

2013-2014 MASTER GRANT AGREEMENT
Exhibit A, Program Element 13
Low-Income Home Energy Assistance Program Weatherization Assistance Program

1. Description. The Department of Oregon Housing and Community Services (OHCS) has been designated by the Governor as the administrator of all federally funded low-income weatherization programs. The Low-Income Home Energy Assistance Program (LIHEAP) is a federally funded program which provides a portion of annual funding for weatherization assistance purposes.

2. Definitions. Capitalized words in this work plan shall have the meanings provided herein, as stated in Federal LIHEAP Guidelines, U.S. Department of Energy (DOE) Weatherization Assistance Program (WAP) regulations or as otherwise provided by OHCS unless the context clearly requires otherwise:

“*BASELOAD SERVICES*” means any measure that reduces non- heating and cooling costs. These measures can include, but are not limited to, compact fluorescent lights, water saving devices, and high efficiency water heaters.

“*DOE*” means the Federal Department of Energy.

“*HHS*” means U.S. Department of Health and Human Services

“*ENERGY EDUCATION*” means the activities and instruction designed to help low-income clients make appropriate decisions and life-style changes to effectively reduce energy consumption.

“*LEGAL REQUIREMENTS*” means federal and state statutes applicable to LIHEAP Weatherization, federal and state rules and regulations applicable to LIHEAP Weatherization, and OHCS directives, all as amended from time to time. *LEGAL REQUIREMENTS* are, and shall be deemed by the parties to constitute, terms and conditions of this Agreement.

“*LIHEAP*” means Low Income Home Energy Assistance Program.

“*OHCS*” means the State of Oregon, acting by and through its Housing and Community Services Department.

“*QUALIFIED HOUSEHOLD*” means any household that meets the qualifications to receive weatherization services.

“*PEER EXCHANGE*” means an exchange of information between peers; usually a visit by one agency to another to review work and exchange ideas and best practices to enhance their programs.

“*REM/DESIGN*” means a computerized residential modeling tool used for the purposes of determining the savings to investment ratio of a project of measure.

“*SAVINGS TO INVESTMENT RATIO (SIR)*” means a comparison of the annual savings to the initial investment in a measure. An SIR of 1.0 indicates that a measure will pay for itself in energy savings over the life of the measure.

“*SUBGRANTEE*” means the public or private nonprofit organization which has entered into this Agreement with OHCS to administer LIHEAP Weatherization funds at the local level within the designated service area.

“*SUBRECIPIENT*” means a public or private nonprofit organization that enters into a written agreement with SUBGRANTEE satisfactory to OHCS to provide LIHEAP Weatherization assistance to certified participants.

“*WALK AWAY*” means deferring a project that is either structurally unsound or has safety hazards that cannot be addressed under the scope of the program. The project is deferred until the necessary repairs can be completed.

“WAP” means the Weatherization Assistance Program.

“WEATHERIZATION SERVICES” means conservation measures meant to reduce heating and cooling loads. These measures may include both air infiltration reduction and thermal improvements such as wall, attic and floor insulation.

“WORK PLAN APPLICATION” means Subgrantee Agency’s Funding application, which is part of the contract between OHCS and the Subgrantee Agency.

3. Scope of Work.

- A. SUBGRANTEE shall, and shall cause and shall require by contract that its SUBRECIPIENTS comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this Agreement, including its local WORK PLAN APPLICATION as approved by OHCS and supplemented herein, together with applicable LEGAL REQUIREMENTS including CFDA 93.568, 42 U.S.C. § 8621-8630. The approved WORK PLAN APPLICATION is incorporated herein by reference. The remaining provisions of this Section 3 are supplemental to, and do not limit the obligations of SUBGRANTEE or its SUBRECIPIENTS arising under this Subsection 3A or otherwise under this agreement.
- B. SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to administer LIHEAP Weatherization funds in a manner satisfactory to OHCS and in compliance with all PROGRAM REQUIREMENTS, including but not limited to the following terms and conditions:
 - 1) SUBGRANTEE may, and may cause and may require its SUBRECIPIENTS by contract to use LIHEAP Weatherization funds for allowable administrative costs in order to provide the services outlined in this agreement.
 - 2) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to use Training and Technical Assistance (T&TA) funds for the purposes of Training and Technical Assistance as outlined in the LIHEAP and DOE State Plans. SUBGRANTEE reserves the right to submit an OHCS budget change request to have funds moved for the purpose of providing weatherization assistance.
 - 3) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to determine eligibility of program applicants using program eligibility criteria issued by OHCS. SUBGRANTEE is responsible to OHCS for any losses resulting from improper or negligent issuance of LIHEAP Weatherization funds.
 - 4) SUBGRANTEE and SUBRECIPIENTS shall determine priority among program applicants by using at minimum the following criteria and such other criteria as satisfactory to OHCS:
 - a. Households with seniors as defined by those persons over the age of 60.
 - b. Households with disabled members living in it.
 - c. Households with children under the age of six (6).
 - 5) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to provide allowable weatherization assistance that may include, but is not necessarily limited to WEATHERIZATION SERVICES, BASELOAD SERVICES, and ENERGY EDUCATION not to exceed an average of \$6,000 per unit weatherized.
 - 6) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to address Health and Safety issues as required by the LIHEAP and DOE State Plans, including but not limited to:

- a. Using WAP prescribed methods of home analysis to determine existing Health and Safety needs.
 - b. Testing for the presence of carbon monoxide and combustion appliance zone depressurization testing of one-hundred percent (100%) of the homes containing combustion appliances.
 - c. Installing Carbon Monoxide alarms in one-hundred percent (100%) of homes with Combustion Appliances.
- 7) SUBGRANTEE may, and may cause and may require its SUBRECIPIENTS by contract to use LIHEAP Weatherization Funds for the replacement of appliances as funding sources allow. SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to dispose of appliances in accordance with EPA guidelines.
- 8) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to provide ENERGY EDUCATION to QUALIFIED HOUSEHOLDS through such means that may include, but are not limited to:
- a. Referral to another department within the SUBGRANTEE or SUBRECIPIENT agency.
 - b. Referral to another agency that provides ENERGY EDUCATION services.
 - c. As part of the weatherization program. This may include, but is not limited to in-home ENERGY EDUCATION, or ENERGY EDUCATION as part of a classroom setting.
- 9) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to maintain a WALK AWAY policy that is satisfactory to OHCS. Once a WALK AWAY is determined by the SUBGRANTEE or SUBRECIPIENT, a “Letter of Service Denial” or “Delay Due to Site Conditions” shall be mailed to the applicant with the specific reason given. WALK AWAY reasons may include, but are not limited to, the following:
- a. Structurally unsound dwelling.
 - b. Evidence of substantial, persistent infestation of rodents, insects, or other harmful/objectionable animals, which are difficult to control.
 - c. Electrical or plumbing hazards which cannot be resolved prior to, or as a part of, weatherization assistance.
 - d. The presence of raw sewage around or in any part of the dwelling.
 - e. Environmental hazards such as serious moisture problems, friable asbestos, or other hazardous materials, which cannot be resolved prior to or as a part of the weatherization assistance.
 - f. The presence of a dead animal, or animal feces, in any area of the dwelling where program staff must install weatherization measures.
 - g. Excessive debris in and around the dwelling which limits the program staff access to the dwelling.
 - h. Maintenance and housekeeping practices which are negligent to the point of limiting access of program staff to the dwelling.
 - i. An apparent threat of violence of abuse to any program staff member, or any household member, during the weatherization process.

- j. The presence and/or use of any controlled substance in the dwelling during the weatherization process.
 - k. Dwelling in which the costs of repairs substantially exceed the cost of the weatherization measures.
 - l. Major remodeling is in progress, limiting the proper completion of weatherization measures.
 - m. Substantial standing water in or around the crawl space or basement area limiting the proper completion of weatherization measures.
 - n. Uncooperative property owner or tenant who refuses a weatherization measure, refuses to make modifications necessary to permit a measure to be completed, or refuses to allow contractor staff access to dwelling.
 - o. Home is being advertised as being for sale.
- 10) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to require and ensure all weatherization staff and contractors who have the potential to disturb lead paint during the course of work to be certified in Lead Safe Weatherization Practices.
 - 11) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to require their weatherization contractors and weatherization programs have a certified lead safe renovator on staff.
 - 12) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to require weatherization staff that visit homes to attend mold and mildew training.
 - 13) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to require at least two (2) staff members to be certified as a REM/DESIGN operator. This requirement may be waived at the discretion of the OHCS program coordinator. A waiver shall only be in effect for the length of this contract.
 - 14) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to carry an active contractor's license with Construction Contractors Board (CCB). Exceptions are Government Entities, Public Non-Profits, and Tribal Governments.
 - 15) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to allow OHCS access to, or furnish, whatever information and/or documentation is necessary for OHCS to conduct reviews and monitor progress or performance to determine conformity with intended program purposes. SUBGRANTEE shall permit representatives of OHCS to visit its sites or SUBRECIPIENT sites, and to review and audit all records pertinent to LIHEAP Weatherization at any reasonable time, with or without benefit of prior notification.
 - 16) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to participate in PEER EXCHANGE annually if the agency is determined to be "at risk" through the OHCS monitoring process. Agencies participating in PEER EXCHANGE must follow PEER EXCHANGE protocols as directed in the LIHEAP and DOE State Plans.
 - 17) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to assure that LIHEAP funds are not used to pay for any person influencing or attempting to influence an officer or 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. If any funds other than LIHEAP have been paid or will be paid to any employees for influencing or attempting to influence an officer or employee of a Member of Congress in connection

with the awarding of the Federal LIHEAP contract, grant, loan or cooperative agreement, SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to complete and submitting Standard-Form-LLL (“Disclosure Form to Report Lobbying”) in accordance with its instructions.

4. Program Specific Reporting

- A. SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to ensure that data collection and reporting for LIHEAP Wx funded activities be conducted through the use of OHCS approved OPUS database. SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS to assure that data entry into OPUS occurs in an accurate and timely manner as satisfactory to OHCS, ideally at the time of audit completion.
- B. SUBGRANTEE shall submit all reports as required in the Master Agreement including but not limited to the “Weatherization Quarterly Program Report” which is due quarterly by the 15th of January, April, July, and October to OHCS.
- C. SUBGRANTEE shall provide additional reports as needed and requested by OHCS.
- D. SUBGRANTEE may request a reporting deadline extension when necessary.

5. Performance Measures

- A. SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to operate its low-income weatherization program in a manner designed to achieve the following performance goals:
 - 1) Households served by the low-income weatherization program, utilizing funds from OHCS, should realize an average 12% savings in their annual energy bill due to weatherization improvements as predicted through proper use of an OHCS approved computerized auditing tool.
 - 2) In homes where health and safety issues are identified 70% shall have the issues reduced or eliminated as grant funds allow.

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