policy in Mariposa County has made the process of developing and implementing public art and creative placemaking projects and programs confusing and inconsistent for individuals and organizations alike." By creating a clear policy, this will support a culture of creativity, celebrate quality, professionalism, and rigor, and remove barriers that limit access for creative pacemaking practitioners in Mariposa County.

This application would provide funding that would enable the County to hire a consultant that would work closely with the Creative Placemaking Strategy Advisory Council (CPSAC) and the Historic Sites, Records and Preservation Commission (HSRPC) to create a process for public art development as well as update the current Gold Rush Design Review Guidelines. The purpose of updating the guidelines is to protect our county's unique cultural and historical assets. Our hired consultant will work closely with the HSRPC to update the guidelines so that they are easier to understand, which makes them easier to enforce, and is representative of our entire community and our history.

Announcement of grant award or rejection would occur in April 2024. If successful, grant work would have to be completed by July 1st, 2026. The anticipated amount requested is $150,000 with a minimum nonfederal match equal to the grant amount.

**BACKGROUND AND HISTORY OF BOARD ACTIONS**

August 17th, 2021 RES-2021-487: Approved the Creative Placemaking Strategy, finding the project exempt from CEQA, and authorized County departments and agencies to pursue implementing its recommendations.

January 16th, 2018 RES-2018-026: Established the Creative Placemaking Strategy Advisory Committee, to which members were appointed on 3/13/2018.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION**

Negative action will result in hindered implementation of the Creative Placemaking Strategy.

**FINANCIAL IMPACT**

This action would generate $150,000 in external funding to support implementation of the Creative Placemaking Strategy. The required match is equal to the grant amount and is anticipated to be primarily in-kind funds from staff time.

**ATTACHMENTS**

1. **Board Resolution**
2. **Letter of Support**

**VOTE RESULT**

| | |
|---|---|
| **RESULT:** | **Adopted (UNANIMOUS)** |
| **MOVER:** | District IV Supervisor Wayne Forsythe |
| **SECONDER:** | District II Supervisor Shannon Poe |
| **AYES:** | District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe |

**STATE OF CALIFORNIA**
**COUNTY OF MARIPOSA**
**BOARD OF SUPERVISORS**

Resolution No. 23-___ A RESOLUTION APPROVING THE SUBMITTAL OF AN APPLICATION TO THE NATIONAL ENDOWMENT FOR THE ARTS OUR TOWN GRANT PROGRAM TO FUND THE HISTORIC PRESERVATION IN THE PRESENT TENSE: INTEGRATING CREATIVE PLACEMAKING POLICY AND HISTORIC DESIGN REVIEW GUIDELINES PROJECT; AND AUTHORIZING THE BOARD OF SUPERVISORS CHAIR TO SIGN THE LETTER OF SUPPORT; AND AUTHORIZE THE BOARD OF SUPERVISORS CHAIR TO SIGN THE GRANT AGREEMENT, IF AWARDED (SUBJECT TO APPROVAL AS TO LEGAL FORM BY COUNTY COUNSEL).

**WHEREAS**, several of the General Plan Elements, including the Economic Development, Arts and Culture, and Regional Tourism Elements, contain goals, policies, and programs that weave together economic development objectives with efforts to enhance and celebrate Mariposa County's cultural identity and sense of place – a process known as Creative Placemaking; and

**WHEREAS**, Resolution No. 2018-26 established the Creative Placemaking Strategy Advisory Committee (CPSAC) to initiate the development of a coordinated plan to achieve General Plan goals, policies and implementation measures related to Creative Placemaking; and

**WHEREAS,** Resolution No. 2021-487 adopted the Creative Placemaking Strategy, which contains several recommendations related to context-sensitive outdoor art, including murals that tell a compelling and rich story about the county's landscapes and natural resources; and

**WHEREAS,** the Creative Placemaking Strategy recommends updating the official process of developing and implementing public art and creative placemaking projects and programs to make it less inconsistent and confusing; and

**WHEREAS,** the protection and enhancement of Mariposa County's unique cultural and historic assets are vital to the successful implementation both the Creative Placemaking and the General Plan.

**NOW THEREFORE BE IT RESOLVED,** that the Board of Supervisors does hereby approve the submittal of an application to the National Endowment for the Arts Our Town Grant Program to fund the Historic Preservation in the Present Tense: Integrating Creative Placemaking Policy and Historic Design Review Guidelines Project; and authorize the Board of Supervisors Chair to sign the letter of support; and authorize the Board of Supervisors

Chair to Sign the Grant Agreement, If Awarded (Subject to Approval as to Legal Form by County Counsel).

**ON MOTION BY** Supervisor _____, seconded by Supervisor _____, this resolution is duly passed and adopted this 1st day of August 2023 by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAIN:

ATTEST:

_____
Danielle Bondshu, Clerk of the Board

_____
Miles Menetrey, Chair
Board of Supervisors

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

August 1, 2023

National Endowment for the Arts
Design Division
400 7th Street, SW
Washington, DC 20506-0001

To the Our Town Review Panel,

This is the Mariposa County Board of Supervisor's letter of support for Mariposa County's application to the Our Town FY 2024 grant in support of our project, *Historic Preservation in the Present Tense: Integrating Creative Placemaking Policy and Historic Design Review Guidelines.* This project will advance our community's ongoing efforts to carve out a distinctive and unique sense of place, allowing us to use art and design to promote a sustainable, vibrant community that is both resilient and resonant. We are excited to be involved in the project.

Our community has long relied on Yosemite National Park and the gold rush to define our culture and identity. However, many in our community believe that our historic design strategy can be more effective, and, relatedly, more reflective of the cultural and ecological assets that distinguish our rural Sierra Foothills community both from the park and from other gold rush-era communities in the region. This project will empower the community through updated policies and guidelines that align with our Creative Placemaking Strategy, Historic Sites and Records Preservation Commission purpose, and the County General Plan. Through more inclusive and vibrant design guidelines, Mariposa County will encourage a more resilient economy by promoting and protecting what makes our Yosemite gateway community unique.

The updated guidelines and policies will empower our community to come together to think beyond Yosemite and the Gold Rush, examining and embracing the tremendous histories, cultures, and landscapes that truly resonate with our Sierra foothill community. Located in between these two landscapes, we believe that the Sierra Nevada's rural foothills have a compelling, if often overlooked, contribution to the state's natural and cultural history. Through this project we hope to give those topics the full consideration that they deserve and to articulate a version of our community's identity that goes beyond what visitors expect and the community has experienced.

This project will also open the doors for more public art projects by creating a much needed formal process for these types of projects. This will ensure that all future public art projects follow the same approval process which will ensure that the projects have community support and follow design guidelines if they are to be located in a historic district. By formalizing the process and making it less ambiguous, we hope that this will empower community members to pursue more public art projects that resonate with them.

Ultimately, the Our Town grant will allow our community to do something that has rarely, if ever been done in Mariposa County. By building on the momentum generated by efforts like the establishment of the Creative Placemaking Strategy, we can use the tools of creative

placemaking to transform our community's design by collaboratively redefining ourselves. This is a tremendous opportunity, one to which we offer our full support.

Sincerely,

Miles Menetrey
Board Chair
Mariposa County Board of Supervisors

# MARIPOSA COUNTY

Board of Supervisors

**Agenda Item – No Resolution Requested**

MEETING: August 1, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Receive an Update on the Mariposa Creek Parkway Phase III Trailhead and Destination Park

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**RECOMMENDATION AND JUSTIFICATION**

Receive an Update on the Mariposa Creek Parkway Phase III Trailhead and Destination Park.

**BACKGROUND AND HISTORY OF BOARD ACTIONS**

The County was awarded a grant from the Economic Development Administration (EDA) American Rescue Plan Act grant program to advance the design and permitting of a trailhead and park on the north side of Mariposa Creek at the downstream end of the Phase III segment. The Planning Department used grant funds to hire a consultant team led by WRT, the County's prime consultant in the development of the Mariposa Creek Parkway Master Plan, to lead this effort.

The trailhead/park is a priority recommendation of the Master Plan, adopted by the Board of Supervisors in January 2020. In addition to parking for visitors with mobility limitations, the trailhead and park will include a bathroom, shaded gathering area, nature-based playground, native landscaping with green infrastructure benefits, and trails that connect to the wider Phase III segment of the Parkway. This includes the primary parkway on the south side of the creek, as well as the new sidewalk on Jessie Street and 11th Street Paseo, all of which is under way with funding from the Active Transportation Program (a separate project).

**RES 2021-518:** approved the submittal of an application for an Economic Development Administration (EDA) American Rescue Plan Act grant for the Mariposa Creek Parkway Phase III Trailhead

**RES 2022-496:** approved an agreement with WRT to conduct the Mariposa Creek Parkway Phase III Trailhead Design and Permitting project

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION**

No action is requested.

**FINANCIAL IMPACT**

No action is requested.

**ATTACHMENTS**

1. **230727 Board Update - Phase 3**



MARIPOSA CREEK PARKWAY

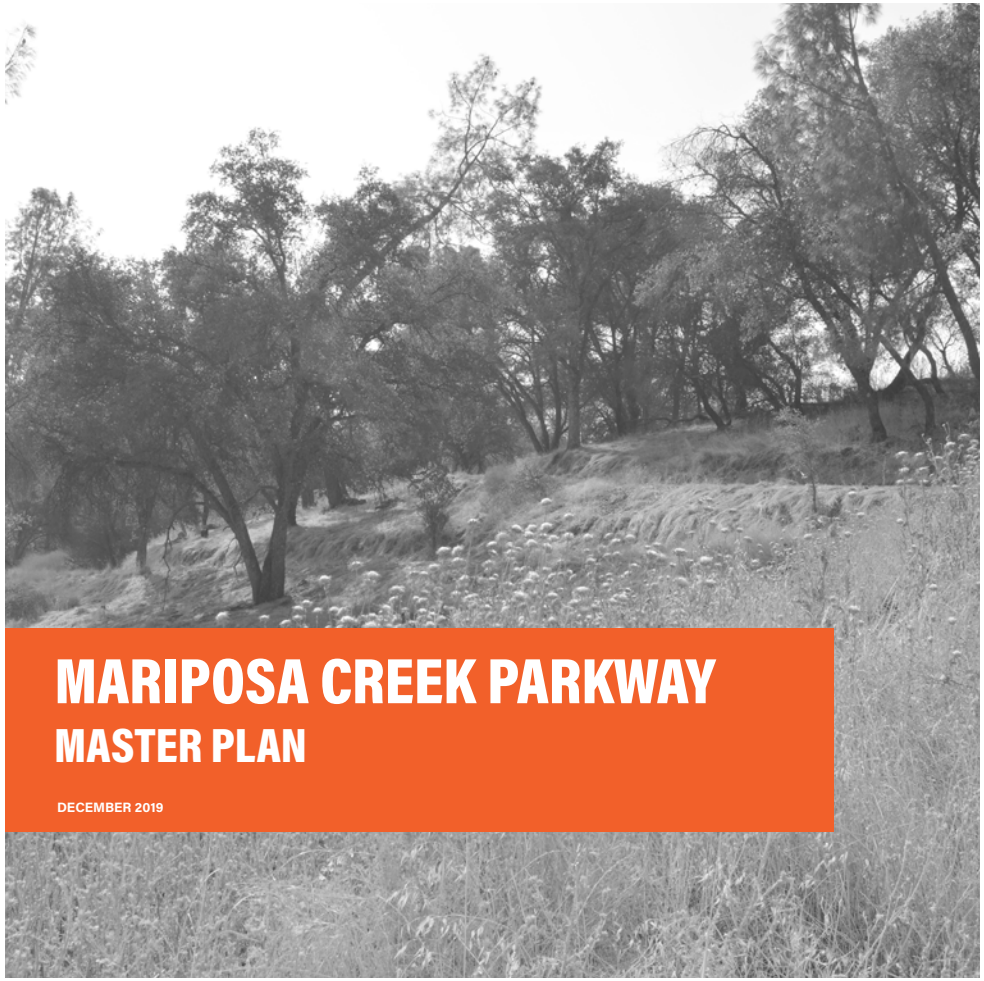
# PHASE III DESTINATION PARK + TRAILHEAD

BOARD OF SUPERVISORS

8/1/2023

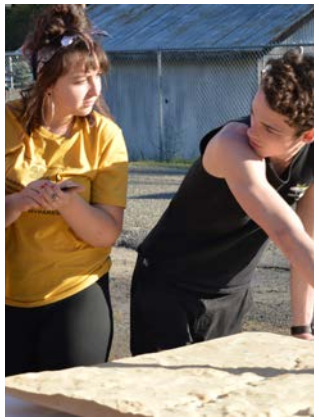
# BACKGROUND // MARIPOSA CREEK PARKWAY MASTER PLAN

- IMPLEMENTATION OF PRIORITY RECOMMENDATION OF THE MARIPOSA CREEK PARKWAY MASTER PLAN
- FUNDED BY A GRANT FROM THE AMERICAN RESCUE PLAN ACT (ARPA)
- HIRED WRT, WITH SUBCONSULTANTS PROVOST + PRITCHARD, SIERRA FOOTHILL CONSERVANCY, AND LAKE | FLATO
- PLAN, DESIGN, AND PERMIT A TRAILHEAD AND PARK THAT SUPPORTS THE PROGRAMMING AND INTENTIONS OF THE MASTER PLAN
- COORDINATED WITH THE OTHER ONGOING CREEK PARKWAY INITIATIVES

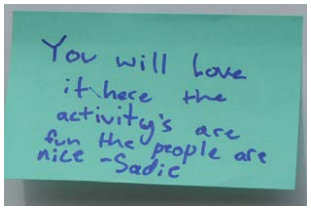


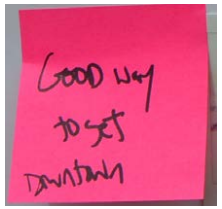
# BACKGROUND // MARIPOSA CREEK PARKWAY MASTER PLAN



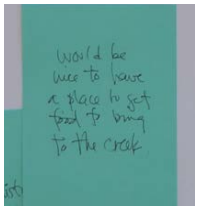




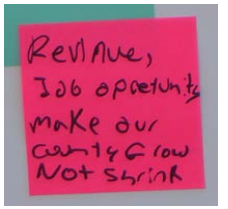


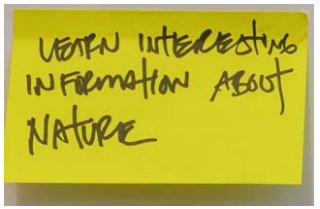


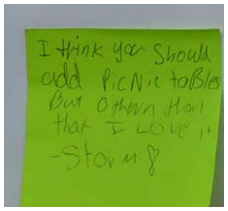


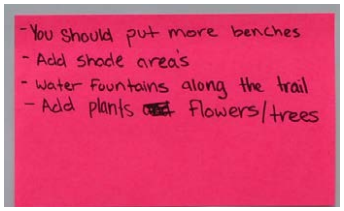


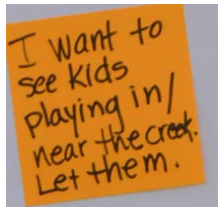


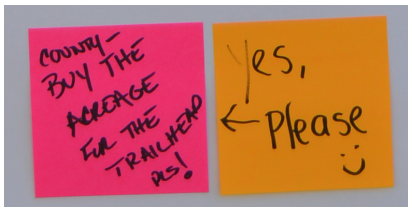


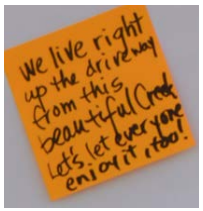


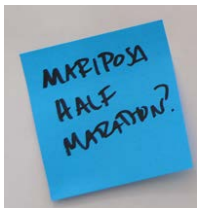



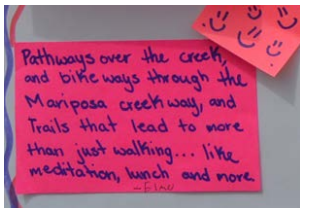


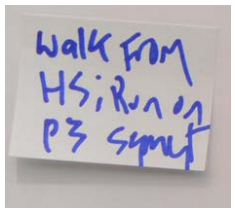


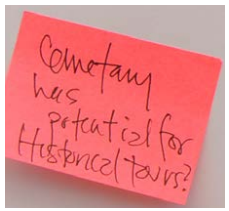


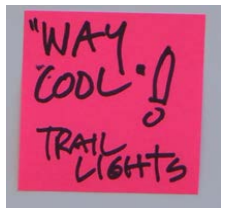


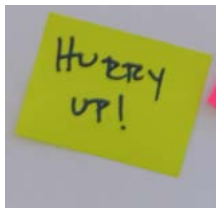


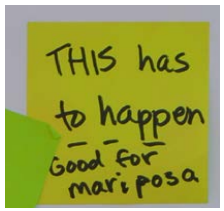


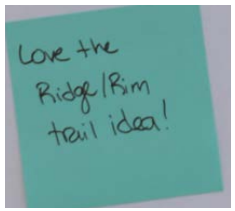



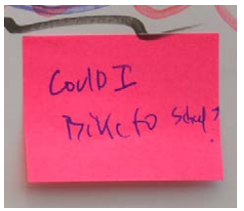


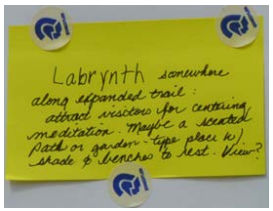


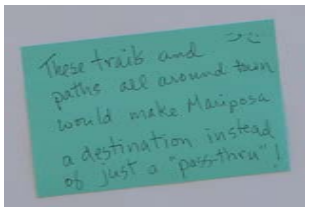


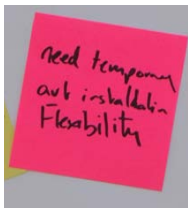


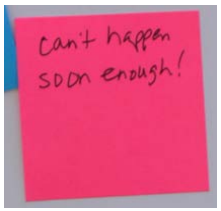


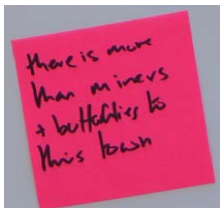




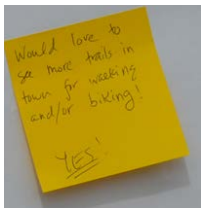











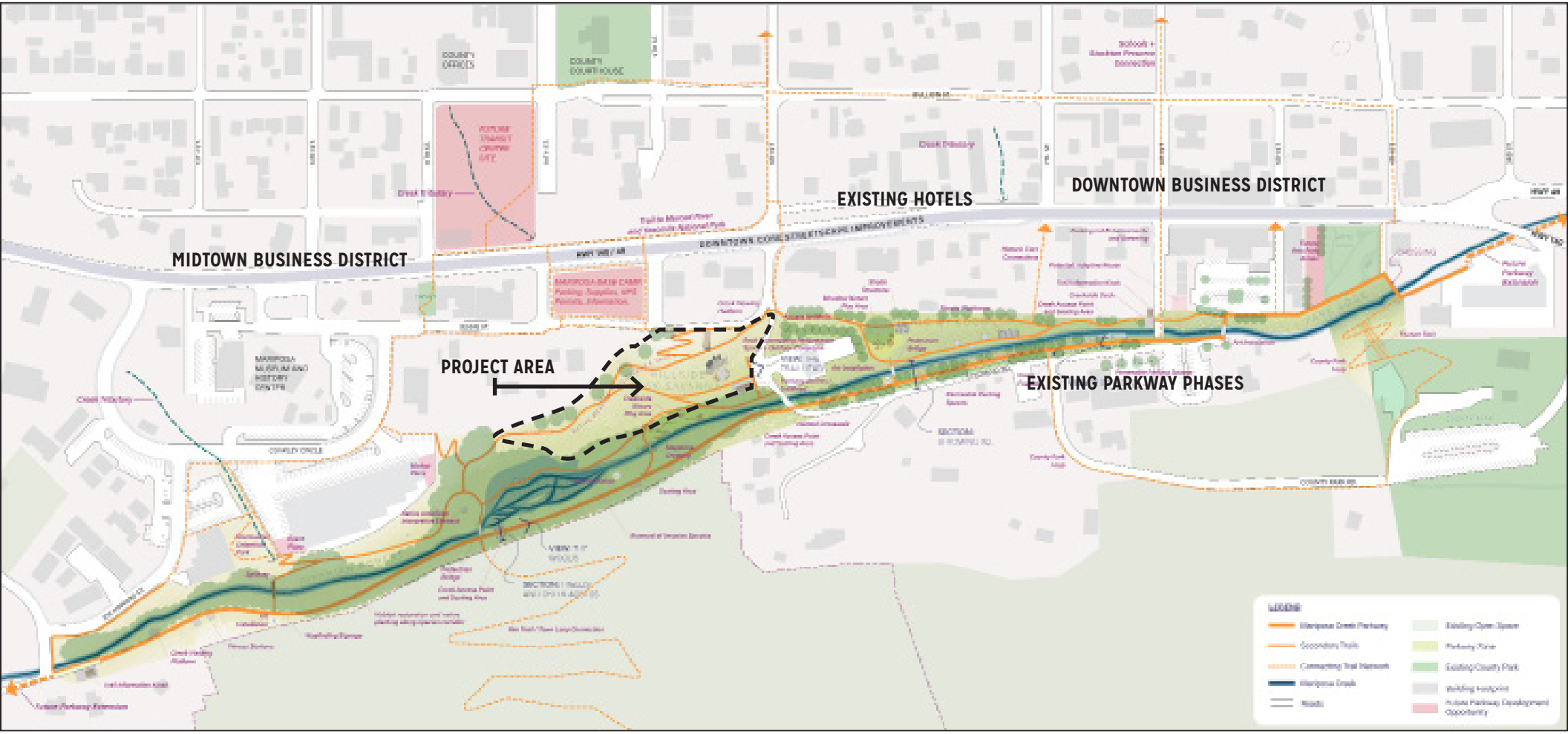






# BACKGROUND // MARIPOSA CREEK PARKWAY MASTER PLAN



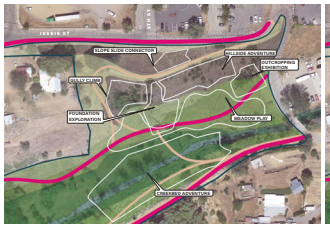
# FOLLOW-UP ENGAGEMENT

## CONCEPTUAL IDEAS: MAIN TRAILHEAD - PLAY

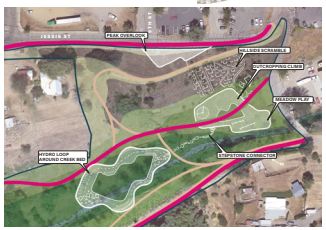


KEY MAP N.T.S.

**PLAY: OPPORTUNITIES**



**PLAY: CONCEPT**



**PRECEDENTS**

*WHAT ABOUT THIS CONCEPT FEELS RIGHT FOR MARIPOSA?*



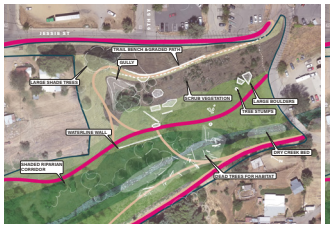


## CONCEPTUAL IDEAS: MAIN TRAILHEAD - SITE



KEY MAP N.T.S.

**SITE: OPPORTUNITIES**



**SITE: CONCEPT**



**PRECEDENTS**

*WHAT ABOUT THIS CONCEPT FEELS RIGHT FOR MARIPOSA?*



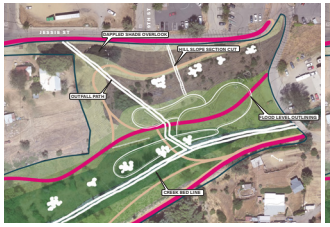


## CONCEPTUAL IDEAS: MAIN TRAILHEAD - CHARACTER



KEY MAP N.T.S.

**CHARACTER: OPPORTUNITIES**



**CHARACTER: CONCEPT**



**PRECEDENTS**

*WHAT ABOUT THIS CONCEPT FEELS RIGHT FOR MARIPOSA?*









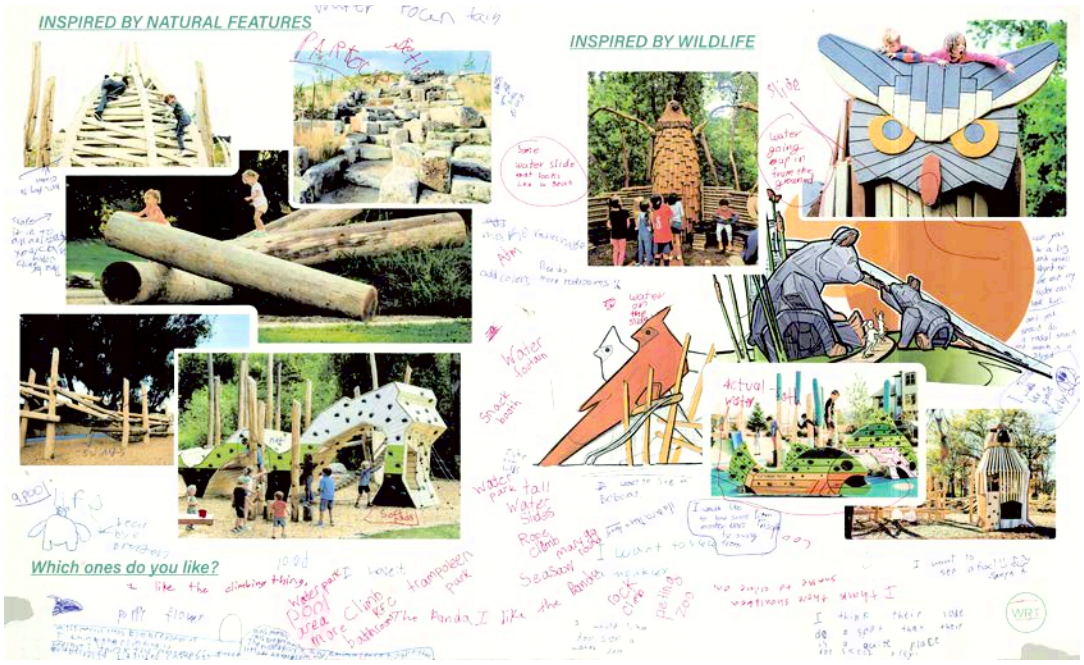



# FOLLOW-UP ENGAGEMENT



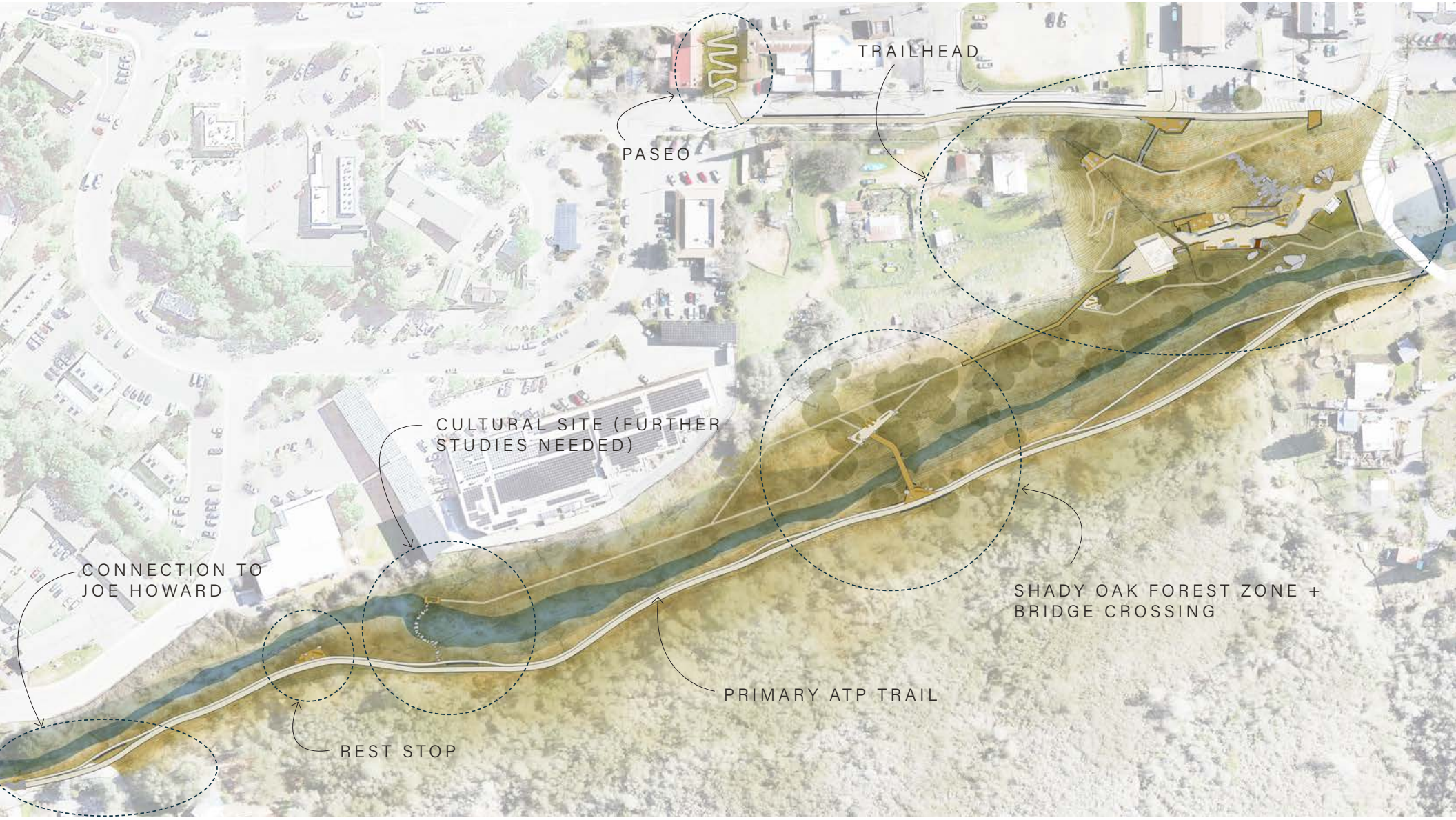









# OVERVIEW + CONNECTIONS



# TRAILHEAD


SHADED OVERLOOK OVER ENHANCED DRAINAGE
OVERLOOK AT THE END OF 9TH STREET
BOULDER CLIMB
ACCESSIBLE PARKING
NATURE PLAY AREA
SHADED DECKS
PAVILION
RESTROOMS
OAK PROMENADE
CREEK TRAIL
CREEK

# OVERLOOK // JESSIE STREET CONNECTION



# ENTRANCE // 8TH STREET CONNECTION



# NATURE PLAY AREA



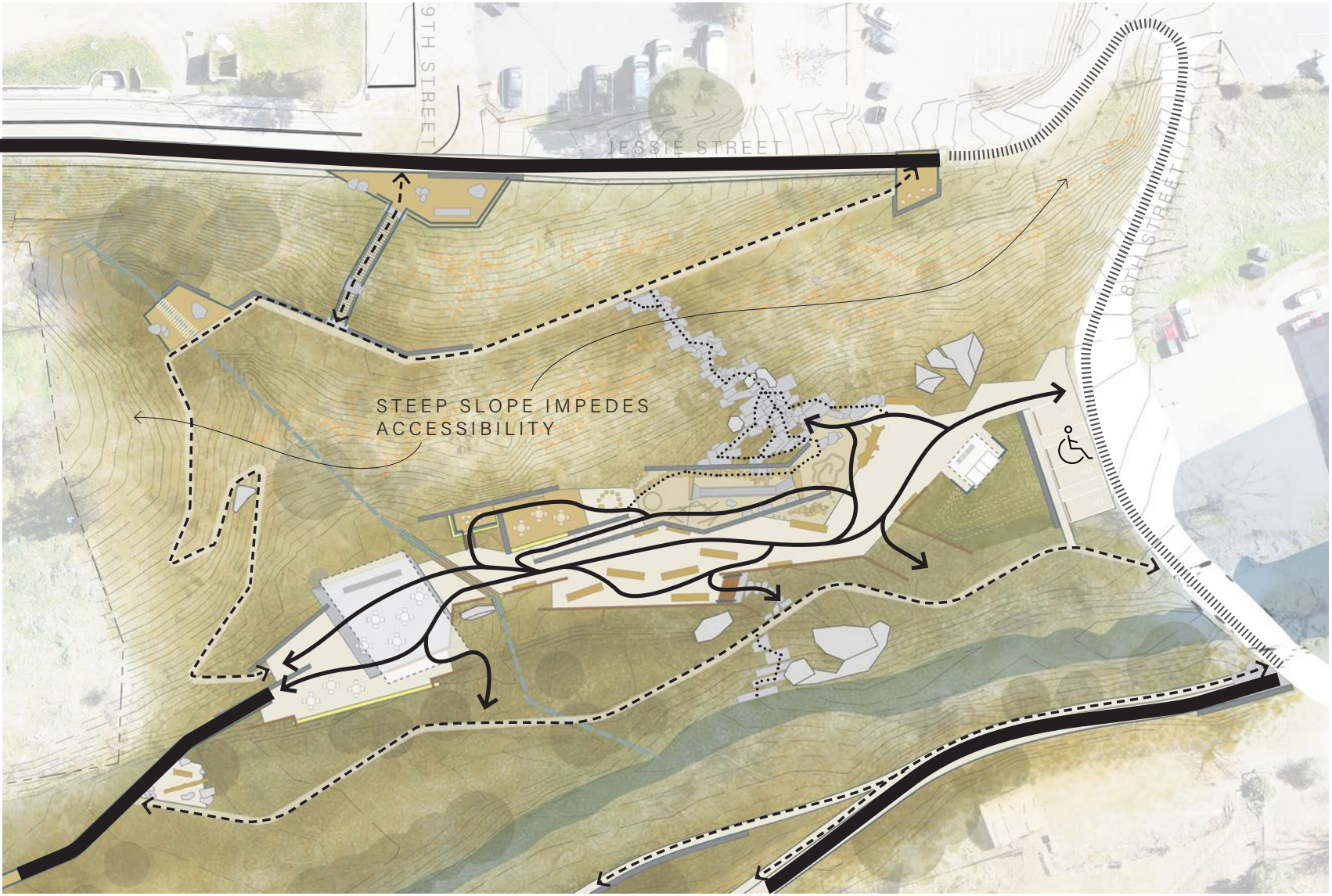
# PAVILLION


BUTTERFLY ROOF DIRECTS RAINWATER TO CENTRAL GUTTER, LIFTING UP FOR SOLAR PANELS TO CATCH DAYLIGHT ON THE HILLSIDE AND ALLOWING VIEWS ALONG THE NATURAL SCENERY ON THE CREEKSIDE
DEEP, WIDE CANOPY PROVIDES EXTENDED SHADE IN THE HOT, SUMMER MONTHS
SLANTED V COLUMNS EMULATE SOME OF THE TREES FOUND ALONG THE CREEK PARKWAY - SHIFTED AND LEANING BY THE POWER OF THE RIVER
CISTERN PROVIDES BACKDROP FOR GATHERING UNDER THE PAVILION AND A DEMONSTRATION OF WATER CONSERVATION
SOLID, MASS COLUMN BASES LIFT UP TO PROTECT THE STRUCTURE FROM FLOODING

# RESTROOM


MASS WALLS PROVIDE A DURABLE ENCLOSURE AND SUPPORT FOR THE PLANTED HILL
INTERPRETIVE WALL WITH WATERSHED INFORMATION
THE ROOF SHAPE TAKES INSPIRATION FROM THE LOCAL GEOLOGICAL FEATURES OF THE TOMBSTONE ROCKS AND SIMPLE, DURABLE AGRARIAN STRUCTURES.
THE OPEN STRUCTURE AND SINK ALLOWS FOR DAYLIGHT, BREEZES, AND VIEWS THROUGH
A PLANTED HILL SEPARATES THE PARKING AND STREET AT THE ENTRY TO THE TRAILHEAD PARK, MARKING THE TRANSITION INTO THE RESTORED LANDSCAPE OF THE CREEK PARKWAY.

# CIRCULATION




**PRIMARY TRAIL**

- ACCESSIBLE MULTIUSE TRAIL WITH MATERIALS THAT ARE BOTH PERVIOUS AND ABLE TO WITHSTAND HIGH USE.

**SECONDARY TRAILS**

- 4' WIDTH SOFT SURFACE PATHS AND PATHS IN FLOODPLAIN ARE UNPAVED
- NO EDGING, PLANTS SPILLING ONTO PATHS

**OAK PROMENADE**

- FLEXIBLE CIRCULATION TO MIRROR CREEK FLOWS
- MULTIPLE OFFSHOOTS LEAD TO OTHER AMENITIES AND CREEK BED

**INFORMAL ROUTES**

- BOULDER CLIMB AND STEPSTONES

**BIKE ACCESS**

- BIKES WILL BE ALLOWED ON THE MAIN ATP TRAIL (ALONG JESSIE AND ON SOUTH SIDE OF CREEK.
- BIKES SHOULD BE WALKED IN THE TRAILHEAD AREA.
- RIDERS SHOULD WITHER DISMOUNT AND WALK BIKES DOWN TRAILHEAD SLOPE OR TAKE THEIR BIKES DOWN 8TH STREET.

**ACCESSIBILITY**

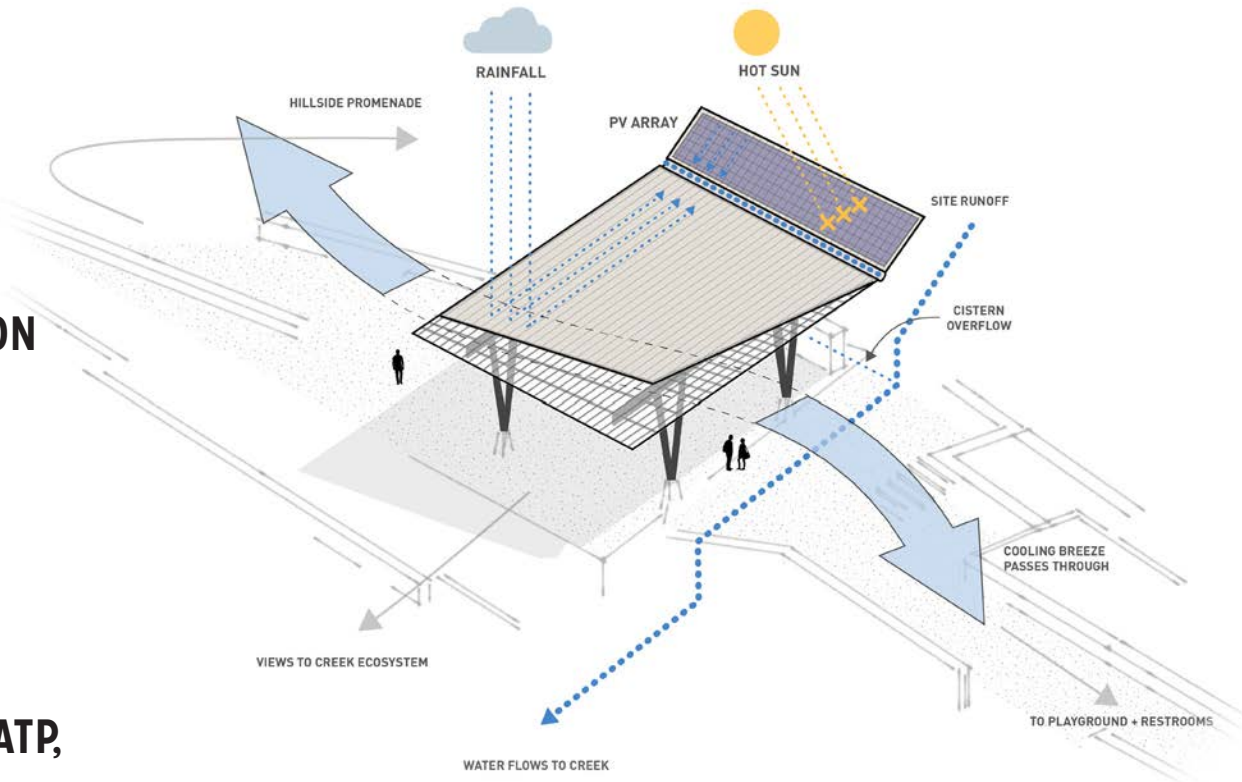
- ACCESSIBILITY FROM PASEO TO TOP OVERLOOK
- NO ACCESSIBLE PATH DOWN SLOPE

**VEHICULAR ACCESS**

- PARKING AREA AVAILABLE OFF OF 8TH STREET. INCLUDES FOUR ACCESSIBLE SPOTS, ONE OF WHICH WILL ACCOMMODATE A BUS.
- GRAVEL SURFACE WITH TIMBER WHEEL STOPS.
- NO VEHICLES WILL BE ABLE TO ACCESS THE OAK PROMENADE.

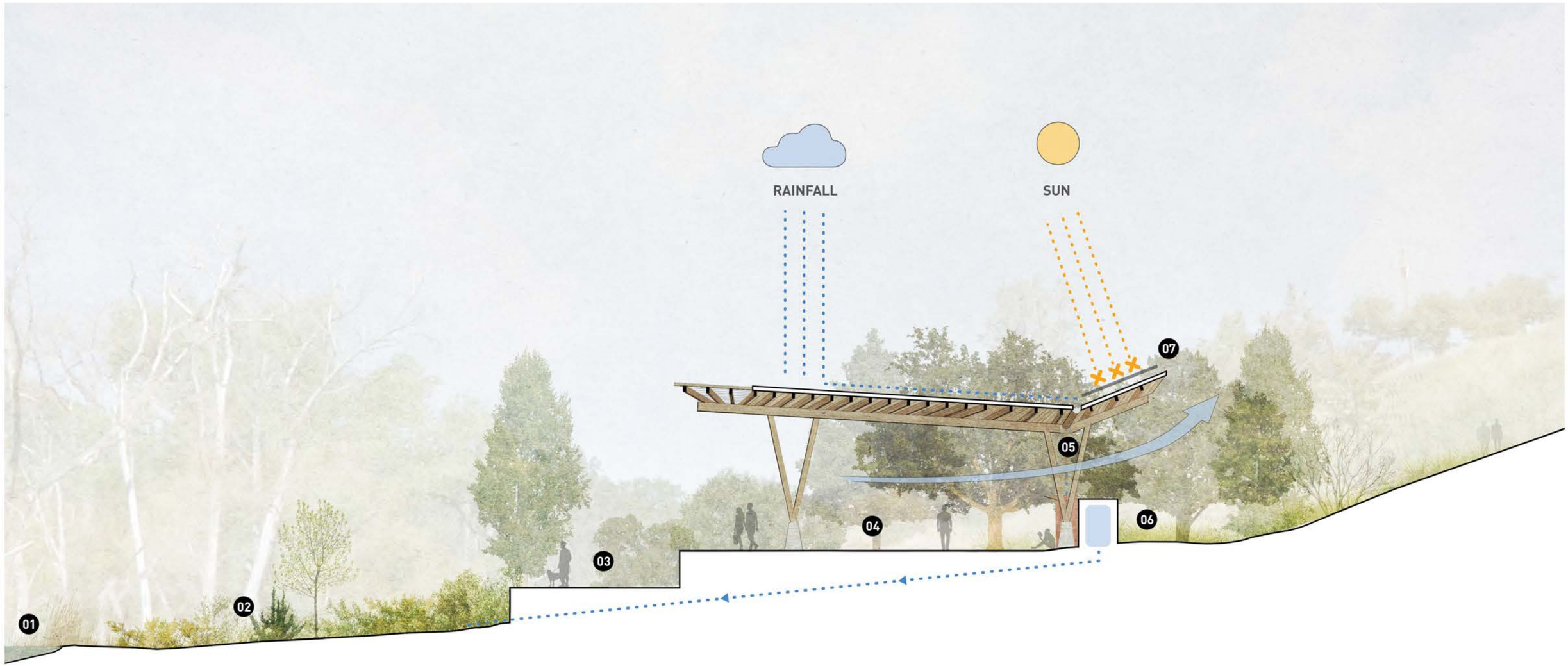
# NEXT STEPS

- 20% CONCEPT DESIGN // TECHNICAL VERSION OF CONCEPTUAL DESIGN PACKAGE
- BIOLOGICAL AND CULTURAL STUDIES
- CULTURAL SITE ALTERNATIVE SELECTION
- NATURE PLAY AREA DESIGN
- COST ESTIMATE + PERMIT ACQUISITION
- ONGOING COORDINATION WITH OTHER PARKWAY PROJECTS // RESTORATION, ATP, HILLSIDE TRAILS




RAINFALL
SUN
THANKS!
07
05
04
06
03

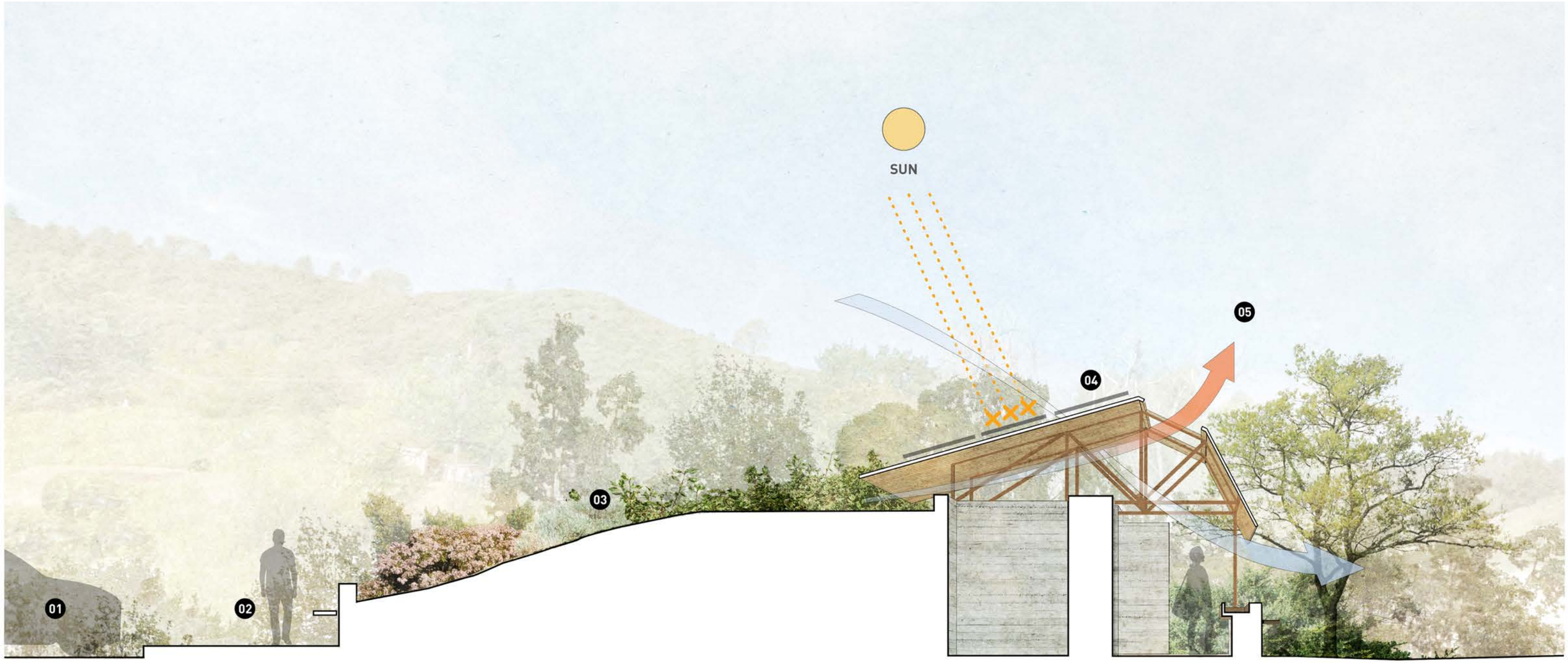
# PAVILION **SECTIONS**




PAVILION SECTION **FACING NORTH**

01 Creek
02 Riparian Ecosystem
03 Trail
04 Picnic Pavilion
05 Water Collection
06 Cistern Overflow
07 Solar Array

# RESTROOM **SECTION**




RESTROOM SECTION **FACING WEST**

01 Parking
02 Walkway
03 Planted Berm
04 Solar Array
05 Passive Cooling

# DIAGRAM **MATERIALS**




## OAK PROMENADE

1. SOFT SURFACE (I.E. DECOMPOSED GRANITE) AS PRIMARY MATERIALS ALONG CIRCULATION CHANNEL
2. FLUSH STONE PAVING TO FORM "EDDIES"

## PAVING

- ALL HARDSCAPE MATERIALS SHALL BE PERVIOUS (GRAVEL) OR SET WITH WIDE JOINTS TO ALLOW WATER INFILTRATION (STONE).

3. BOARDWALKS PROVIDED WHERE PRIMARY CIRCULATION CROSSES THE FLOODPLAIN (SEE CIRCULATION DIAGRAM).
4. CORK SAFETY SURFACING IN PLAY AREAS.

## OVERLOOKS + DECKS

5. TIMBER DECKS FORM A SERIES OF OVERLOOKS AS USERS DESCEND IN ELEVATION
6. TREE AND BOULDER INSERTIONS IN SOME DECK AREAS

## HANDRAILS + GUARDRAILS

7. HANDRAILS PROVIDED AT STAIRS
8. GUARDRAILS AT OVERLOOKS ALLOW PEOPLE TO LEAN COMFORTABLY

- GUARDRAILS CAN BE USED FOR DIDACTIC SIGNAGE OPPORTUNITIES

## WALLS + BOULDERS

9. CONCRETE WALLS ON UPLAND SIDE OF PROMENADE, EITHER RETAINING OR FREE STANDING.
10. WEATHERED STEEL WALLS ON LOWER SIDE OF PROMENADE BETWEEN AMENITIES AND THE CREEK

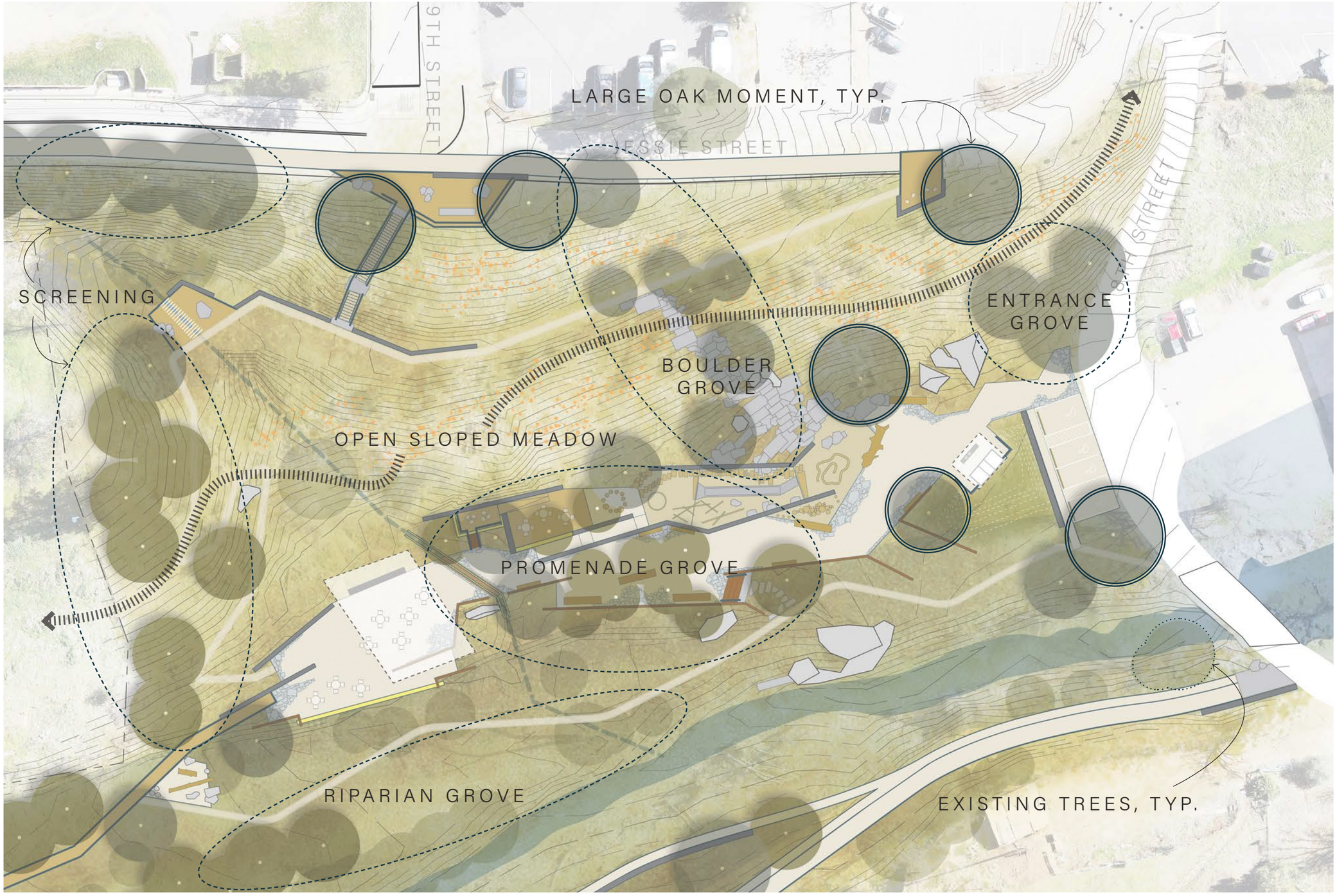
## METAL GRATES

11. GRATES USED OVER DRAINAGES AND AT LOWER STAIRS, SET FLUSH WITH ADJACENT PAVING

## SEATING

12. SEATING AVAILABLE ON BOULDERS AND TIMBERS DISTRIBUTED THROUGHOUT SITE

# DIAGRAM **TRAILHEAD PLANTING**




N

0 20′ 40′

SCALE: 1″=40′

## OVERALL CONCEPT

- ARRANGEMENT OF WOODED GROVES AND MEADOWS CREATE A DYNAMIC EXPERIENCE THROUGHOUT THE SITE IN OPEN AND CLOSED AREAS
- TREE SPECIES CHANGE FROM HIGHEST ELEVATIONS TO LOWEST ELEVATIONS ON THE SITE

## PROMENADE GROVE

- OAKS PROVIDE A SHADED RETREAT
- BAY LAUREL GROVE PLANTED WITHIN HARDSCAPE

## BOULDER GROVE

- TREES PROVIDE SHADED POINTS ALONG BOULDER CLIMB TO CREATE RESTING POINTS.
- ESTABLISHED SCRUBBY OAKS AT THE TOP OF BOULDER CLIMB
- OAKS AND MAPLE SPECIES THROUGHOUT

## ENTRANCE GROVE

- ENTRANCE GROVE MARK BEGINNING OF OAK PROMENADE
- SCREENING OF 8TH STREET FROM WITHIN THE TRAILHEAD
- VALLEY OAK AND BLUE OAK SPECIES

## RIPARIAN GROVE

- BUILDS OFF EXISTING TREES WITHIN FLOODPLAIN
- SALIX, ALDER, AND MAPLE SPECIES THAT ARE ABLE TO WITHSTAND FLOODING

## LARGE OAK MOMENTS

- LARGE VALLEY OAKS AND BLUE OAKS PROVIDE SHADE AT KEY AREAS
- UNCONSTRAINED PLANTING AREAS ALLOW TREES TO GROW LARGE OVER TIME

## SCREENING

- EVERGREEN TREES PROVIDE PRIVACY FOR NEIGHBORS
- CEDAR SPECIES

# MARIPOSA COUNTY

Board of Supervisors

MEETING: August 1, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Discussion and Direction on Fire Inspection Fee Schedule

---

**RECOMMENDATION AND JUSTIFICATION**

Discussion and Direction on Fire Inspection Fee Schedule

NBS was contracted to conduct an analysis of the cost of doing fire safety inspections for businesses and residences in Mariposa County. The report outlining their findings is attached.

An initial discussion was conducted on May 2nd. Staff are bringing this back to the Board for discussion and direction prior to submitting a proposed fee schedule for official adoption in September. Modifications proposed in the attached schedule include:

- Do not charge for NON-mandatory inspections and do not conduct them
- Do not charge for transient occupancy rental inspections and do not conduct them because other departments can cover the requirements when completing their inspections.

Consider phasing in remaining fire inspection fees over 2 years.

Attached you will find the NBS study as well as a proposed, modified fire safety inspection fee schedule based on the above recommendations.

In addition, we are attaching the Fee Cost Recovery Policy adopted by the board on October 2, 2018 governing decisions like this. We are attaching it here for public and board review.

**BACKGROUND AND HISTORY OF BOARD ACTIONS**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION**

Do not discuss and miss the opportunity to continue a previous discussion.

**FINANCIAL IMPACT**

None.

**ATTACHMENTS**

1. **Fire Fee Study Report NBS**
2. **Mariposa County Fee Policy**
3. **County comparison fee schedule for FD**
4. **Comparison county fee schedules comparable counties to Mariposa county**

# MARIPOSA COUNTY FIRE DEPARTMENT

## FIRE PREVENTION PROGRAM

*Final Report for:*

**Fee Study**

**March 27, 2023**

Prepared by:

NBS
helping communities fund tomorrow

nbsgov.com

**Corporate Headquarters**
32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516

# TABLE OF CONTENTS


**1. Executive Summary ..... 3**

1.1 Findings ..... 3

1.2 Report Format ..... 4

**2. Introduction and Fundamentals ..... 5**

2.1 Scope of Study ..... 5

2.2 Methods of Analysis ..... 5

**3. Fire Prevention Division ..... 11**

3.1 Cost of Service Analysis ..... 11

3.2 Fee Establishment ..... 11

3.3 Cost Recovery Evaluation ..... 12

**4. Conclusion ..... 14**


**Appendices**


Cost of Service Analysis (Fee Tables) Appendix A

Fee Comparison Appendix B

# 1. EXECUTIVE SUMMARY

NBS performed a Fee Study for the Mariposa County Fire Department's Fire Prevention Program. This report presents the Study's findings and recommendations as needed to establish and update various fees for services. Throughout the process, the Study afforded much effort to ensure that not only are the fees and charges reasonable and equitable, but that they also meet industry standards and uphold relevant statutory requirements of the State of California.

California cities, counties, and special districts may impose user and regulatory fees for services and activities they provide through provisions set forth in the State Constitution, Article XIII C § 1. Under this legal framework, a fee may not exceed the reasonable cost of providing the service or performing the activity. Additionally, the fees considered in this Study fall outside of the definition and statutory requirement to impose general taxes, special taxes, and fees as a result of property ownership.

Primary reasons for conducting a Fee Study are twofold: (1) first, to ensure that existing fees do not exceed the costs of service, and (2) second, to provide an opportunity for the Board of Supervisors to re-align fee amounts with localized cost recovery policies.

## 1.1 Findings

This Study examined user and regulatory fees managed by the County's Fire Prevention Program. The Study identified an estimated $126,000 in eligible costs for recovery from fees for services, compared to approximately $3,000 currently collected each year from fees. The following table provides a summary of the Study's results:

**Table 1. Summary of Cost Recovery Outcomes**

| Annual Estimated Revenues at Current Fee | Annual Estimated Revenues at Full Cost Recovery Fee | Annual Cost Recovery Surplus / Deficit | Existing Cost Recovery Percentage | Annual Estimated Revenues at Recommended Cost Recovery Fee | Recommended Cost Recovery Percentage |
|---|---|---|---|---|---|
| $ 3,231 | $ 126,132 | $ (122,901) | 3% | $ 90,782 | 72% |

As shown in Table 1, the County is recovering approximately 3% of the costs associated with providing fee-related services. Should the Board adopt fees at 100% of the full cost recovery amounts determined by this Study, an additional $123,000 in costs could be recovered.

As Section 2.2.3 later explains, there may be local policy considerations that support adopting fees at less than the calculated full cost recovery amount. As such, County staff provided initial recommended fee amounts for the Board's consideration. At initially recommended fee amounts, an additional $91,000 in costs could be recovered, for a cost recovery rate of 72%.

## 1.2 Report Format

This report documents the analytical methods and data sources used in the Study, presents findings regarding current levels of cost recovery achieved from user and regulatory fees, and discusses initially recommended fee amounts. The report is organized into the following sections:

- Section 2 - General framework, approach, and methodology of the Fee Study.
- Section 3 - Results of the cost of service analysis performed for Fire Prevention services, including: (1) fully burdened hourly rate(s); (2) calculation of the costs of providing service; and, (3) the cost recovery performance of each fee category.
- Section 4 - Conclusions of the analysis provided in the preceding sections.
- Appendices to this report include the detailed fee analysis and a comparison of fees charged by neighboring agencies for similar services.

# 2. INTRODUCTION AND FUNDAMENTALS

## 2.1 Scope of Study

The following is a summary of the fees evaluated by this Study:

A. California Fire Code Permits
B. Mandated and/or Annual Occupancy Inspections
C. Development, Plan Review, and Inspection
D. Miscellaneous Fees for Services

The fees examined in this report specifically exclude development impact fees, and any special tax assessments which fall under a different set of statutory and procedural requirements from the body of user and regulatory fees analyzed in this Study. The Study also excludes facility and equipment rental rates, as well as most fines and penalties imposed by the County for violations of its requirements or codes.[1]

## 2.2 Methods of Analysis

Three phases of analysis were completed for the County:




### 2.2.1 COST OF SERVICE ANALYSIS

The cost of service analysis is a quantitative effort that compiles the full cost of providing governmental services and activities. There are two primary types of costs considered: direct and indirect costs. Direct costs are those that specifically relate to an activity or service, including the real-time provision of the service. Indirect costs are those that support the provision of services in general but cannot be directly or easily assigned to a singular activity or service.

Components of the full cost of service include direct labor costs, indirect labor costs, specific direct non-labor costs where applicable, allocated non-labor costs, and allocated organization-wide overhead. Definitions of these cost components are as follows:

- **Direct Labor costs –** Salary, wages, and benefits expenses for personnel specifically involved in the provision of fire prevention services and activities to the public.
- **Indirect labor costs –** Personnel expenses supporting the provision of services and activities. This can include line supervision and management, administrative support within a

[1] According to the California Constitution Article XII C § 1 (e) (4) and (5), the County is not limited to the costs of service when charging for entrance to or use of government property, or when imposing fines and penalties.

division/program, and staff involved in technical activities related to the direct services provided to the public.

- **Specific direct non-labor costs –** When applicable, discrete expenses incurred for a specific service or activity performed, such as contractor costs, third-party charges, and very specific materials used in the service or activity.
- **Allocated non-labor costs** – Expenses other than labor involved in the provision of services. In most cases, these costs are allocated across all services provided, rather than directly assigned to fee categories.
- **Allocated indirect organization-wide overhead** – These are expenses, both labor and non-labor, related to agency-wide support services. Support services include general administrative services such as Executive Director, Finance, Human Resources, etc.

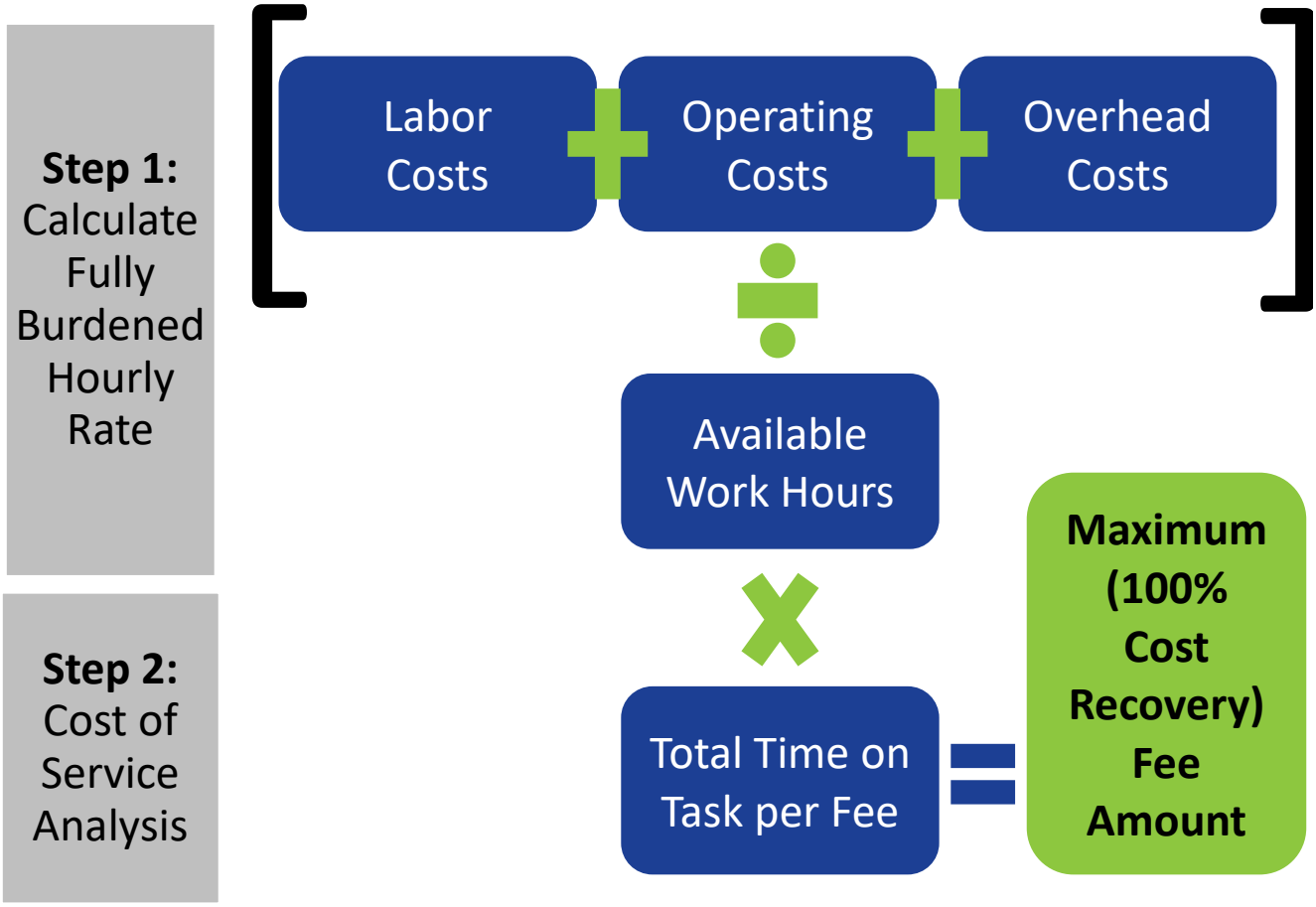
All cost components in this Study use annual (or annualized) figures, representing a twelve-month cycle of expenses incurred in the provision of all services and activities County-wide.

Nearly all the fees reviewed in this Study require specific actions on the part of County staff to provide the service or conduct the activity. Since labor is the primary underlying factor in these activities, the Study expresses the full cost of service as a fully burdened cost per labor hour. NBS calculated a composite, fully burdened, hourly rate for the Fire Prevention Program. This rate serves as the basis for further quantifying the average full cost of providing individual services and activities. Determining the fully burdened labor rate requires two data sets: (1) the full costs of service, and (2) the number of staff hours available to perform those services. NBS derived the hours available based on the complete list of all the Fire Prevention Program employees and/or available service hours of its contracted professionals (where applicable).

The County supplied NBS with the total number of paid labor hours for each employee involved in the delivery of services included in this Study. These available hours represent the amount of productive time available to provide both fee-recoverable and non-fee recoverable services and activities. Available labor hours divided into the annual full costs of service equal the composite, fully burdened, labor rate. Some agencies may also use the resulting rates for purposes other than setting fees, such as calculating the full cost of general services or structuring a cost recovery agreement with another agency or third party.

NBS also assisted the County in estimating the staff time for the services and activities listed in the County's fee schedule. Time tracking records can prove useful in identifying time spent providing general categories of service; however, the County does not systematically track the service time of activities for all individual fee-level services provided. Therefore, NBS also relied on interviews and questionnaires to develop the necessary data sets of estimated labor time. In many cases, the County provided estimates of the average amount of time (in minutes and hours) it took to complete a typical service or activity considered on a per-occurrence basis.

It should be noted that the development of these time estimates was not a one-step process but required careful review by both NBS and the County to assess the reasonableness of such estimates. Based on the results of this review, the County reconsidered its time estimates until all parties were comfortable that the fee models reasonably reflected the average service level provided by the County. Finally, the fully burdened labor rate(s) calculated in earlier steps were applied at the individual fee level time estimates, yielding an average total cost of providing each fee for service or activity. The graphic below provides a visual representation of the steps discussed in this section.




### 2.2.2 FEE ESTABLISHMENT

The fee establishment process includes a range of considerations, including the following:

- **Addition to and deletion of fees** – The Study provided the County with the opportunity to propose additions and deletions to their current fee schedules, as well as re-name, re-organize, and clarify which fees were to be imposed. Many of these fee revisions allowed for better adherence to current practices, as well as the improvement in the calculation, application, and collection of the fees owed by an individual. Some additions to the fee schedule were simply the identification of existing services or activities performed by County staff for which no fee is currently charged.

- **Revision to the structure of fees** – In most cases, the focus was to re-align the fee amount to match the costs of service and leave the current structure of fees unchanged. However, in several cases, fee categories and fee names had to be simplified or re-structured to increase the likelihood of full cost recovery or to enhance the fairness of how the fee is applied to the various types of fee payers.
- **Documentation of the tools used to calculate special cost recovery –** The County's fee schedule should include the fully burdened hourly rate(s) developed by the Study. Documenting these rates in the fee schedule provides an opportunity for the Board of Supervisors to approve rates for cost recovery under a "time and materials" approach. It also provides clear publication of those rates so that all fee payers can readily reference the basis of any fee amounts. The fee schedule should provide language that supports special forms of cost recovery for activities and services not included in the adopted master fee schedule. In these rare instances, published rates are used to estimate a flat fee or bill on an hourly basis.

### 2.2.3 COST RECOVERY EVALUATION

The NBS fee model compares the existing fee for each service or activity to the average total cost of service quantified through this analysis. Here are the possible outcomes of the fee analysis:

- Cost recovery rate of 0% - This signifies that there is currently no current recovery of costs from fee revenues (or insufficient information available for evaluation).
- Cost recovery rate of 100% - This means that the fee currently recovers the full cost of service.
- Cost recovery rate between 0% and 100% - This indicates partial recovery of the full cost of service through fees.
- Cost recovery rate greater than 100% - This means that the fee exceeds the full cost of service. User fees and regulatory fees should not exceed the full cost of service.

In all cases, the cost recovery rate achieved by a fee should not be greater than 100%. In most cases, imposing a fee above this threshold could change the definition of the charge from a cost of service-based fee to a tax which has other procedural requirements, such as ballot protest or voter approval.

The next step in the process is for the Board to adopt a "target" level of cost recovery for each fee, established at either 100% or any amount less than the calculated full cost of service. Targets and recommendations reflect discretion on the part of the agency based on a variety of factors, such as existing County policies and agency-wide or departmental revenue objectives, economic goals, community values, market conditions, level of demand, and others.

A general method of selecting an appropriate cost recovery target is to consider the public and private benefits of the service or activity in question, such as:

- To what degree does the public at large benefit from the service?
- To what degree does the individual or entity requesting, requiring, or causing the service benefit?

When a service or activity benefits the public at large, there is generally little to no recommended fee amount (i.e., 0% cost recovery), reinforcing the fact that a service which truly benefits the public is best funded by general resources of the County, such as revenues from the General Fund (e.g., taxes).

Conversely, when a service or activity wholly benefits an individual or entity, the cost recovery is generally closer to or equal to 100% of cost recovery from fees collected from the individual or entity.

In some cases, a strict public-versus-private benefit judgment may not be sufficient to finalize a cost recovery target. Any of the following factors and considerations may influence or supplement the public-versus-private benefit perception of a service or activity:

- If optimizing revenue potential is an overriding goal, is it feasible to recover the full cost of service?
- Will increasing fees result in non-compliance or public safety problems?
- Are there desired behaviors or modifications to behaviors of the service population helped or hindered through the degree of pricing for the activities?
- Does current demand for services support a fee increase without adverse impact to the community served or current revenue levels? In other words, would fee increases have the unintended consequence of driving away the population served?
- Is there a good policy basis for differentiating between the type of user (e.g., residents vs. non-residents, residential vs. commercial, non-profit entities, and business entities)?
- Are there broader County objectives that merit a less than full cost recovery target from fees, such as economic development goals and local social values?

NBS provided the cost of service calculation based on 100% full cost recovery and the framework for the County's use to adjust the amount of cost recovery in accordance with its broader goals as they pertain to code compliance, cost recovery, economic development, and social values.

### 2.2.4 DATA SOURCES

The following data sources were used to support the cost of service analysis and fee establishment phases of this Study:

- The County's Adopted Budget for Fiscal Year 2021-22
- A complete list of the Fire Prevention Program personnel, salary/wage rates, regular hours, paid benefits, and paid leave amounts provided by the Finance Department
- Prevailing fee schedules
- Annual permit volume data provided by the Fire Prevention Program

The County's adopted budget serves as an important source of information that affects the cost of service results. NBS did not audit or validate the County's financial documents and budget practices, nor was the cost information adjusted to reflect different levels of service or any specific, targeted performance benchmarks. This Study accepts the County's budget as a legislatively adopted directive describing the most appropriate and reasonable level of County spending. NBS consultants accept the Board of Supervisors' deliberative process and the County's budget plan and further assert that through this legislative process, the County has yielded a reasonable and valid expenditure plan to use in setting cost-based fees.

### 2.2.5 FEE COMPARISON

Appendix B presents the results of the Fee Comparison. Often policy makers request a comparison of fees to surrounding or similar communities. The purpose of a comparison is to provide a sense of the local

market pricing for services, and to use that information to gauge the impact of recommendations for fee adjustments. The following counties were chosen for purposes of comparison: Madera, Merced, Fresno, and Tuolumne. Also, regarding the general approach to, and use of, comparative survey data:

- Comparative surveys do not provide information about the cost recovery policies or procedures inherent in each comparison agency.
- A "market based" decision to price services below the full cost of service calculation, is the same as making a decision to subsidize that service.
- Comparative agencies may or may not base their fee amounts on the estimated and reasonable cost of providing services. NBS did not perform the same level of analysis provided for this Study on the comparative agencies' fees.
- Comparative fee survey efforts are often non-conclusive for many fee categories. Comparison agencies typically use varied terminology for provision of similar services.

In general, NBS reasonably attempts to source each comparison agency's fee schedule from the Internet, and compile a comparison of fee categories and amounts for the most readily comparable fee items that match the client's existing fee structure.

# 3. FIRE PREVENTION PROGRAM

Fire Prevention is dedicated to maintaining a proactive approach to reducing the risk to lives and property within Mariposa County. Fire Prevention staff primarily perform annual regulatory permitting and inspections of existing businesses and facilities, as well as review and inspection of sprinkler systems, alarm systems, and other development services related requests. Occasionally, Fire Prevention staff also investigates the causes of fires or complaints regarding illegal burning or other hazardous conditions.

## 3.1 Cost of Service Analysis

For purposes of fee analysis, NBS developed a composite, fully burdened, hourly rate for Fire Prevention services, as shown in Table 2 below:

**Table 2. Fully Burdened Hourly Rate**

| Cost Element | Suppression Services | Prevention Direct Services | Total |
|---|---|---|---|
| Labor | $ 443,270 | $ 57,221 | $ 500,491 |
| Recurring Non-Labor | 2,272,307 | 20,278 | 2,292,585 |
| Countywide Overhead | 481,097 | 19,189 | 500,286 |
| Division Support Activities | - | 174,703 | 174,703 |
| **Division Total** | **$ 3,196,674** | **$ 271,391** | **$ 3,468,065** |
| **Fully Burdened Hourly Rate** | **n/a** | **$ 226** | |
| *Reference: Direct Hours Only* | *n/a* | *1,203* | |

Section 2.2, *Methods of Analysis,* further describes the types of expenditures and allocated costs considered in the development of the rate. All subsequent cost of service calculations at the individual fee level for the Fire Prevention Program assume a fully burdened hourly rate of **$226**.

Because the Fire Prevention Program is combined within the overall organizational and accounting structure of the Fire Department, this Study also recognizes costs associated with services that are not generally recoverable in user or regulatory fees for service. As shown in Table 2, the total cost of the Fire Department in total is approximately $3.5 million per year for all activities and services provided. $271,000 of costs are associated with the Fire Prevention Direct services, and $3.2 million are for general operations/suppression related services.

## 3.2 Fee Establishment

The fee schedule established during this Study is comprised mostly of new fees that are not currently charged by the County for fire prevention services. Currently, the County has one fee available for

recovery of Fire Prevention services as pertains to review of building plans and/or sprinkler and alarm permits. However, the Fire Prevention Program is providing a number of services that are typically charged for in other agencies. One of the primary goals of this Study is to provide the Board of Supervisors with the opportunity to implement a fee program that better supports cost recovery for services, in alignment with local policies and industry standards regarding cost recovery.

The fee structure created for the Fire Prevention Program is segregated into four main service categories, as follows:

- **Section A. California Fire Code Permits –** The Fire Prevention Program issues operational permits as required by the California Fire Code. Fees are structured by type of permit or service required.
- **Section B. Mandated and/or Annual Occupancy Inspections –** The Fire Prevention Program inspects certain institutional, commercial, and Residential care occupancies on a periodic basis, as required by State laws. Fees are structured by occupancy type and size.
- **Section C. Development, Plan Review, and Inspection –** The scope of this Study determined the full cost of providing plan review and field inspection services related to construction of new buildings / structures, as well as improvements to existing buildings / structures. Additionally, the Fire Prevention Program also regulates installation and improvement to fire sprinkler and fire alarm systems, underground fire service, fire pump testing and water tank installation.
- **Section D. Miscellaneous Fees for Services –** Includes fees for miscellaneous services such as vacation rental inspections, reinspections, special events, and other activities not covered under previous categories listed.

## 3.3 Cost Recovery Evaluation

Appendix A presents the results of the detailed cost recovery analysis of fees for the County's Fire Prevention Program. In the Appendix, the "Cost of Service per Activity" column establishes the maximum adoptable fee amount for the corresponding service identified in the "Fee Description" list. The "Existing Cost Recovery Percentage" column indicates how much each fee currently charged by the County is recovering of the costs of providing services. Because the County is not charging many fees for the services it provides, most of the cost recovery percentages for existing services show a 0% recovery rate.

Currently, the Fire Prevention Program in total is recovering approximately 3% of the total annual cost of providing services from fees. As Table 3 shows, the County collects approximately $3,000 per year in revenue at the current fee amounts. At full cost recovery and the same demand level for these services, the County would recover approximately $126,000.

Table 2 above shows that the full cost of providing Fire Prevention Program services is approximately $271,000 per year. It should be noted that the fee program is not targeting recovery of 100% of the total annual cost of providing all prevention related services. The County's Fire Prevention Program also provides services which are, for the most part, supported by general funds of the County such as investigating causes of fires, investigating complaints of illegal burning or other hazardous conditions, hazard abatement, and public education programs. These services should not be expected to achieve cost recovery through the fees for services shown in Appendix A.

**Table 3. Summary of Cost Recovery Outcomes**

| Annual Estimated Revenues at Current Fee | Annual Estimated Revenues at Full Cost Recovery Fee | Annual Cost Recovery Surplus / Deficit | Existing Cost Recovery Percentage | Annual Estimated Revenues at Recommended Cost Recovery Fee | Recommended Cost Recovery Percentage |
|---|---|---|---|---|---|
| $ 3,231 | $ 126,132 | $ (122,901) | 3% | $ 90,782 | 72% |

County staff also provided initially recommended fee amounts for each fee for service shown in Appendix A. The recommendations include recovery of 100% for each fee for service except for State-mandated annual inspections for educational facilities, where private school inspections are recommended at a 10% recovery rate and public schools at 0% (no charge). From here, the Board will review and consider this proposal and adopt the appropriate cost recovery levels at or below the initially recommended amounts.

# 4. CONCLUSION

Based on the outcomes of the Cost of Service Analysis, Fee Establishment, and Cost Recovery Evaluation presented in this Study, the proposed Fire Prevention Program Fee Schedule has been prepared and included in the County's Staff Report for the Board's review and adoption.

As discussed throughout this report, the intent of the proposed fee schedule is to improve the County's recovery of costs incurred to provide individual services, as well as adjust fees where the fees charged exceed the average costs incurred. Predicting the amount to which any adopted fee increases will affect County revenues is difficult to quantify. For the near-term, the County should not count on increased revenues to meet any specific expenditure plan. Experience with the revised fee amounts should be gained first before revenue projections are revised. However, unless there is some significant, long-term change in activity levels at the County, proposed fee amendments should enhance the County's cost recovery performance over time, providing it the ability to stretch other resources further for the benefit of the public at-large.

A fundamental purpose of the fee schedule is to provide clarity and transparency to the public and to staff regarding fees imposed by the County. Once adopted by the Board of Supervisors, the fee schedule is the final word on the amount and method in which fees should be charged and supersedes all previous fee schedules. If it is discovered that the master document is missing certain fees, those fees will eventually need to be added to the master fee schedule and should not exist outside the consolidated, master framework.

The County should consider adjusting these user fees and regulatory fees on an annual basis to keep pace with cost inflation. For all fees and charges, for example, the County could use a Consumer Price Index adjustment that is applied to the new fee schedule. Conducting a comprehensive user fee Study is not an annual requirement, and only becomes worthwhile over time as shifts in organization, local practices, legislative values, or legal requirements result in significant change. Typically, a comprehensive study of this nature is performed approximately every five years.

*Disclaimer: In preparing this report and the opinions and recommendations included herein, NBS has relied on a number of principal assumptions and considerations with regard to financial matters, conditions and events that may occur in the future. This information and assumptions, including the County's budgets, time estimate data, and workload information from County staff, were provided by sources we believe to be reliable; however, NBS has not independently verified such information and assumptions. While we believe NBS' use of such information and assumptions is reasonable for the purpose of this report, some assumptions will invariably not materialize as stated herein and may vary significantly due to unanticipated events and circumstances. Therefore, the actual results can be expected to vary from those projected to the extent that actual future conditions differ from those assumed by us or provided to us by others.*

# *APPENDIX A*

## *Cost of Service Analysis*

**County of Mariposa Fire Department**
**Fire Prevention Division - User Fee Study FY 22**
**Estimation of Average Cost of Providing Activities and Services**

***APPENDIX A***

| Fee No. | Fee Description | Fee Type/ Unit | Notes | Activity Service Cost Analysis: County Prevention Staff $ 226 | Activity Service Cost Analysis: Prevention Contractor / Consultant n/a | Activity Service Cost Analysis: Total Estimated Average Labor Time Per Activity (Hours) | Activity Service Cost Analysis: Cost of Service Per Activity | Cost Recovery Analysis: Current Fee / Deposit | Cost Recovery Analysis: Existing Cost Recovery Percentage | Cost Recovery Analysis: Recomm-ended Fee | Cost Recovery Analysis: Recomm-ended Cost Recovery Percentage | Annual Estimated Revenue Analysis: Estimated Volume of Activity | Annual Estimated Revenue Analysis: Annual Estimated Revenues at Current Fee | Annual Estimated Revenue Analysis: Annual Estimated Revenues at Full Cost Recovery Fee | Annual Estimated Revenue Analysis: Annual Estimated Revenues at Recomm-ended Fee |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **A. CALIFORNIA FIRE CODE PERMITS** | | | | | | | | | | | | | | | |
| 1 | California Fire Code Permits | | | | | | | | | | | | | | |
| | *Occupancies with more than two or more fire code permits will receive a full charge for the first permit, and additional permits at 1/4 of hourly rate.* | | | | | | | | | | | | | | |
| | First Permit | per permit | | 1.50 | n/a | **1.50** | **$ 339** | New | % | $ 339 | 100% | 10 | $ - | $ 3,385 | $ 3,385 |
| | Each Additional Permit | per permit | | 0.25 | n/a | **0.25** | **$ 56** | New | % | $ 56 | 100% | - | $ - | $ - | $ - |
| | | | | | | | | | | | | | | | |
| **B. MANDATED AND/OR ANNUAL OCCUPANCY INSPECTIONS** | | | | | | | | | | | | | | | |
| | *Unless otherwise stated, fees for annual occupancy inspections include one site visit for routine regulatory inspection. Re-inspection fees may apply if findings related to non-compliance occur* | | | | | | | | | | | | | | |
| 1 | State Fire Marshal Regulated Occupancies | | | | | | | | | | | | | | |
| | Commercial Day Care Facility | | | | | | | | | | | | | | |
| | a. 7-50 persons | per year | | 1.00 | n/a | **1.00** | **$ 226** | New | % | $ 226 | 100% | - | $ - | $ - | $ - |
| | b. 50+ persons | per year | | 2.00 | n/a | **2.00** | **$ 451** | New | % | $ 451 | 100% | - | $ - | $ - | $ - |
| | | | | | | | | | | | | | | | |
| | Residential Care Facilities/Skilled Nursing Facilities Initial Fire Clearance | | | | | | | | | | | | | | |
| | a. 7-25 units | per request | | 1.00 | n/a | **1.00** | **$ 226** | New | % | $ 226 | 100% | - | $ - | $ - | $ - |
| | b. 26-100 units | per request | | 2.00 | n/a | **2.00** | **$ 451** | New | % | $ 451 | 100% | - | $ - | $ - | $ - |
| | c. 101 or more units | per request | | 3.00 | n/a | **3.00** | **$ 677** | New | % | $ 677 | 100% | - | $ - | $ - | $ - |
| | | | | | | | | | | | | | | | |
| | Educational | | | | | | | | | | | | | | |
| | a. Private School | per year | | 8.81 | n/a | **8.81** | **$ 1,988** | New | % | $ 199 | 10% | 6 | $ - | $ 11,929 | $ 1,193 |
| | b. Public School | per year | | 8.39 | n/a | **8.39** | **$ 1,893** | New | % | $ - | 0% | 13 | $ - | $ 24,614 | $ - |
| | | | | | | | | | | | | | | | |
| | Residential Apartments | | | | | | | | | | | | | | |
| | a. Up to 4 units | per year | | 2.11 | n/a | **2.11** | **$ 476** | New | % | $ 476 | 100% | - | $ - | $ - | $ - |
| | b. 5 - 25 Units | per year | | 3.11 | n/a | **3.11** | **$ 702** | New | % | $ 702 | 100% | 7 | $ - | $ 4,913 | $ 4,913 |
| | c. 26+ Units | per year | | 4.11 | n/a | **4.11** | **$ 928** | New | % | $ 928 | 100% | 4 | $ - | $ 3,710 | $ 3,710 |
| | | | | | | | | | | | | | | | |
| | Annual Inspection Hotel/Motel | | | | | | | | | | | | | | |
| | a. 7-25 units | per year | | 2.48 | n/a | **2.48** | **$ 560** | New | % | $ 560 | 100% | 8 | $ - | $ 4,477 | $ 4,477 |
| | b. 26-100 units | per year | | 4.98 | n/a | **4.98** | **$ 1,124** | New | % | $ 1,124 | 100% | 9 | $ - | $ 10,115 | $ 10,115 |
| | c. 101 or more units | per year | | 6.98 | n/a | **6.98** | **$ 1,575** | New | % | $ 1,575 | 100% | 4 | $ - | $ 6,301 | $ 6,301 |
| | | | | | | | | | | | | | | | |
| | State Fire Marshal Regulated Occupancy - Health Care and Detention Facilities | | | | | | | | | | | | | | |
| | a. Juvenile hall | per year | | 2.00 | n/a | **2.00** | **$ 451** | New | % | $ 451 | 100% | 1 | $ - | $ 451 | $ 451 |
| | b. Other | per hour | | 1.00 | n/a | **1.00** | **$ 226** | New | % | $ 226 | 100% | 1 | $ - | $ 226 | $ 226 |
| | | | | | | | | | | | | | | | |
| 2 | Other Required Occupancy Inspection (B, M, etc.) | per year | | 2.00 | n/a | **2.00** | **$ 451** | New | % | $ 451 | 100% | - | $ - | $ - | $ - |
| | | | | | | | | | | | | | | | |

| Fee No. | Fee Description | Fee Type/ Unit | Notes | Activity Service Cost Analysis: County Prevention Staff $ 226 | Activity Service Cost Analysis: Prevention Contractor / Consultant n/a | Activity Service Cost Analysis: Total Estimated Average Labor Time Per Activity (Hours) | Activity Service Cost Analysis: Cost of Service Per Activity | Cost Recovery Analysis: Current Fee / Deposit | Cost Recovery Analysis: Existing Cost Recovery Percentage | Cost Recovery Analysis: Recomm-ended Fee | Cost Recovery Analysis: Recomm-ended Cost Recovery Percentage | Annual Estimated Revenue Analysis: Estimated Volume of Activity | Annual Estimated Revenue Analysis: Annual Estimated Revenues at Current Fee | Annual Estimated Revenue Analysis: Annual Estimated Revenues at Full Cost Recovery Fee | Annual Estimated Revenue Analysis: Annual Estimated Revenues at Recomm-ended Fee |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **C. DEVELOPMENT, PLAN REVIEW AND INSPECTION** | | | | | | | | | | | | | | | |
| 1 | Planning Application Review | per project | | 3.00 | n/a | **3.00** | **$ 677** | $ 100 | 15% | $ 677 | 100% | 10 | $ 1,000 | $ 6,770 | $ 6,770 |
| | *Applies to the following types of applications, as needed:*<br>*Administrative Use Permit*<br>*Commercial, Industrial, Manufacturing Plan*<br>*Conditional Use Permit*<br>*General Plan/Zoning Amendment*<br>*Land Division*<br>*Mining*<br>*Revised Map*<br>*Timber Exclusive*<br>*Time Extension*<br>*Use Permit*<br>*Development Agreement* | | | | | | | | | | | | | | |
| 2 | Building Plan Review / Fire Life Safety Review | | | | | | | | | | | | | | |
| | *Fee includes one initial plan review and one back check. Resubmittal fees may apply beyond one back check.* | | | | | | | | | | | | | | |
| | a. Processing Fee | per project | | 2.00 | n/a | **2.00** | **$ 451** | New | % | $ 451 | 100% | 20 | $ - | $ 9,027 | $ 9,027 |
| | b. Plan Check | per project | | n/a | Actual Cost; $300.00 Minimum | **n/a** | **Actual Cost; $300.00 Minimum** | New | % | Actual Cost; $300.00 Minimum | % | 20 | $ - | $ - | $ - |
| 3 | Review of Solar Permits | per project | | 2.00 | n/a | **2.00** | **$ 451** | New | % | $ 451 | 100% | - | $ - | $ - | $ - |
| 4 | Cell Tower/Antenna | | | | | | | | | | | | | | |
| | *Fee includes one initial plan review and one back check. Resubmittal fees may apply beyond one back check.* | | | | | | | | | | | | | | |
| | a. Processing Fee | per project | | 2.00 | n/a | **2.00** | **$ 451** | New | % | $ 451 | 100% | 5 | $ - | $ 2,257 | $ 2,257 |
| | b. Plan Check | per project | | n/a | Actual Cost; $300.00 Minimum | **n/a** | **Actual Cost; $300.00 Minimum** | New | % | Actual Cost; $300.00 Minimum | % | 5 | $ - | $ - | $ - |
| 5 | Building Final Inspection / Fire Life Safety Review | per project | | 1.50 | n/a | **1.50** | **$ 339** | New | % | $ 339 | 100% | - | $ - | $ - | $ - |
| | *Includes one on-site final inspection. Re-inspections fees for non-compliance may apply.* | | | | | | | | | | | | | | |
| 6 | Fire Alarm System - New Construction | | | | | | | | | | | | | | |
| | *Fee Includes one (2) plan reviews, one (1) rough inspection, functional test, battery alert, one (1) battery ring-out/final inspection* | | | | | | | | | | | | | | |
| | a. Processing Fee | per project | | 2.00 | n/a | **2.00** | **$ 451** | $ 446 | 99% | $ 451 | 100% | 5 | $ 2,231 | $ 2,257 | $ 2,257 |
| | b. Plan Review | per project | | n/a | $300.00 Minimum | **n/a** | **Actual Cost; $300.00 Minimum** | included above | % | Actual Cost; $300.00 Minimum | % | 5 | $ - | $ - | $ - |
| | c. Inspection | per project | | 1.50 | n/a | **1.50** | **$ 339** | | 0% | $ 339 | 100% | 5 | $ - | $ 1,693 | $ 1,693 |
| | d. Final Inspection | per project | | 1.50 | n/a | **1.50** | **$ 339** | | 0% | $ 339 | 100% | 5 | $ - | $ 1,693 | $ 1,693 |

| Fee No. | Fee Description | Fee Type/ Unit | Notes | Activity Service Cost Analysis: County Prevention Staff $ 226 | Activity Service Cost Analysis: Prevention Contractor / Consultant n/a | Activity Service Cost Analysis: Total Estimated Average Labor Time Per Activity (Hours) | Activity Service Cost Analysis: Cost of Service Per Activity | Cost Recovery Analysis: Current Fee / Deposit | Cost Recovery Analysis: Existing Cost Recovery Percentage | Cost Recovery Analysis: Recomm-ended Fee | Cost Recovery Analysis: Recomm-ended Cost Recovery Percentage | Annual Estimated Revenue Analysis: Estimated Volume of Activity | Annual Estimated Revenue Analysis: Annual Estimated Revenues at Current Fee | Annual Estimated Revenue Analysis: Annual Estimated Revenues at Full Cost Recovery Fee | Annual Estimated Revenue Analysis: Annual Estimated Revenues at Recomm-ended Fee |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 7 | Fire Alarm System - Other than New Construction (Modification, Tenant Improvement, etc.) | | | | | | | | | | | | | | |
| | *Fee Includes one (2) plan reviews, one (1) rough inspection, functional test, battery alert, one (1) battery ring-out/final inspection* | | | | | | | | | | | | | | |
| | a. Processing Fee | per project | | 2.00 | n/a | **2.00** | **$ 451** | New | % | $ 451 | 100% | - | $ - | $ - | $ - |
| | b. Plan Review | per project | | n/a | $300.00 Minimum | **n/a** | **Actual Cost; $300.00 Minimum** | New | % | Actual Cost; $300.00 Minimum | % | - | $ - | $ - | $ - |
| | c. Inspection | per project | | 1.50 | n/a | **1.50** | **$ 339** | New | % | $ 339 | 100% | - | $ - | $ - | $ - |
| | d. Final Inspection | per project | | 1.50 | n/a | **1.50** | **$ 339** | New | % | $ 339 | 100% | - | $ - | $ - | $ - |
| | | | | | | | | | | | | | | | |
| 8 | Underground System and Water Storage Tank (New Construction) | | | | | | | | | | | | | | |
| | *Fee Includes one (2) plan reviews, one (1) inspection of the trench/thrust block and laid pipe, hydro test/flush completed on same visit as trench, and one (1) final inspection* | | | | | | | | | | | | | | |
| | a. Processing Fee | per project | | 1.00 | n/a | **1.00** | **$ 226** | New | % | $ 226 | 100% | - | $ - | $ - | $ - |
| | b. Plan Review | per project | | n/a | $300.00 Minimum | **n/a** | **Actual Cost; $300.00 Minimum** | New | % | Actual Cost; $300.00 Minimum | % | - | $ - | $ - | $ - |
| | c. Inspection | per project | | 2.00 | n/a | **2.00** | **$ 451** | New | % | $ 451 | 100% | - | $ - | $ - | $ - |
| | d. Final Inspection | per project | | 2.00 | n/a | **2.00** | **$ 451** | New | % | $ 451 | 100% | - | $ - | $ - | $ - |
| | | | | | | | | | | | | | | | |
| 9 | Overhead Fire Sprinkler System - New System | | | | | | | | | | | | | | |
| | *Fee Includes one (2) plan reviews, one (1) weld inspection, pre-pipe, one(1) rough inspection, hydro test/flush, and one (1) final inspection* | | | | | | | | | | | | | | |
| | a. Processing Fee | | | 1.00 | n/a | **1.00** | **$ 226** | New | % | $ 226 | 100% | - | $ - | $ - | $ - |
| | b. Plan Review | | | n/a | $300.00 Minimum | **n/a** | **Actual Cost; $300.00 Minimum** | New | % | Actual Cost; $300.00 Minimum | % | - | $ - | $ - | $ - |
| | c. Inspection | | | 2.00 | n/a | **2.00** | **$ 451** | New | % | $ 451 | 100% | - | $ - | $ - | $ - |
| | d. Final Inspection | | | 2.00 | n/a | **2.00** | **$ 451** | New | % | $ 451 | 100% | - | $ - | $ - | $ - |
| | | | | | | | | | | | | | | | |
| 10 | Overhead Fire Sprinkler System - Tenant Improvement | | | | | | | | | | | | | | |
| | *Fee Includes one (2) plan reviews, one (1) weld inspection, pre-pipe, one(1) rough inspection, hydro test/flush, and one (1) final inspection* | | | | | | | | | | | | | | |
| | a. Processing Fee | per project | | 1.00 | n/a | **1.00** | **$ 226** | New | % | $ 226 | 100% | - | $ - | $ - | $ - |
| | b. Plan Review | per project | | n/a | $300.00 Minimum | **n/a** | **Actual Cost; $300.00 Minimum** | New | % | Actual Cost; $300.00 Minimum | % | - | $ - | $ - | $ - |
| | c. Inspection | per project | | 1.00 | n/a | **1.00** | **$ 226** | New | % | $ 226 | 100% | - | $ - | $ - | $ - |
| | d. Final Inspection | per project | | 1.00 | n/a | **1.00** | **$ 226** | New | % | $ 226 | 100% | - | $ - | $ - | $ - |
| | | | | | | | | | | | | | | | |

| | | | | Activity Service Cost Analysis | | | | Cost Recovery Analysis | | | | Annual Estimated Revenue Analysis | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Fee No. | Fee Description | Fee Type/ Unit | Notes | County Prevention Staff | Prevention Contractor / Consultant | Total Estimated Average Labor Time Per Activity (Hours) | Cost of Service Per Activity | Current Fee / Deposit | Existing Cost Recovery Percentage | Recomm-ended Fee | Recomm-ended Cost Recovery Percentage | Estimated Volume of Activity | Annual Estimated Revenues at Current Fee | Annual Estimated Revenues at Full Cost Recovery Fee | Annual Estimated Revenues at Recomm-ended Fee |
| | | | | $ 226 | n/a | | | | | | | | | | |
| 11 | Fire Pump | | | | | | | | | | | | | | |
| | *Fee Includes one (2) plan reviews, one (1) on-site acceptance test/final inspection* | | | | | | | | | | | | | | |
| | a. Processing Fee | per project | | 1.00 | n/a | 1.00 | $ 226 | New | % | $ 226 | 100% | - | $ - | $ - | $ - |
| | b. Plan Review | per project | | n/a | $300.00 Minimum | n/a | Actual Cost; $300.00 Minimum | New | % | Actual Cost; $300.00 Minimum | % | - | $ - | $ - | $ - |
| | c. Inspection | per project | | 3.00 | n/a | 3.00 | $ 677 | New | % | $ 677 | 100% | - | $ - | $ - | $ - |
| | d. Final Inspection | per project | | 3.00 | n/a | 3.00 | $ 677 | New | % | $ 677 | 100% | - | $ - | $ - | $ - |
| 12 | Residential Fire Sprinkler System | | | | | | | | | | | | | | |
| | *Fee Includes one (2) plan reviews, one (1) rough inspection, and one (1) final inspection* | | | | | | | | | | | | | | |
| | a. Processing Fee | per project | | 1.00 | n/a | 1.00 | $ 226 | New | % | $ 226 | 100% | - | $ - | $ - | $ - |
| | b. Plan Review | per project | | n/a | $300.00 Minimum | n/a | Actual Cost; $300.00 Minimum | New | % | Actual Cost; $300.00 Minimum | % | - | $ - | $ - | $ - |
| | c. Inspection | per project | | 1.00 | n/a | 1.00 | $ 226 | New | % | $ 226 | 100% | - | $ - | $ - | $ - |
| | d. Final Inspection | per project | | 1.00 | n/a | 1.00 | $ 226 | New | % | $ 226 | 100% | - | $ - | $ - | $ - |
| 13 | Inert Gas, Halon, Carbon Dioxide, Foam, or other Special System | | | | | | | | | | | | | | |
| | *Fee Includes one (2) plan reviews, one (1) inspection/final* | | | | | | | | | | | | | | |
| | a. Processing Fee | per project | | 1.00 | n/a | 1.00 | $ 226 | New | % | $ 226 | 100% | - | $ - | $ - | $ - |
| | b. Plan Review | per project | | n/a | $300.00 Minimum | n/a | Actual Cost; $300.00 Minimum | New | % | Actual Cost; $300.00 Minimum | % | - | $ - | $ - | $ - |
| | c. Inspection | per project | | 1.00 | n/a | 1.00 | $ 226 | New | % | $ 226 | 100% | - | $ - | $ - | $ - |
| | d. Final Inspection | per project | | 1.00 | n/a | 1.00 | $ 226 | New | % | $ 226 | 100% | - | $ - | $ - | $ - |
| 14 | Kitchen Hood System | | | | | | | | | | | | | | |
| | *Fee Includes one (2) plan reviews, one (1) inspection/final* | | | | | | | | | | | | | | |
| | a. Processing Fee | per project | | 1.00 | n/a | 1.00 | $ 226 | New | % | $ 226 | 100% | - | $ - | $ - | $ - |
| | b. Plan Review | per project | | n/a | $300.00 Minimum | n/a | Actual Cost; $300.00 Minimum | New | % | Actual Cost; $300.00 Minimum | % | - | $ - | $ - | $ - |
| | c. Inspection | per project | | 1.00 | n/a | 1.00 | $ 226 | New | % | $ 226 | 100% | - | $ - | $ - | $ - |
| | d. Final Inspection | per project | | 1.00 | n/a | 1.00 | $ 226 | New | % | $ 226 | 100% | - | $ - | $ - | $ - |
| 15 | Spray Booth | | | | | | | | | | | | | | |
| | *Fee Includes one (2) plan reviews, one (1) inspection/final* | | | | | | | | | | | | | | |
| | a. Processing Fee | per project | | 1.00 | n/a | 1.00 | $ 226 | New | % | $ 226 | 100% | - | $ - | $ - | $ - |
| | b. Plan Review | per project | | n/a | $300.00 Minimum | n/a | Actual Cost; $300.00 Minimum | New | % | Actual Cost; $300.00 Minimum | % | - | $ - | $ - | $ - |
| | c. Inspection | per project | | 1.00 | n/a | 1.00 | $ 226 | New | % | $ 226 | 100% | - | $ - | $ - | $ - |
| | d. Final Inspection | per project | | 1.00 | n/a | 1.00 | $ 226 | New | % | $ 226 | 100% | - | $ - | $ - | $ - |

| | | | | Activity Service Cost Analysis | | | | Cost Recovery Analysis | | | | Annual Estimated Revenue Analysis | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Fee No. | Fee Description | Fee Type/ Unit | Notes | County Prevention Staff | Prevention Contractor / Consultant | Total Estimated Average Labor Time Per Activity (Hours) | Cost of Service Per Activity | Current Fee / Deposit | Existing Cost Recovery Percentage | Recomm-ended Fee | Recomm-ended Cost Recovery Percentage | Estimated Volume of Activity | Annual Estimated Revenues at Current Fee | Annual Estimated Revenues at Full Cost Recovery Fee | Annual Estimated Revenues at Recomm-ended Fee |
| | | | | $ 226 | n/a | | | | | | | | | | |
| 16 | Above or Below Ground Storage Tanks | per permit | | 2.00 | n/a | **2.00** | **$ 451** | New | % | $ 451 | 100% | - | $ - | $ - | $ - |
| | *Fee Includes one (2) plan reviews, one (1) inspection/final* | | | | | | | | | | | | | | |
| **D. MISCELLANEOUS FEES FOR SERVICES** | | | | | | | | | | | | | | | |
| 1 | Vacation Rental Inspection | per permit | | 1.79 | n/a | **1.79** | **$ 404** | New | % | $ 404 | 100% | 80 | $ - | $ 32,316 | $ 32,316 |
| 2 | Special Event Application Review, Plan Review and Inspection | | | | | | | | | | | | | | |
| | a. Initial Application Review | per event | | 0.33 | n/a | **0.33** | **$ 74** | New | % | $ 74 | 100% | - | $ - | $ - | $ - |
| | b. Tents / Temporary Membrane Structure Inspections - less than 100 tents/structures | per event | | 1.00 | n/a | **1.00** | **$ 226** | New | % | $ 226 | 100% | - | $ - | $ - | $ - |
| | c. Tents / Temporary Membrane Structure Inspections - more than 100 tents/structures | per event | | 2.00 | n/a | **2.00** | **$ 451** | New | % | $ 451 | 100% | - | $ - | $ - | $ - |
| | d. Support provided during event | per hour | | 1.00 | n/a | **1.00** | **$ 226** | New | % | $ 226 | 100% | - | $ - | $ - | $ - |
| 3 | PRC 4290 Hazardous Exception Request or Business Inspection (Commercial) | per request | | 1.50 | n/a | **1.50** | **$ 339** | New | % | $ 339 | 100% | - | $ - | $ - | $ - |
| 4 | PRC 4291 Fuel Reduction Clearance | per request | | 1.50 | n/a | **1.50** | **$ 339** | New | % | $ 339 | 100% | - | $ - | $ - | $ - |
| 5 | Occupant Load Calculation | per request | | 1.00 | n/a | **1.00** | **$ 226** | New | % | $ 226 | 100% | - | $ - | $ - | $ - |
| 6 | Plan Check Resubmittal/Back Check | per submittal | | 1.00 | n/a | **1.00** | **$ 226** | New | % | $ 226 | 100% | - | $ - | $ - | $ - |
| 7 | Re-Inspection | per inspection | | 1.00 | n/a | **1.00** | **$ 226** | New | % | $ 226 | 100% | - | $ - | $ - | $ - |
| 8 | After Hours Plan Review/Inspection (Overtime) | per hour | | 1.00 | n/a | **1.00** | **$ 238** | New | % | $ 238 | 100% | - | $ - | $ - | $ - |
| 9 | Services otherwise not listed above | hourly/actual cost | | 1.00 | n/a | **1.00** | **$ 226** | New | % | $ 226 | 100% | - | $ - | $ - | $ - |
| **TOTAL** | | | | | | | | | | | | | **$ 3,231** | **$ 126,132** | **$ 90,782** |

***[Notes]***

# *APPENDIX B*

## *Fee Comparison*

| County of Mariposa Fire Department | | | | | | Comparison Agencies | | | |
|---|---|---|---|---|---|---|---|---|---|
| **Fee No.** | **Fee Name** | **Fee Unit / Type** | **Notes** | **Current Fee** | **Full Cost Recovery** | **Madera County** | **Merced County** | **Fresno County** | **Tuolumne County** |
| **FIRE INSPECTION SERVICES** | | | | | | | | | |
| **A. CALIFORNIA FIRE CODE PERMITS** | | | | | | | | | |
| 1 | California Fire Code Permits | | | | | | | | |
| | *Occupancies with more than two or more fire code permits will receive a full charge for the first permit, and additional permits at 1/4 of hourly rate.* | | | | | | | | |
| | First Permit | per permit | | New | $ 339 | *no comparison* | $170 - $340 | *no comparison* | *no comparison* |
| | Each Additional Permit | per permit | | New | $ 56 | | | | |
| | | | | | | | | | |
| **B. MANDATED AND/OR ANNUAL OCCUPANCY INSPECTIONS** | | | | | | | | | |
| | *Unless otherwise stated, fees for annual occupancy inspections include one site visit for routine regulatory inspection. Re-inspection fees may apply if findings related to non-compliance occur* | | | | | | | | |
| 1 | State Fire Marshal Regulated Occupancies | | | | | | | | |
| | Commercial Day Care Facility | | | | | | | | |
| | a. 7-50 persons | per year | | New | $ 226 | Community Care Licensing Inspection $50 | $ 50 | *no comparison* | 1-6 persons: $86.75<br>7-49 persons: $130<br>50-149 persons: $173<br>150 + persons: $347 |
| | b. 50+ persons | per year | | New | $ 451 | | | | |
| | | | | | | | | | |
| | Residential Care Facilities/Skilled Nursing Facilities Initial Fire Clearance | | | | | | | | |
| | a. 7-25 units | per request | | New | $ 226 | Community Care Licensing Inspection $50 | *no comparison* | *no comparison* | Residential Care Facility<br>1-6 beds: $86.75<br>7-25 beds: $173<br>26-100 beds: $302.50<br>101-300 beds: $433.75<br>301+ beds: $520.50<br><br>Skilled Nursing<br>7-25 beds: $173<br>26-100 beds: $302.50<br>101-300 beds: $433.75<br>301+ beds: $520.50<br>Hospital: $691.50 |
| | b. 26-100 units | per request | | New | $ 451 | | | | |
| | c. 101 or more units | per request | | New | $ 677 | | | | |
| | | | | | | | | | |
| | Educational | | | | | | | | |
| | a. Private School | per year | | New | $ 1,988 | *no comparison* | $50 or $100 | *no comparison* | 1-99 students: $130<br>100-199 students: $260.25<br>200+ students: $389 |
| | b. Public School | per year | | New | $ 1,893 | *no comparison* | | *no comparison* | *no comparison* |
| | | | | | | | | | |

| County of Mariposa Fire Department | | | | | | Comparison Agencies | | | |
|---|---|---|---|---|---|---|---|---|---|
| **Fee No.** | **Fee Name** | **Fee Unit / Type** | **Notes** | **Current Fee** | **Full Cost Recovery** | **Madera County** | **Merced County** | **Fresno County** | **Tuolumne County** |
| | Residential Apartments | | | | | | | | |
| | a. Up to 4 units | per year | | New | $ 476 | *no comparison* | Large: $509<br>Medium: $379<br>Small: $170 | Multi-family Dwelling Inspections: $224 | up to 4 units: $86.75<br>5-25 units: $173<br>26-100 units: $302.50<br>101-300 units: $433.75<br>301+ units: $520.50 |
| | b. 5 - 25 Units | per year | | New | $ 702 | | | | |
| | c. 26+ Units | per year | | New | $ 928 | | | | |
| | Annual Inspection Hotel/Motel | | | | | | | | |
| | a. 7-25 units | per year | | New | $ 560 | *no comparison* | *no comparison* | *no comparison* | 7-25 units: $260<br>26-100 units: $347<br>101-300 units: $433.75<br>301+ units: $520.50 |
| | b. 26-100 units | per year | | New | $ 1,124 | | | | |
| | c. 101 or more units | per year | | New | $ 1,575 | | | | |
| | State Fire Marshal Regulated Occupancy - Health Care and Detention Facilities | | | | | | | | |
| | a. Juvenile hall | per year | | New | $ 451 | *no comparison* | *no comparison* | *no comparison* | $ 260 |
| | b. Other | per hour | | New | $ 226 | | | | |
| 2 | Other Required Occupancy Inspection (B, M, etc.) | per year | | New | $ 451 | Business Inspection $139 | *no comparison* | *no comparison* | *no comparison* |
| **C. DEVELOPMENT, PLAN REVIEW AND INSPECTION** | | | | | | | | | |
| 1 | Planning Application Review | per project | | $ 100 | $ 677 | *no comparison* | *no comparison* | *no comparison* | *no comparison* |
| | *Applies to the following types of applications, as needed:*<br>*Administrative Use Permit*<br>*Commercial, Industrial, Manufacturing Plan*<br>*Conditional Use Permit*<br>*General Plan/Zoning Amendment*<br>*Land Division*<br>*Mining*<br>*Revised Map*<br>*Timber Exclusive*<br>*Time Extension*<br>*Use Permit*<br>*Development Agreement* | | | | | | | | |
| 2 | Building Plan Review / Fire Life Safety Review | | | | | | | | |
| | *Fee includes one initial plan review and one back check.*<br>*Resubmittal fees may apply beyond one back check.* | | | | | | | | |
| | a. Processing Fee | per project | | New | $ 451 | *no comparison* | $182 first hr./ variable | *no comparison* | *no comparison* |
| | b. Plan Check | per project | | New | Actual Cost; $300.00 Minimum | | | | |
| 3 | Review of Solar Permits | per project | | New | $ 451 | *no comparison* | *no comparison* | *no comparison* | $ 260 |
| 4 | Cell Tower/Antenna | | | | | | | | |
| | *Fee includes one initial plan review and one back check.*<br>*Resubmittal fees may apply beyond one back check.* | | | | | | | | |
| | a. Processing Fee | per project | | New | $ 451 | *no comparison* | *no comparison* | *no comparison* | *no comparison* |
| | b. Plan Check | per project | | New | Actual Cost; $300.00 Minimum | | | | |

| County of Mariposa Fire Department | | | | | | Comparison Agencies | | | |
|---|---|---|---|---|---|---|---|---|---|
| **Fee No.** | **Fee Name** | **Fee Unit / Type** | **Notes** | **Current Fee** | **Full Cost Recovery** | **Madera County** | **Merced County** | **Fresno County** | **Tuolumne County** |
| 5 | Building Final Inspection / Fire Life Safety Review | per project | | New | $ 339 | Inspection : $139<br>Inspection (additional): $139 | Life Safety: $100 | Facilities,<br>New Business, License Inspection, Life safety: $92 | $ 260 |
| | *Includes one on-site final inspection. Re-inspections fees for non-compliance may apply.* | | | | | | | | |
| 6 | Fire Alarm System - New Construction | | | | | | | | |
| | *Fee Includes one (2) plan reviews, one (1) rough inspection, functional test, battery alert, one (1) battery ring-out/final inspection* | | | | | | | | |
| | a. Processing Fee | per project | | | $ 451 | | | | |
| | b. Plan Review | per project | | $ 446 | Actual Cost; $300.00 Minimum | $ 412 | $ 509 | $ 724 | $ 521 |
| | c. Inspection | per project | | | $ 339 | | | | |
| | d. Final Inspection | per project | | | $ 339 | | | | |
| 7 | Fire Alarm System - Other than New Construction (Modification, Tenant Improvement, etc.) | | | | | | | | |
| | *Fee Includes one (2) plan reviews, one (1) rough inspection, functional test, battery alert, one (1) battery ring-out/final inspection* | | | | | | | | |
| | a. Processing Fee | per project | | New | $ 451 | | | | |
| | b. Plan Review | per project | | New | Actual Cost; $300.00 Minimum | $ 412 | *no comparison* | $ 257 | $ 521 |
| | c. Inspection | per project | | New | $ 339 | | | | |
| | d. Final Inspection | per project | | New | $ 339 | | | | |
| 8 | Underground System and Water Storage Tank (New Construction) | per project | | New | $ - | | | | |
| | *Fee Includes one (2) plan reviews, one (1) inspection of the trench/thrust block and laid pipe, hydro test/flush completed on same visit as trench, and one (1) final inspection* | | | | | | | | |
| | a. Processing Fee | per project | | New | $ 226 | Underground Fire Main Permit: (2 hour Hydrostatic Test and Flush): $412 | Plan Review/ Inspection of Underground tanks: $191 | $ 811 | *no comparison* |
| | b. Plan Review | per project | | New | Actual Cost; $300.00 Minimum | | Review/ Inspection of Water Storage Tank: $181 first hr./variable | | |
| | c. Inspection | per project | | New | $ 451 | | | | |
| | d. Final Inspection | per project | | New | $ 451 | | | | |

| County of Mariposa Fire Department | | | | | | Comparison Agencies | | | |
|---|---|---|---|---|---|---|---|---|---|
| **Fee No.** | **Fee Name** | **Fee Unit / Type** | **Notes** | **Current Fee** | **Full Cost Recovery** | **Madera County** | **Merced County** | **Fresno County** | **Tuolumne County** |
| 9 | Overhead Fire Sprinkler System - New System | | | | | | | | |
| | *Fee Includes one (2) plan reviews, one (1) weld inspection, pre-pipe, one(1) rough inspection, hydro test/flush, and one (1) final inspection* | | | | | | | | |
| | a. Processing Fee | | | New | $ 226 | Non-Res: (52k per sq.ft. per riser): $674 | Commercial Fire Sprinkler: $679 first 5hrs / variable | 20 or fewer heads: $991<br>21 - 100 heads: $1,035<br>101-300 heads: $1079<br>addt'l heads > 300: $2.06 ea. | $ 1,114 |
| | b. Plan Review | | | New | Actual Cost; $300.00 Minimum | | | | |
| | c. Inspection | | | New | $ 451 | | | | |
| | d. Final Inspection | | | New | $ 451 | | | | |
| | | | | | | | | | |
| 10 | Overhead Fire Sprinkler System - Tenant Improvement | | | | | | | | |
| | *Fee Includes one (2) plan reviews, one (1) weld inspection, pre-pipe, one(1) rough inspection, hydro test/flush, and one (1) final inspection* | | | | | | | | |
| | a. Processing Fee | per project | | New | $ 226 | $ 331 | *no comparison* | $ 782 | $ 1,114 |
| | b. Plan Review | per project | | New | Actual Cost; $300.00 Minimum | | | | |
| | c. Inspection | per project | | New | $ 226 | | | | |
| | d. Final Inspection | per project | | New | $ 226 | | | | |
| | | | | | | | | | |
| 11 | Fire Pump | | | | | | | | |
| | *Fee Includes one (2) plan reviews, one (1) on-site acceptance test/final inspection* | | | | | | | | |
| | a. Processing Fee | per project | | New | $ 226 | $ 551 | *no comparison* | $ 449 | $ 521 |
| | b. Plan Review | per project | | New | Actual Cost; $300.00 Minimum | | | | |
| | c. Inspection | per project | | New | $ 677 | | | | |
| | d. Final Inspection | per project | | New | $ 677 | | | | |
| | | | | | | | | | |
| 12 | Residential Fire Sprinkler System | | | | | | | | |
| | *Fee Includes one (2) plan reviews, one (1) rough inspection, and one (1) final inspection* | | | | | | | | |
| | a. Processing Fee | per project | | New | $ 226 | $ 371 | *no comparison* | $ 663 | *no comparison* |
| | b. Plan Review | per project | | New | Actual Cost; $300.00 Minimum | | | | |
| | c. Inspection | per project | | New | $ 226 | | | | |
| | d. Final Inspection | per project | | New | $ 226 | | | | |
| | | | | | | | | | |

| County of Mariposa Fire Department | | | | | | Comparison Agencies | | | |
|---|---|---|---|---|---|---|---|---|---|
| **Fee No.** | **Fee Name** | **Fee Unit / Type** | **Notes** | **Current Fee** | **Full Cost Recovery** | **Madera County** | **Merced County** | **Fresno County** | **Tuolumne County** |
| 13 | Inert Gas, Halon, Carbon Dioxide, Foam, or other Special System | | | | | | | | |
| | *Fee Includes one (2) plan reviews, one (1) inspection/final* | | | | | | | | |
| | a. Processing Fee | per project | | New | $ 226 | | | | |
| | b. Plan Review | per project | | New | Actual Cost; $300.00 Minimum | *no comparison* | *no comparison* | $ 483 | $ 607 |
| | c. Inspection | per project | | New | $ 226 | | | | |
| | d. Final Inspection | per project | | New | $ 226 | | | | |
| | | | | | | | | | |
| 14 | Kitchen Hood System | | | | | | | | |
| | *Fee Includes one (2) plan reviews, one (1) inspection/final* | | | | | | | | |
| | a. Processing Fee | per project | | New | $ 226 | | | | |
| | b. Plan Review | per project | | New | Actual Cost; $300.00 Minimum | $ 371 | $ 382 | $ 483 | $ 607 |
| | c. Inspection | per project | | New | $ 226 | | | | |
| | d. Final Inspection | per project | | New | $ 226 | | | | |
| | | | | | | | | | |
| 15 | Spray Booth | | | | | | | | |
| | *Fee Includes one (2) plan reviews, one (1) inspection/final* | | | | | | | | |
| | a. Processing Fee | per project | | New | $ 226 | | | | |
| | b. Plan Review | per project | | New | Actual Cost; $300.00 Minimum | *no comparison* | *no comparison* | $ 439 | *no comparison* |
| | c. Inspection | per project | | New | $ 226 | | | | |
| | d. Final Inspection | per project | | New | $ 226 | | | | |
| | | | | | | | | | |
| 16 | Above or Below Ground Storage Tanks | per permit | | New | $ 451 | *no comparison* | Above ground Liquid Bulk Tanks: $382 Underground Tanks: $191 | $ 439 | *no comparison* |
| | *Fee Includes one (2) plan reviews, one (1) inspection/final* | | | | | | | | |
| | | | | | | | | | |
| **D. MISCELLANEOUS FEES FOR SERVICES** | | | | | | | | | |
| | | | | | | | | | |
| 1 | Vacation Rental Inspection | per permit | | New | $ 404 | *no comparison* | *no comparison* | *no comparison* | $ 87 |
| | | | | | | | | | |
| 2 | Special Event Application Review, Plan Review and Inspection | | | | | | | | |
| | a. Initial Application Review | per event | | New | $ 74 | | | | Carnivals, Fairs, Special Events: $347<br>Temporary Membrane Structures<br>400-1,499 sq ft.: $347<br>1,500-2,999 sq.ft.: $433.75<br>3,000-5,999 sq.ft.: $520<br>6,000 + sq.ft.: $607.25 |
| | b. Tents / Temporary Membrane Structure Inspections - less than 100 tents/structures | per event | | New | $ 226 | *no comparison* | *no comparison* | *no comparison* | |
| | c. Tents / Temporary Membrane Structure Inspections - more than 100 tents/structures | per event | | New | $ 451 | | | | |
| | d. Support provided during event | per hour | | New | $ 226 | | | | |
| | | | | | | | | | |

**County of Mariposa Fire Department**
**Fire Prevention Division - User Fee Study FY 22**
**Fee Comparison**

***APPENDIX B***

| County of Mariposa Fire Department | | | | | | Comparison Agencies | | | |
|---|---|---|---|---|---|---|---|---|---|
| **Fee No.** | **Fee Name** | **Fee Unit / Type** | **Notes** | **Current Fee** | **Full Cost Recovery** | **Madera County** | **Merced County** | **Fresno County** | **Tuolumne County** |
| 3 | PRC 4290 Hazardous Exception Request or Business Inspection (Commercial) | per request | | New | $ 339 | $ 135 | *no comparison* | *no comparison* | *no comparison* |
| 4 | PRC 4291 Fuel Reduction Clearance | per request | | New | $ 339 | *no comparison* | *no comparison* | *no comparison* | |
| 5 | Occupant Load Calculation | per request | | New | $ 226 | *no comparison* | *no comparison* | $ 219 | *no comparison* |
| 6 | Plan Check Resubmittal/Back Check | per submittal | | New | $ 226 | *no comparison* | *no comparison* | $ 126 | *no comparison* |
| 7 | Re-Inspection | per inspection | | New | $ 226 | $ 139 | *no comparison* | $ 224 | $339.50 + 86.75/hr. |
| 8 | After Hours Plan Review/Inspection (Overtime) | per hour | | New | $ 238 | *no comparison* | $ 127 | *no comparison* | *no comparison* |
| 9 | Services otherwise not listed above | hourly/actual cost | | New | $ 226 | *no comparison* | *no comparison* | *no comparison* | *no comparison* |

# Mariposa County

## Administrative Policies and Procedures Manual

| | |
|---|---|
| **TITLE:** User Fee Cost Recovery Policy | **DEPARTMENT**: County Administrative Office |
| **TYPE:** Policy | **DATE:** 8/30/18 |

**A. ONGOING REVIEW**

1. Fees will be reviewed and updated on an ongoing basis to ensure that they keep pace with changes in the cost-of-living as well as changes in methods or levels of service delivery and associated costs.
2. In implementing this goal, a comprehensive analysis of County service delivery costs and fees should be made at least every five years. In the interim, fees will be adjusted annually by a percentage equal to the change in the Consumer Price Index. Fees may be adjusted during this interim period based on supplemental analysis whenever there have been significant changes in the method, level or cost of service delivery.

**B. USER FEE COST RECOVERY LEVELS**

In setting user fees and cost recovery levels, the following factors shall be considered:

1. **Community-Wide Versus Special Benefit.** The level of user fee cost recovery should consider the community-wide versus special service nature of the program or activity. The use of general-purpose revenues to reduce cost recovery levels may be deemed appropriate for community-wide services, while high cost recovery user fees are appropriate for services that are of special benefit to easily identified individuals or groups.
2. **Effect of Pricing on the Demand for Services.** The level of cost recovery and related pricing of services can affect the demand and subsequent level of services provided. At full cost recovery, this has the specific advantage of ensuring that the County is providing services for which there is genuinely a market that is not overly-stimulated by artificially low costs. Conversely, high levels of cost recovery may negatively impact the delivery of services to lower income groups. This negative feature is especially pronounced, and works against the public welfare, if the services are specifically targeted to low income groups.
3. **Feasibility of Collection and Recovery.** Although it may be determined that a high level of cost recovery may be appropriate for specific services, it may be impractical or too costly to establish a system to identify costs and charge the user. Accordingly, the feasibility of assessing and collecting charges should also be considered in developing user fees, especially if significant program costs are intended to be financed from that source.

**C. FACTORS FAVORING LOW COST RECOVERY LEVELS**

Low cost recovery levels may be deemed appropriate under the following circumstances:

1. There is no intended relationship between the amount paid and the benefit received. Almost all "social service" programs fall into this category as it is expected that one group will subsidize another.
2. Collecting fees is not cost-effective or will significantly impact the efficient delivery of the service.
3. There is no intent to limit the use of (or entitlement to) the service. Again, most "social service" programs fit into this category as well as many public safety (police and fire) emergency response services. Historically, access to neighborhood and community parks would also fit into this category.
4. The service is non-recurring, generally delivered on a "peak demand" or emergency basis, cannot reasonably be planned for on an individual basis, and is not readily available from a private sector source. Many public safety services also fall into this category.
5. Collecting fees would discourage compliance with regulatory requirements and adherence is primarily self-identified, and as such, failure to comply would not be readily detected by the County. Many small-scale licenses and permits might fall into this category.

**D. FACTORS FAVORING HIGH COST RECOVERY LEVELS**

The use of service charges as a major source of funding service levels is especially appropriate under the following

circumstances:

1. For equity or demand management purposes, it is intended that there be a direct relationship between the amount paid and the level and cost of the service requested.
2. The use of the service is specifically discouraged. Police responses to disturbances or false alarms may fall into this category.
3. The service is regulatory in nature and voluntary compliance is not expected to be the primary method of detecting failure to meet regulatory requirements. Building permit, plan checks, and subdivision review fees for large projects would fall into this category.

**E. COST RECOVERY LEVELS**

Based on the criteria listed in this document, the following types of services should have cost recovery goals outlined below.

| SERVICE | COST RECOVERY LEVEL |
|---|---|
| Maintaining and developing public facilities that are provided on a uniform, community-wide basis such as streets, parks and general-purpose buildings | No |
| Providing social service programs and economic development activities | Low |
| Recreation activities directed to adults | Med |
| Recreation activities directed to youth and seniors | Low |
| Facility rentals (e.g. rooms, pools, gymnasiums, ball fields, special-use areas, etc.) | Med / High |
| Special events | Med / High |
| Planning (planned development permits, tentative tract and parcel maps, re-zonings, general plan amendments, variances, use permits) | 100% |
| Building and safety (building permits, structural plan checks, inspections) | 100% |
| Engineering (public improvement plan checks, inspections, subdivision requirements, encroachments) | 100% |
| Fire plan check | 100% |
| Environmental Health | 100% |

**F. GENERAL CONCEPTS REGARDING THE USE OF SERVICE CHARGES**

The following general concepts will be used in developing and implementing service charges:

1. Revenues should not exceed the reasonable cost of providing the service.
2. Cost recovery goals should be based on the total cost of delivering the service, including direct and indirect costs including departmental administration costs and organization-wide support costs such as accounting, personnel, information technology, legal services, fleet maintenance and insurance.
3. The method of assessing and collecting fees should be as simple as possible in order to reduce the

| **TITLE:** User Fee Cost Recovery Policy | **DEPARTMENT**: County Administrative Office |
|---|---|
| **TYPE:** Policy | **DATE:** 8/30/18 |

administrative cost of collection.

4. Rate structures should be sensitive to the "market" for similar services as well as to smaller, infrequent users of the service.
5. A unified approach should be used in determining cost recovery levels for various programs based on the factors discussed above.

County comarrision by population (2023 Censis data) and number of fire departments in comarission to Mariposa county

| *County* | *population* | *number of fire departments* | *fee schedule* |
|---|---|---|---|
| | | | |
| Alpine County | 1213 | 7 - mix paid and volunteer | Yes - Alpine Fire District |
| | | | |
| Mono County | 12,892 | 21 - mixed vol and districts | Community Development fees |
| | | | No specific Fire Fees |
| Mariposa County | 16,795 | 1 - County Volunteer Fire Department | No fire fee schedule |
| | | | |
| Trinity County | 16,811 | 8 - mix district and volunteer | No specific Fire Fee other than |
| | | | Weaverville with 1 paid Chief/ |
| | | | Fire Marshal |
| Inyo County | 19,157 | 20 -mix district and volunteer | Only environment fee schedule |
| | | | Fire fee for Bishop Fire only |
| | | | |
| | | | |
| Plumas County | 19,724 | 21 - mix district and volunteer | No Fire fee schedule |
| | | | PW site development fees |
| | | | |
| Colusa County | 21,965 | 11 - mix district and volunteer | No Fire fee schedule found |
| | | | PW site development fees |
| | | | |
| Del Norte County | 27,482 | 12 - District FD | Each has own fee schedule |
| | | | states "see Fire Chief" |
| | | | |

**** not able to compare fee schedule results due to variety of service departments and service level. Mariposa County is only County with one Fire Department providing service.****

**Alpine Fire Protection District**
**Resolution #21/22-14**
**Page 3 of 4**
**January 18, 2022**

## EXHIBIT A - Residential Cost Recovery Schedule

| Miscellaneous (Special Permit, Operational) | Rate |
|---|---|
| Carnivals and Fairs – Inspection (Non-profit organization = no fee) | $81.00 |
| Christmas Tree Lot – Inspection | $81.00 |
| Fire Protection Plan (shall be charged hourly) Short or Long Form | $81.00 |
| Pyrotechnical Special Effects (*billed hourly, 2 hr. minimum) – includes inspection | $162.00 |
| Special Events and Fire Watch (*shall be charged hourly per firefighter, 2 hr. minimum) | $724.00 |
| Tents, canopies, special events and temporary membrane includes inspection | $81.00 |
| **Plan Review** | **Rate** |
| Administrative Letters (AB 38, DSI, CWMS) | $81.00 |
| False Alarms (charged per hour after 3 false alarms with a 12-month period, 1 hr. minimum) | $363.00 |
| Grading Plan, Residential Solar Installation | $81.00 |
| Mobile Home Park (includes conditions letter and 2 meetings) site inspection, final inspection, map update | $648.00 |
| Plan Revisions & Stamp Transfers (*shall be charged hourly) | $81.00 |
| Residential Care Facilities (includes inspection) (850 inspections) | $243.00 |
| Service Availability Letter (includes map review and conditions letter) (PSA399F) | $162.00 |
| Subdivision Revisions (*shall be charged hourly) | $81.00 |
| TM-Large Subdivision (includes improvement plan review up to 8 hrs., site visit, mapping)(>8 hrs. charged hourly) | $648.00 |
| TPM-Small Subdivision (includes review of improvement plan and site visit , map update) | $648.00 |
| Underground Utilities (includes 1 inspection, hydro and flush) | $324.00 |
| Zoning Variance or Plot Plan – Residential | $324.00 |
| **Plan Check – Residential (Includes SFD, ADU, MHP, ACC Buildings)** | **Rate** |
| 0 – 1500 sq. ft. (includes emergency response map update, site inspection, final inspection) | $324.00 |
| 1501 – 3000 sq. ft. (includes emergency response map update, site inspection, final inspection) | $405.00 |
| 3001 – 4500 sq. ft. (includes emergency response map update, site inspection, final inspection) | $446.00 |
| 4501 sq. ft. and up (plus $.05 per sq. ft. in excess of 4500)(includes map update, site and final inspection) | $466.00 |
| **Fire Protection Systems (Includes Fire Alarm, Sprinkler, AES)** | **Rate** |
| Fire Alarm (includes rough and final inspection and upgrades) | $324.00 |
| Plan re-submittals (*shall be charged hourly) | $81.00 |
| Residential Sprinkler System (includes hydro and final inspection) | $243.00 |
| Tenant Improvement Sprinkler Plan Review – 25 heads or less (includes inspection) | $162.00 |
| Tenant Improvement Sprinkler Plan Review – 26 heads or more (includes inspection) | $243.00 |
| Re-inspection (charged when project fails inspection) | $81.00 |
| **Administrative** | **Rate** |
| Document Reproduction: Fire Reports, Inspection Records, Medical Records, etc. ($20.00 for first 10 pages, plus $1.00 per additional page) | |
| Certified Document Reproduction ($30.00 for the first 10 pages, plus $1.00 per additional page) | |
| Photographs ($10.00 first photo, $1.00 for each additional photo per order) | |
| Returned Check Fee | $25.00 |
| Administrative Late Fee (after 3rd billing or 90 days) | $25.00 |
| Interest Rate (accounts ninety (90) days past due shall be assessed at 1.5% monthly) | |

*All invoices shall include a 25% administrative charge to cover the cost of, but not limited to: utilities, phone/fax, computers, software, vehicles and District Administration.*

Mono

# COUNTY FEES ADOPTED FOR USE IN 2014-15

| Department | Name of Fee | | Adopted Fee 2014-15 |
|---|---|---|---|
| Campground Enterprise | Campground Site Fees | | $16/Night |
| Cemetery Enterprise | Mt. Morrison: Plot Fees/per plot | | $ 456.00 |
| Community Development | Building Inspector - Hourly Rate | | $99/hour |
| Community Development | Code Compliance | | $99/hour |
| Community Development | Appeal (Initial Dep/$99 per hour) | | $ 495.00 |
| Community Development | Building Permit Plan Check (large) | | $ 250.00 |
| Community Development | Building Permit Plan Check (small) | | $ 99.00 |
| Community Development | Categorical Exemption | | $ 99.00 |
| Community Development | Certificate of Compliance | | $ 495.00 |
| Community Development | Commission Interpretation | | $ 495.00 |
| Community Development | Design Review (discretionary permit) | | $ 495.00 |
| Community Development | Development Activity Hourly Rate | | $99/hour |
| Community Development | Development Application Submittal Review | | $ 495.00 |
| Community Development | Director Review | | $ 495.00 |
| Community Development | Environmental Impact Report | (Initial Dep/$99 per hour) | $ 495.00 |
| Community Development | Environmental Impact Report | | $ 2,995.25 |
| Community Development | General Plan Amendment | | $ 495.00 |
| Community Development | Groundwater Transfer/Extraction | | $ 495.00 |
| Community Development | Home Occupation, expanded | | $ 495.00 |
| Community Development | Hydrological Studies | | $ 495.00 |
| Community Development | Lot Line Adjustment | | $ 495.00 |
| Community Development | Lot Merger | | $ 495.00 |
| Community Development | Map Extension | | $ 495.00 |
| Community Development | Mining Operations Permit | | $ 495.00 |
| Community Development | Negative Declaration | | $ 495.00 |
| Community Development | Negative Declaration | | $ 2,156.25 |
| Community Development | Parcel Map: Modification | | $ 495.00 |
| Community Development | Parcel Map: Tentative | | $ 495.00 |
| Community Development | Prior Environmental (15183**) | | $ 495.00 |
| Community Development | Reclamation Plan | | $ 495.00 |
| Community Development | Specific Plan | | $ 495.00 |
| Community Development | Time Shares | | $ 495.00 |
| Community Development | Tract Map: Modification | | $ 495.00 |
| Community Development | Tract Map: Tentative | | $ 495.00 |
| Community Development | Use Permit | | $ 495.00 |
| Community Development | Use Permit Modification | | $ 495.00 |
| Community Development | Variance | | $ 495.00 |
| Community Development | Benton 1 - 36 Christy Lane | | $ 750.00 |
| Community Development | Benton 2 - 40 Christy Lane | | $ 750.00 |
| Community Development | Birch Creek Condo | | $ 850.00 |
| Community Development | Attached Garages | | $33.60/Sq. Ft. |
| Community Development | BSC Fee | | % of Total Fee |
| Community Development | Building Permit - OTC | | $130/Sq. Ft. |
| Community Development | Building Shape A | | $129.79/Sq. Ft. |
| Community Development | Building Shape A (+7,000 ft elevation) | | $183.44/Sq. Ft. |
| Community Development | Building Shape B | | $132.73/Sq. Ft. |
| Community Development | Building Shape B (+7,000 ft elevation) | | $188.58/Sq. Ft. |
| Community Development | Building Shape C | | $135.54/Sq. Ft. |
| Community Development | Building Shape C (+7,000 ft elevation) | | $193.19/Sq. Ft. |
| Community Development | Building Shape C (+7,000 ft elevation) | | $198.38/Sq. Ft. |
| Community Development | Building Shape D | | $138.73/Sq. Ft. |
| Community Development | Covered Decks | | $22.80/Sq. Ft. |
| Community Development | Detached Garages | | $33.60/Sq. Ft. |

# TRINITY COUNTY

**Shanna S. White**
County Clerk/Recorder/Assessor
**Julie K. Barcellona**
Deputy County Clerk/Recorder/Assessor

## Fee Schedule Effective January 1, 2023

### BASIC RECORDING FEES

A Coversheet is required if blank space in upper right-hand corner measuring 5" x 2½" is not provided for Recording Stamp

| | |
|---|---|
| **FIRST PAGE** (Each Title) | **$13.00** |
| **EACH ADDITIONAL PAGE** | **$3.00** |
| **Documentary Transfer Tax:** Per each $500 | **$0.55** |
| **SB 2 Housing Fee, Per Title** | **$75.00** |
| *Maximum $225.00 per transaction* | |
| **Exceptions:** | |
| **Lien Release State/County** | **$94.00** |
| **Financing Statement - UCC** | |
| 1 to 2 pages | **$86.00** |
| 3 or more pages | **$96.00** |
| **Mining Claim Documents** | |
| First Page | **$88.00** |
| Each Additional Page | **$3.00** |
| Each Additional Claim | **$1.00** |
| **Military DD214 Certified Copy of Discharge** | **No Fee** |

### PENALTIES

| | |
|---|---|
| **Size Penalty, per page** | **$3.00** |
| For any page **NOT** exactly 8 ½" x 11" in size, **ALL** pages of document are charged the penalty. | |
| **Print Penalty, per page** (ALL pages) | **$1.00** |
| Text is more than 9 lines per vertical inch or more than 22 characters per horizontal inch | |
| **Additional Indexing of Names** | **$1.00** |
| Each additional group of 10 names or a portion thereof after initial group of 10 names. | |
| **Preliminary Change of Ownership NOT filed** | **$20.00** |

### ADDITIONAL RECORDING FEES

| | |
|---|---|
| Certification Fee (Per Document in addition to copy fee) | **$2.00** |
| Confirmation of Recording | **$5.00** |
| Conformed Copies at time of Recording – per page | **$0.50** |
| Notification Fee Per Debtor | **$5.00** |

### FILING FEES

| | |
|---|---|
| **Notary Oath Fee** | **$8.00** |
| **Preliminary 20 Day Notice** | **$40.00** |
| **Fictitious Business Filings** | **$12.00** |
| Each Additional Registrant | **$2.00** |
| Each Additional Business Name | **$2.00** |
| **Environmental Impact Report (EIR)** | **$3,839.25** |
| **Mitigated/Negative Declaration (MND)(ND)** | **$2,764.00** |
| **Certified Regulatory Program (CRP) Document** | **$1,305.25** |
| **CEQA Administrative Filing Fee** | **$50.00** |

### VITAL RECORDS

| | |
|---|---|
| **Births** | |
| Certified Copy of Birth Certificate | **$29.00** |
| Search & Certificate of No Record Found | **$29.00** |
| **Marriages** | |
| Marriage License, Public<br>***Cash or Check required for Licenses* | **$49.00** |
| Marriage License, Confidential<br>***Cash or Check required for Licenses* | **$54.00** |
| Certified Copy of Marriage Certificate | **$17.00** |
| Search & Certificate of No Record Found | **$17.00** |
| Deputy Marriage Commissioner for One Day | **$35.00** |
| Marriage Ceremony **(appointment required)** | **$50.00** |
| **Death** | |
| Certified Copy of Death Certificate | **$24.00** |
| Search & Certificate of No Record Found | **$24.00** |
| Burial Permit | **$12.00** |

### RECORDED DOCUMENT COPY FEES

| | |
|---|---|
| **Official Records** 8 ½" x 11" – per page | **$1.25** |
| **Official Records** 11" x 17" – per page | **$2.50** |
| **Survey & Parcel Maps** per page | **$2.50** |
| **Military DD214** Certified Copy of Discharge – No fee to Veteran | |

### MISCELLANEOUS FEES

| | |
|---|---|
| **Copies** (other than recorded documents) | |
| 8 ½" x 11" | **$0.50** |
| 11" x 17" | **$1.00** |
| Wide Format (18" or 24") | **$5.00** |
| **Voter Registration File** | **$50.00** |
| **Voter Registration File** with Voter History | **$80.00** |
| **Labels** (30) per page | **$1.00** |

*Updated 3/20/2023*
*I:\Recorder Desk\Fees\2023-01-01 Fees*

**Assessor** P.O. Box 1255, Weaverville, CA 96093 Phone (530) 623-1257 Fax (530) 623-8398 Email assessor@trinitycounty.org
**Elections** P. O. Box 1215, Weaverville, CA 96093 Phone (530) 623-1220 Fax (530) 623-8398 Email elections@trinitycounty.org
**Clerk/Recorder** P. O. Box 1215, Weaverville, CA 96093 Phone (530) 623-1215 Fax (530) 623-8398 Email recorder@trinitycounty.org

# WEAVERVILLE FIRE DISTRICT

Fire Chief/Fire Marshal's Office
P.O. Box 447
Weaverville, CA 96093
(530) 623-6156
e-mail: chief@wfdca.org

**INSPECTION FEES:** (Including but not limited to) Plan Reviews, Request for Comments, Inspections $40.00 per hour minimum of 1 hour. Inspections that take place not during normal business hours or on weekends or holidays $80.00 per hour minimum of 1 hour.

$40.00 due at deposit at the time of submitting plans for inspection/review. If plans take additional time over 1 hour, payment must be made before the plans are submitted back to the Planning Department.

Paid: ____ Check #: ____ Cash: ____ Receipt #: ____ by: _____

**(Please check all that apply)**

- o New Construction
- o Building Addition
- o Carport
- o Commercial Remodel
- o Single Family Residence
- o Multi Family Dwelling
- o Modular Building

Building Permit Number: _____
Parcel Number: _____
Project Description: _____
_____
Physical Address: _____
Parcel Size in Acres: _____
Setbacks of Building: _____
**(If one acre or larger)**

Name: _____
Mailing Address: _____ Town: _____ Zip: ___
Contact Number: _____

I understand that it is my responsibility to contact the Weaverville Fire Protection District for an inspection so that I can comply with the Fire Safe Ordinance, and that the best time to do this is early in my project to avoid unnecessary delays and misunderstandings.

Signature: _____ Date: _____

## FIRE PROTECTION DRIVEWAY OR ROADS, DEFENSIBLE SPACE AND ADDRESSING REQUIRMENTS

### INTRODUCTION

The Weaverville Fire Protection District has adopted the 2007 California Fire Code. The Trinity County Board of Supervisors adopted the statewide Regulations and approved Ordinance 1162, commonly known as the Trinity County Fire Safe Standards. These Standards became effective January 1, 1992 and are designed to minimize the loss of

Inyo County - City of Bishop

| No. | Title/Description | Fees/Charges |
|---|---|---|
| PS-14 | Public Safety Development Impact Fees | -0- |
| PS-15 | Criminal History Check<br>Pursuant to California Family Code 6306 | $10.00 |
| PS-16 | Witness Fees-Civil Proceedings<br>Pursuant to California Government Code 68097 | $275.00 or actual costs, whichever is greater. |
| PS-17 | Long Term Parking Permits – for six (6) month periods | $200 - Up to 20 feet long<br>$250 - 20 to 40 feet long<br>$300 – Over 40 feet long |
| PS-18 | Fire Training Facility Use Fee*<br><br>*The Fire Training Facility is a shared venture between the City of Bishop and the Bishop Rural Fire Protection District. Any cost benefit seen from city implemented fees will be divided equally between the two entities. The City of Bishop, Bishop Rural Fire Protection District, and our local government fire and emergency service agency partners are exempt from the Fire Training Facility Use Fee charges. | $50.00 for up to 4 hours per day<br>$100.00 for over 4 hours per day |

**Fire Code Construction Plan Review Fees**

| No. | Title/Description | | Fees/Charges |
|---|---|---|---|
| PS-19 | Residential Fire Sprinkler Review | | $150.00 |
| PS-20 | Commercial Fire Sprinkler Review | <5000 Sq.ft | $425.00 |
| | | >5000 Sq.ft | $725.00 |
| PS-21 | Fire Alarm/ Fire Detection Systems Review | | $425.00 |
| PS-22 | Subdivision Review | | $625.00 |
| PS-23 | Kitchen Hood and Duct and Clean Agent | | $275.00 |
| PS-24 | Photovoltaic Systems (Commercial) | | $425.00 |
| PS-25 | Photovoltaic Systems (Residential) | | $150.00 |
| PS-26 | Unlisted Plan Review (Per Hour) | | $150.00 |

**Response and Operational Fees**

| No. | Title/Description | Fees/Charges |
|---|---|---|
| PS-27 | False Alarm- 3rd false alarm in a 12-month period and all subsequent false alarms. | $300.00 |
| PS-28 | Basic Life Support EMS stand-by (per hour) | $125.00 |
| PS-29 | Engine Response- Non-resident/ Out of District Responses (per hour) | $255.00 |

Inyo

**State Mandated and Local Fire Prevention Inspection Fees**

| No. | Title/Description | | Fees/Charges |
|---|---|---|---|
| PS-30 | Fire Prevention Inspections | | |
| | Hospital | | $975.00 |
| | School | | $725.00 |
| | Preschool/ Daycare | | $150.00 |
| | Care Facility/ Nursing Home/ In Home Adult Care | | $375.00 |
| | Apartments/ Condos | <5 Units | $150.00 |
| | | >5 Units | $275.00 |
| | Motels/ Hotels | <20 Units | $150.00 |
| | | >20 Units | $275.00 |
| | Churches | | $100.00 |
| | Group F – Fabrication, Finishing, Manufacturing | | |
| | | <5000 Sq.ft | $150.00 |
| | | >5000 Sq.ft | $275.00 |
| | Group S – Storage | <5000 Sq.ft | $150.00 |
| | | >5000 Sq.ft | $275.00 |
| | Warehouse Inspections (B, M, F, and S) | <5000 Sq.ft | $150.00 |
| | | >5000 Sq.ft | $275.00 |
| | Ordinary Hazard- Fire Prevention Inspection | | $100.00 |
| | Vacant Buildings | <5000 Sq.ft | $150.00 |
| | | >5000 Sq.ft | $275.00 |
| | Fire Hydrant Flow | | $100.00 |
| | Wildland Urban Interface Inspection | | $100.00 |
| | Re-inspections (1st reinspect- no charge) all subsequent | | $100.00 |

## PLANNING

The fee shall be as described in the following table unless the actual cost is greater. If the actual cost is greater, the fee shall be the actual cost.

| No. | Title/Description | Fees/Charges |
|---|---|---|
| PL-1 | Zone Change Review | $1,500 |
| PL-2 | Variance Review | $1,500 |
| PL-3 | Zone Ordinance Amendment Review | $1,500 |
| PL-4 | Appeals | $300 |
| PL-5 | Use Permit Review and Process | $500 |
| PL-6 | Specific Plan Review | $1,500 |
| PL-7 | General Plan Amendment | $1,500 |
| PL-8 | Categorical Exemption | $120 |
| PL-9 | Environmental Initial Study | $1,500 |
| PL-10 | EIR Staff Review | $2,500 |
| PL-11 | Time Extension Review | $500 |
| PL-12 | Tentative Parcel Map Review | $2,000 |
| PL-13 | Tentative Tract Map Review | $2,500 |
| PL-14 | Final Parcel Map Review | $500 |
| PL-15 | Final Tract Map Review | $1,000 |
| PL-16 | Certificate of Compliance | $1,000 |
| PL-17 | Lot Line Adjustment Review | $1,000 |

# Fee Schedule

***The Plumas County Engineering Department collects fees for a variety of services. Some fees are collected as part of the application fees paid to the Planning Department while other fees are collected directly by the Engineering Department. The fees collected directly by the Engineering Department do not involve review by other County departments.***

***The Table below includes a listing of fees collected by the Engineering Department on behalf of other departments.***

| Description | Fee |
|---|---|
| Large Format Copies/Prints (larger than 11x17) | $4.60 first copy/ $2.20 additional copies |
| Large Format Scans (larger than 11x17) | $4.60 first copy/ $2.20 additional copies |
| Standard Copies, Scans, or Prints | |
| 8 1/2 x 11 | $0.10/page |
| 11 x 17 | $1.00/page |
| Consultation Fee (research, scanning, emailing) | $75.57/hour[1] |
| Fire Safe Driveway Review | $151.00 |
| Flood Plain Administration | |
| Initial Consultation | No Fee |
| Flood Plain Interpretation | $75.57/hour[1] |
| Flood Study Review and County Engineer Approval | $500 Deposit[2] billed at $99.90/hour[1] |
| Grant of Relief | $500 Deposit[2] billed at $99.90/hour[1] |
| Hourly Rate – Engineering Technician | $75.57/hour[1] |

| Description | Fee |
|---|---|
| Inspection Fee (For construction phase improvement plans) | $250 + $5,000 Deposit[2] billed at $75.57/hour[3] |
| Mileage Reimbursement Rate | $0.535/mile[4] |
| Corner Record | $15.00 |
| Parcel Map Check (PM) | $1,128.00 |
| Parcel Map per parcel/lot fee | $75.00/Lot |
| Planning Department (GIS) per parcel/lot fee | $20.00/Lot |
| Parcel Map - Environmental Health Review | $54.00/Map |
| Record of Survey Check | $507.00 |
| Record of Survey (Amendment per PLSA 8770.5) | $302 |
| Resubmittal of incomplete application | $151 |
| Subdivision Map Check | $2,364.00 |
| Subdivision Map per parcel/lot fee | $75.00/Lot |
| Planning Department (GIS) per parcel/lot fee | $20.00/Lot |
| Environmental Health Review Fee | $54.00/Map |
| Technical Report Review[1] | $500.00 Deposit billed at $75.57/hour[2] |

**Notes:**

1. These reports include: Traffic Studies, Grading Plans, Erosion Control Plans, Flood Studies, Drainage Studies and Geotechnical Reports
2. A deposit will be collected at the time the application fee is accepted. The Public Works Department shall keep records of the time and expenses incurred in the processing of these applications and charge Developer on a time and material basis. These monies will be deposited in a special account, from which the County will draw sums to cover the costs of the application review. The Public Works Department shall provide to the developer a monthly invoice detailing the work performed and the time spent by its staff or outside consultants on such work, together with the hourly rates charged by individuals performing the work. The invoice amount shall not exceed the actual cost to the Public Works Department to provide the work described. The County may withdraw funds from the funds deposits in the special account in the amount of each invoice. In the event that it appears likely the deposit made by developer will be exhausted, the Public Works Department shall provide the developer with a new estimate of the cost to complete the processing of the application. The developer shall replenish the special account in the amount of such new estimate within fifteen (15) days. Developer's failure to make payment shall be deemed a withdrawal or abandonment of the application, but such withdrawal or abandonment shall not relieve the developer of the obligation to pay for work done by County in response to the application or to wind up work as a result of withdrawal or abandonment.
3. County Engineer's hourly rate
4. This is an estimate of the hourly rate charged. Actual rate may vary depending on classification of the employee performing the service.
5. Mileage reimbursement rate established by County Auditor. Mileage is billed for any application which requires an on-site inspection or field review

| DEPARTMENT | FEE CATEGORY | PROPOSED FEE | NEW/EXISTING |
|---|---|---|---|
| PUBLIC WORKS | **Development Review Fees** | | |
| | Campground Permit | $156.00 | New |
| | Development Agreement | $1,000 Deposit billed at $68.32/hour | New |
| | Development Agreement Amendment | $1,000 Deposit billed at $68.32/hour | New |
| | EIR Review | $204.00 | New |
| | Hydro-Electric Project | $1,000 Deposit billed at $68.32/hour | New |
| | Modification of a Recorded Map | $156.00 | New |
| | Modification of Development Standards | $292.00 | New |
| | Negative Declaration Review | $136.00 | New |
| | Premit to Mine/Reclamation Plan | $292.00 | New |
| | Planned Development Permit | $292.00 | New |
| | Reversion to Acreage | $87.00 | New |
| | Site Development Permit | $156.00 | New |
| | Special Use Permit | $87.00 | New |
| | Tentative Map | $292.00 | New |
| | Tentative Map per lot fee | $17.00 | New |
| | Reconsideration of Approved Application | 1/2 Current Fee Charged | New |
| | Technical Report Review | $1,000 Deposit billed at $68.32/hour | New |
| | **Encroachment Permit Fees** | | |
| | Residential Driveway Encroachment | $98.00 | Existing |
| | Commerical Driveway Encroachment | $125.00 | Existing |
| | Utility Repair (Minor) | $88.00 | Existing |
| | Major Utility Project | $500 Deposit billed at $52.70/hour | Existing |
| | Special Events | $0.00 | Existing |
| | Tree Removal Permit | $98.00 | Existing |
| | Permit Administrator Inspection | $52.70/hour | Existing |
| | Engineer Inspection | $68.32/hour | Existing |
| | | | Existing |
| | **Transportation Permit Fees** | | Existing |
| | Single Trip Transportation Permit | $21.00 | Existing |
| | Blanket Transportation Permit | $54.00 | Existing |
| | Site Inspection | $52.70/hour | Existing |

Colusa

Del Norte County

| | |
|---|---|
| Green Building Code Plan Check/Inspection | |
| Commercial | $65.00 |
| Residential | $30.00 |
| Fire Suppression Plan Check/Inspection | |
| Commercial | See Local Fire Chief |
| Residential | $65.00 |
| After the Fact Building Permit | Two times the Current Building Permit Fees (construction, plan check, issuance, state |
| Accessibility Compliance Review | $61/hr. +$61/hr.>1 hour or actual costs if sent to a consultant for review |
| Certificate of Compliance (to remove Certificate of Non-Compliance for substandard housing) | $100 per notice/parcel plus recording fees. |

Del Norte County

| Building Permit Fees | |
|---|---|
| **Total Valuation*** | Total Valuation* used to Calculate Construction Fees |
| $1-500.00 | $24.00 |
| $501-2000 | $24.00 for the first $500 |
| | $3.00 for each additional $100.00 |
| $2,001 to $40,000 | $69.00 for the first $2,000 |
| | $11.00 for each additional $1,000 |
| $40,001 to $100,000 | $487.00 for the first $40,000 |
| | $9.00 for each additional $1,000 |
| $100,001 to $500,000 | $1,027 for the first $100,000 |
| | $7.00 for each additional $1,000 |
| $500,001 to $1,000,000 | $3,827 for the first $500,000 |
| | $5.00 for each additional $1,000 |
| $1,000,001 to $5,000,000 | $6,327 for the first $1,000,000 |
| | $3,000 for each additional $1,000 |
| $5,000,001 and over | $18,327 for the first $5,000,000 |
| | $1 for each additional $1,000 |
| General Plan Maintenance Fee: $2 for every $1,000 of valuation of Building Permit | |
| **Other Inspections And Fees** | |
| Outside normal hours (subject to availability of inspector) | $122 (paid in advance) + $61/hr.>2hours |
| Reinspection fees (108.8) | $61/hr. +$61/hr.>1 hour |
| Inspections no specific fee | $61/hr. +$61/hr.>1 hour |
| Plan review/changes, add | $61/hr. +$61/hr.>1 hour |
| Third Party Plan Review or Inspections | Actual Cost |
| Address Signs | $25.00 |
| | |
| **Copy Charges** | |
| Map blueline 18x26 | $3.00 sheet paid in advance |
| Map blueline 24x36 | $5.00/sheet paid in advance |
| Archives Search Request | $20.00 (paid in advance) + $5.00 for each additional file |
| Written Interpretation Requests | $122 + $61/hr.>2 hours |

*Building Valuation for the purposes only of calculating the applicable fee is based on the square footage construction cost as determined in the current edition of the International Building Code by group classification and the type of construction of building.

Work begun or completed prior to filing a permit application subjects the application to double fees.

All plans are subject to postage fees and all maps are subject to a separate blueline charge

# MARIPOSA COUNTY

Board of Supervisors

MEETING: August 1, 2023

TO: The Board of Supervisors

FROM:

RE: CLOSED SESSION: Department Head Review: Farm Advisor

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**RECOMMENDATION AND JUSTIFICATION**

[ ] CONFERENCE WITH LEGAL COUNSEL:

[ ] Existing Litigation:
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] Anticipated Litigation
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization:
Name of County Designated Representative:
Title(s) of unrepresented individuals with whom negotiations are being conducted:

[ ] PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:
(Government Code Section 54957 (b) (1))

[ X ] PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Position of employee under review: Farm Advisor (Government Code Section 54954.5)

[ ] PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54954.5)

[ ] CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Description of real property:
Agency negotiator:
Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] THREAT TO PUBLIC SERVICE FACILITIES

Name of law enforcement agency involved:
Title of officer of law enforcement agency:

[ ] LICENSE/PERMIT DETERMINATION
License or Permit applied for:
Number of license or permit applicants:
Name of applicant(s):

**BACKGROUND AND HISTORY OF BOARD ACTIONS**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION**

**FINANCIAL IMPACT**

**ATTACHMENTS**

**None**

# MARIPOSA COUNTY

Board of Supervisors

**Agenda Item – No Resolution Requested**

| | |
|---|---|
| MEETING: | August 1, 2023 |
| TO: | The Board of Supervisors |
| FROM: | Dallin Kimble, County Administrative Officer |
| RE: | CLOSED SESSION: Conference with Real Property Negotiator regarding the Park-and-Ride Located at 4974 Joe Howard Street in Mariposa, California |

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**RECOMMENDATION AND JUSTIFICATION**

[ ] CONFERENCE WITH LEGAL COUNSEL:

[ ] Existing Litigation:
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] Anticipated Litigation
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization:
Name of County Designated Representative:
Title(s) of unrepresented individuals with whom negotiations are being conducted:

[ ] PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:
(Government Code Section 54957 (b) (1))

[ ] PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Position of employee under review: (Government Code Section 54954.5)

[ ] PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54954.5)

[ X] CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Description of real property: 4974 Joe Howard Street in Mariposa, California 95338

Agency negotiator: Dallin Kimble, County Administrative Officer

Negotiating parties: Yosemite Area Rapid Transit System (YARTS) / Merced County Association of Governments (MCAG)

Closed session will concern: ( X) price; ( X) terms of lease/purchase.

[ ] THREAT TO PUBLIC SERVICE FACILITIES

Name of law enforcement agency involved:

Title of officer of law enforcement agency:

[ ] LICENSE/PERMIT DETERMINATION

License or Permit applied for:

Number of license or permit applicants:

Name of applicant(s):

**BACKGROUND AND HISTORY OF BOARD ACTIONS**

The property at 4974 Joe Howard Street in Mariposa is a 1.93-acre property used for a parking lot and transit stop. Approximately 5,500 square feet of this property is unusable due to a collapsed storm drain, leaving 1.8 acres for ongoing use or development. The property owner has approached the County about a possible sale.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION**

**FINANCIAL IMPACT**

**ATTACHMENTS**

**None**