



Weatherization Assistance Program

Weatherization Operations Manual

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EFFECTIVE October 1, 2022



OKLAHOMA

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All policies are to be implemented October 1, 2022, unless otherwise noted on the policy. ODOC will be taking comments until the implementation date. These policies should be used for all DOE WAP and DHS LIHEAP funds. These policies will continue to be evaluated for improvement in future program years.

Created by the Oklahoma Department of Commerce (ODOC) and the National Association for State Community Service Programs (NASCS).

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DEFINITIONS & ACRONYMS

ACM	Asbestos Containing Materials (Weatherization Program Notice 22-7)
Average Cost Per Unit (ACPU)	Total cost of Program Support (On-Site, Labor, Transportation, Tools and Equipment under \$5,000, Storage, and Office Expenses) plus Materials, divided by the total number of weatherized and completed units. The calculated number must be less than the Federal threshold of \$8,000 (4 DOE WPN 22-1) unless the Service Provider has written ODOC authorization to exceed the threshold.
Adequate Notice	Sufficient time prior to the stated opening of bids for a bidder to respond to the request for bid or proposal. For the purposes of this Requirement, the minimum Adequate Notice required shall be at least two weeks from the date of first public advertisement.
Administrative Costs	Costs indirectly related to a program activity. Examples of administrative costs include but are not limited to: Accounting and auditing costs, legal fees, liability insurance and fidelity bond costs, personnel costs (payroll and fringe benefits) for staff time, travel, supplies, and equipment and space costs indirectly related to the program.
Advance	A request for funds, does not mean that the funds must be requested in advance. Funds can be requested in advance of expenditures incurred, but they can also be requested after (as reimbursement).
AHERA	Asbestos Hazard Emergency Response Act of 1986
AHJ	Authority Having Jurisdiction
Ancillary Items	Costs <u>must</u> be included in SIR for associated individual Energy Conservation Measures. Ancillary items are necessary for the proper installation of weatherization materials. Ancillary items refer to small items such as hardware, nails/screws, other fasteners, adhesive, sealant, etc. Ancillary items are not large ticket items such as drywall, roof/floor decking, rough framing, etc. Ancillary items are required by materials manufacturers, general construction, and/or WAP field standards to achieve a finished product in a typical installation where no unusual or extensive repairs are needed. The costs of ancillary items and installation are to be included within the cost of an individual ECM when calculating the SIR for the individual ECM. Although the WAP requires the use of appropriate, durable ancillary materials, standards for ancillary items are not typically listed in 10 CFR 440, Appendix A .

Applicant	The term Applicant will be used to describe the entity that applies to this RFA in OKGrants and desires to enter into a contractual agreement with ODOC. The term Applicant will be used interchangeably service provider and agency.
At Risk Qualified Home	The home is owned by the occupant/applicant, and a child under age 5, and/or person over age 65, and/or a disabled person lives in the home.
Bathrooms	Defined as rooms that contain a bathtub, shower, spa, or other similar sources of moisture.
Building Performance Institute (BPI)	The certification and standard setting organization for home performance professionals. All WAP workers that work inside a client home (Energy Auditors, Retrofit Installers, Crew Leaders, and Quality Control Inspectors) must be trained or supervised by someone who has been trained according to BPI standards, although only Quality Control Inspectors are required to have a BPI certification at this time.
Case by Case	When a policy refers to “case by case” it means ODOC is not able to create a comprehensive policy for that specific H&S topic, but rather, must provide specific guidance regarding individual events to determine whether the measure is allowable or cost effective. A subgrantee seeking case by case approval must submit documentation to their assigned Energy Project Specialist.
Cloud Storage	Cloud storage is remote, server-based storage and processing. There are many cloud storage options, and many are free. Some examples include Google Drive, Dropbox, OneDrive, iCloud, and Box.
Comprehensive Training	Formerly known as Tier 1 training, Comprehensive Training refers to any comprehensive, occupation – specific training that follows a curriculum aligned with the JTA for that occupation. Comprehensive Training must be administered by, or in cooperation with, a training program that is accredited by a DOE approved accreditation organization for the JTA being taught. The Oklahoma Association of Community Action Agencies is an IREC accredited training center. <i>There are four WAP occupations for which Comprehensive Training is offered: Crew Leader, Retrofit Installer, Quality Control Inspector, and Energy Auditor.</i>
Council	IREC provides third party accountability and accreditation to WAP Training Centers to ensure quality and consistency of WAP Council occupation training.
Crew Leader	A crew leader is a residential energy efficiency professional who, at any point, is responsible for supervising the retrofitting activities specified in the scope of work of a job. He or she is responsible for interacting with the client plus managing personnel and materials at the job site in a safe and effective manner. The crew leader is responsible for quality control, testing procedures, documentation, and conducting a final walk through to ensure that all work is completed in a satisfactory manner. Crew

Leaders must possess the knowledge, skills and abilities listed in the [National Renewable Energy Laboratory Job Task Analysis for Crew Leaders](#).

Deferral A client that meets eligibility requirements (for example, income), but the unit occupied by the client is not a reasonable candidate for weatherization. This is a distinction from ineligible applicants who must be denied.

Denial What is given or stated when a client or unit does not meet weatherization eligibility requirements.

The Low-Income Home Energy Assistance Program (LIHEAP) is a Federal grant awarded by the U.S. Department of Health and Human Services, Administration for Children and Families (ACF), in the Office of Community Services (OCS) to the Oklahoma Department of Human Services (OKDHS or DHS).

DHS LIHEAP There are four components to the LIHEAP program.

1. Regular Energy Assistance Program (REAP),
2. Energy Crisis Assistance Program (ECAP)
3. Summer Cooling and Winter Heating Assistance Program
4. Weatherization Assistance Program (WAP)

OK DHS administers the first three components and awards the Oklahoma Department of Commerce (ODOC) funds to operate the WAP Program.

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

ECM Energy Conservation Measure (ECM) are those measures that result in a Savings to Investment Ratio of 1.0 or higher in the NEAT/MHEA program.

Electronically Maintained Client file and client file documents that are stored digitally. There are many options for electronic file storage such as on a computer, a cloud storage system, a CD, or a USB flash drive.

Eligible A client and unit are eligible for weatherization services if they meet the criteria outlined in Requirements 18 through 28. Both the client and unit must be eligible to receive weatherization services.

Energy Auditor The Energy Auditor (EA) is an experienced professional who evaluates the health and safety, durability, comfort, and energy use of a residential building. The Energy Auditor conducts advanced diagnostic tests, gathers and analyzes data, and creates models to draw conclusions and make recommendations to the client for improvements. EAs must possess the knowledge, skills and abilities listed in the [National Renewable Energy Laboratory Job Task Analysis for EAs](#).

Energy Conservation Measures (ECM)	Energy Conservation Measure (ECM) are those measures that result in a Savings to Investment Ratio of 1.0 or higher in the NEAT/MHEA program. A procedure, including materials and installations, which is considered or performed for its anticipated energy savings. An ECM often includes installation of ancillary items but will not include IRMs. The installed cost of all ancillary items associated with the proper installation of an individual ECM must be added to the cost of its ECM when calculating the SIR for the individual ECM.
Friable	Any ACM material that can be crumbled, pulverized, or reduced to powder by the pressure of an ordinary human hand. Found in Weatherization Program Notice 22-7 .
Hazardous Materials	Refrigerants, heating equipment, asbestos, lead, mercury, CLFs, and fluorescents.
Household Hazardous Wastes	Household hazardous wastes are those that are generated by individuals on the premises of a household and the waste stream is composed primarily of materials found in the waste generated by consumers in their homes. At the federal level, household wastes are exempt from regulation and regulation falls to the state.
Health And Safety Measure (H&S)	Separate costs justification. Not included in SIR. Health and Safety measures are those actions necessary to maintain the physical well-being of both the occupants and/or weatherization workers where the actions MUST be taken effectively perform weatherization work or the actions are necessary because of weatherization work.
High Residential User	The amount of energy a low-income household uses greater than a comparable household in the same area.
Households With a High Energy Burden	A low-income household whose residential energy burden (residential expenditures divided by the annual income of that household) exceeds the median level of energy burden for all low-income households in the State.
Incidental Repairs	Repairs that are necessary to ensure the effectiveness of weatherization measures. A repair is incidental to an ECM and must be combined with the cost of the associated ECM, and the entire cost must result in an SIR of 1.0 or higher in the NEAT or MHEA program. For example, if a home needs roof repair before attic insulation can be installed, then the cost of the insulation should be combined with the cost of the roof repair. If the result is an SIR of 1.0 or higher, then the repairs and the insulation installation should be completed. The maximum incidental repair cost cannot exceed \$750 for the unit, without ODOC permission.
Incidental Repair Measure (IRM)	Cost must be included in SIR for whole unit package of Energy Cost Measure (ECM). Includes incidental repair materials and installation, which are performed because they are deemed necessary for the effectiveness of one or more ECMs. An

installation of an Incidental Repair Measure (IRM) must be documented in the client file. **The IRM costs are not added to an individual or partial group of ECM costs. The total costs of all IRMs are added to the costs of the package of weatherization measures to calculate the whole unit (SIR). Incidental repair costs cannot exceed \$750 per unit.**

Ineligible	A client who does not meet eligibility requirements (for example, over the income requirements) or a unit that does not meet current eligibility requirements (for example, the home has already been weatherized).
In-Kind	In-kind means either the same or similar material, and the result must match all physical and visual aspects, including form, color, texture, finish, dimension, pattern, and workmanship.
In The Aggregate	"In the Aggregate" is a reference means the purchases of the same product more than one time during the contract period. An example would be the purchase of copy paper. Procurement would be for one time, with multiple purchases; therefore, the "aggregate cost" would be the total of all planned purchases of copy paper during the contract period.
Job Task Analysis (JTAs)	JTAs are the knowledge, skills, and abilities that a WAP practitioner and home energy professional needs to perform a given job effectively and safely. DOE has provided four job occupations for the WAP program: Crew Leader, Retrofit Installer, Quality Control Inspector, and Energy Auditor. A complete list of the JTAs for each of these four positions can be found on DOE's website. JTAs are used by training providers to develop coursework that can be verified and accredited by a third-party organization to ensure a higher level of consistency and quality. The Interstate Renewable Energy Council (IREC), provides this third-party accountability.
Limited Repairs	Repairs that meet the definition of incidental repairs.
Local Quality Control Inspection	A local Quality Control Inspection is conducted by an employee or sub-contractor of a Subgrantee Recipient and is looking for specific standards and other quality measures on work performed.
Major Repairs	Those repairs that are \$1,201 or greater. Typically, major repairs are not allowed with H&S.
Minor Repairs	Those repairs that meet the definition of incidental repairs and are \$1,201 or greater. Typically, major repairs are not allowed with H&S.

Multi-family	Multi-family buildings may have one or more centralized heating systems and complex arrangements for domestic hot water delivery that might service multiple floors / units. Multi-family buildings also have common areas such as foyer, mailroom, lobby, hallways, stairwells, laundry rooms, and/or common areas that may be unique when compared to single-family home or Mobile homes.
NEAT/MHEA	The computer-based Weatherization Assistant application provides access to the National Energy Audit Tool (NEAT) and the Manufactured Home Energy Audit (MHEA) .
New Hire	A new hire is an agency employee that started with the agency’s weatherization department program either for the first time or returned to work for the agency after a period of two years (previous employed by agency). Staff, (except for new program managers,) that are promoted or change positions within the weatherization program are not considered new hires. Follow continuing education requirements for that individual’s new WAP occupation. New Program Managers are always considered a new hire for the purposes of training.
Nepotism	Refers to the employment or supervision of any person who is a relative within the third degree of a Board Member, Executive Director, or appointing authority. Relatives may not be employed, supervised, or contracted with when they are to be paid with ODOC funds or when the Board Member, Executive Director, or appointing authority exercises jurisdiction or control over said department or program.
OKGrants	OKGrants is ODOC’s grant management accounting system for reporting, payment, and monitoring of financial and grant activities.
Oklahoma Department of Commerce (ODOC)	The State Grantee for DOE WAP funding from the U.S. Department of Energy and DHS LIHEAP WX.
Oklahoma’s Weatherization Field Guide	The field guide that service providers are required to use. Previously, there had been one for Single Family Units and one for Mobile Homes. The most recent DOE approved Field Guide has combined all SWS standards for both Single Family and Mobile Homes into a single manual. This guide aligns Standard Work Specifications with DOE allowable measures and ODOC policies. The most current field guide can always be found on our ODOC website here .
Operation Costs	Any costs directly associated with the program activity. Examples of operations costs include but are not limited to: personnel costs (payroll and fringe benefits) for operational staff time, travel, supplies, equipment and space costs directly related to the program.

Outreach Performance Report	An Outreach Performance Report shall be written and reported, to report on the Plan results and it, will be a required upload with the agency's DHS closeout.
Outreach Plan	Required for any Subgrantee Recipient that wants to spend Program Outreach funds. The Program Outreach plan must describe how an agency plans to use their Program Outreach funds to support their efforts to educate potentially qualified applicants in their service area. Guidance on Outreach Plan development is provided in the Award letter.
Package Of Weatherization Measures	The cost of all ECMs included in an audit and/or installed in the home. The estimated cost of each Energy Cost Measures (ECM) will include the estimated costs of its ancillary items. The cost of all Incidental Repair Measures (IRM)s is added to the cost of the package of weatherization measures when calculating the Savings to Investment Ratio (SIR) for the whole building.
Primary System/ Unit A	Primary system or Unit A is that which the system is most relied upon to provide heating or cooling throughout the season.
Program Allocation/Funds	Program Allocation refers to any program funds allocated towards allowable DOE Weatherization costs EXCEPT for Administration and Training & Technical Assistance. All other program costs are included.
Program Manager	A program manager is responsible for managing, at a minimum, the daily administrative and operational aspects of their agency's Weatherization Program. This includes overseeing the management plan, budget, and adherence to ODOC programmatic requirements. Every agency that has a DOE WAP and DHS LIHEAP contract must have a designated Program Manager. Some agencies may use weatherization director or some other job title. ODOC has chosen to use DOE's terminology of Program Manager.
Program Operations	Refers to Program Support plus + Materials and is inclusive of all costs that are used to calculate the Average Cost Per Unit. In other words, these are all direct costs (both labor and material) that are spent on a unit/home to install energy efficiency measures that have measurable energy savings. The following indirect costs are also to be calculated in Program Operations (and therefore limited by the ACPU): <ul style="list-style-type: none"> •Vehicle transportation and maintenance costs •Costs spent to assess a home (that is later deferred) although some or no work has been completed •Health and Safety labor costs (never the material costs) •Office Expenses and Storage
Quality Assurance	A Quality Assurance inspection is a quality control inspection that is conducted by ODOC on a sampling of units (5-10%) that have received weatherization services and after a local QCI has completed their local QC inspection. It must be conducted by a BPI trained QCI. The exact percentage of homes that must receive a QA is dependent

upon whether the Subgrantee Recipient has an independent local QCI or not, as explained in WPN [22-4](#) and later in this Requirement.

All future documentation will change this position title to State Technical Officer.

Quality Control
Inspector

A Building Performance Institute (BPI) certified [Quality Control Inspector](#) is a residential energy efficiency professional who ensures the completion, appropriateness, and quality of energy upgrade work by conducting a methodological audit/inspection of the building, performing safety and diagnostic tests, and observing the work. QCIs must possess the knowledge, skills and abilities listed in the National Renewable Energy Laboratory Job Task Analysis for QCIs as mandated in the U.S. Department of Energy Weatherization Program Notice [15-4](#). *[NOTE – this term is also often used interchangeably with Quality Control Inspection]*

Quality Control
Inspection

A [Quality Control Inspection](#) must be conducted by a BPI trained Quality Control Inspector. A QC Inspection verifies the work performed against the work, specifications, and standards, performs building diagnostics, records/reports findings and concerns, and specifies corrective actions; by conducting a methodological audit/inspection of the building, performing safety and diagnostic tests, and by observing the retrofit work; in order to ensure the completion, appropriateness, and quality of the work providing for the safety, comfort, and energy savings of the building occupants.

DOE WAP and DHS LIHEAP weatherization contracts have quarterly reporting requirements. The reporting periods are the same for all weatherization required quarterly reports:

Quarterly Reporting
Periods

Reporting Period	Quarterly Report Due Date
October – December	January 20th
January – March	April 20th
April – June	July 20th
July – September	October 20th

Reimbursement Claim

A payment request for state contract expenditures that have already been incurred by the Subgrantee Recipient. Reimbursement Claims cannot exceed the actual expenditures or the cumulative one-twelfth (1/12th) year to date amount or whichever is less.

Relative to the Third
Degree

Spouse	Spouse’s Parents	Spouse’s Children
Parents	Brother/Sister	Spouse’s Brother/Sister
Children	Grandparents	Spouse’s Grandparents
Grandchildren	Spouse’s Grandchildren	Aunt/Uncle
Spouse’s Aunt/Uncle	Nephew/Niece	Spouse’s Nephew/Niece
Great-Grandparents	Spouse’s Grandparents	Great-Grandchildren

Spouse's

Remotely Accessible Format Any method that allows electronically stored client files to be reviewed remotely. For example, a cloud storage system that ODOC is provided a link to, a CD, or a USB flash drive.

Responsible Bidders/Vendors Bidders/Vendors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as bidder integrity, record of past performance, financial and technical resources, or accessibility to other necessary resources. Such indicators should be included as part of the specifications and organized for evaluation.

Responsive Bids/Offer Responsive Bids/Offers: Bids/Offers submitted that satisfactorily meet the requirements as specified by the Subgrantee Recipients.

Retrofit Installer A [retrofit installer](#) technician is a residential energy efficiency professional who installs energy efficiency upgrades in single-family homes, and small multi-family housing (2-4 units). An installer uses a variety of building science best practices to improve safety, comfort, durability, indoor air quality, and energy efficiency. Retrofit Installers must possess the knowledge, skills and abilities listed in the National Renewable Energy Laboratory Job Task Analysis for Retrofit Installers.

Safety Data Sheets (SDS) The US Occupational Safety and Health Administration ([OSHA](#)), requires that chemical manufacturers, distributors, or importers provide Safety Data Sheets (formerly known as MSDS or Material Safety Data Sheet) for each hazardous chemical they manufacture, distribute, or import. A SDS is comprised of sixteen 16 sections: Identification, Hazard Identification, Ingredient Composition, First-Aid Measures, Fire-Fighting Measures, Accidental Release Measures, Handling and Storage, Exposure Controls, Physical and Chemical Properties, Stability and Reactivity, Toxicological Information. Sometimes Disposal, Transit, Regulatory and Ecological Information is also included.

Secondary System/Unit A secondary unit is only employed in extreme weather.

Section 106 Section 106 of the National Historic Preservation Act requires federal agencies to consider the effects of their undertakings on properties listed in or eligible for the National Register of Historic Places. This consideration must take place, prior to the approval of the expenditure of any federal funds on the undertaking or prior to the issuance of any license.

Self-Certify	<p>A Subgrantee Recipient who is unable to locate any eligible LIHEAP weatherization clients for a given county they wish to serve from the ODOC/OKDHS provided LIHEAP client list may choose to self-certify by verifying documentation to determine that a client’s income is 200% of the Federal Poverty Guidelines or less. LIHEAP certifies clients at a lower income level threshold. Subgrantee Recipients must, in good faith, make every effort to prioritize and serve already pre certified OKDHS LIHEAP clients before serving self-certified clients.</p>
Sensitive Data	<p>Social Security Numbers (SSN)s by themselves, or in combination with any Personally Identifiable Information (PII) PII (including date of birth, names, address, phone number, fuel account number and name, and income information) are Sensitive Data. The combination of date and birth and name without an SSN. PII elements that may be needed to complete effective business communications in support of the program (name, address, phone number, fuel account information, and income information) is also Sensitive Data.</p>
Service Providers	<p>Public or non-profit entities. Currently, all weatherization service providers in Oklahoma are Community Action Agencies (CAAs) that were created under the 1964 Economic Opportunity Act. CAAs are designated recipients of Community Service Block Grant funding.</p>
Shelters	<p>A dwelling unit or units whose principal purpose is to house, on a temporary basis, individuals who may or may not be related to one another and who are not living in nursing homes, prisons, or similar institutional care facilities. Shelters shall be counted as one (1) unit per each 800 square feet, or each floor of the unit shall be considered as one (1) unit.</p>
Single Family Dwelling Unit	<p>Residential building types covered are defined as existing detached single-family dwellings and townhouses that:</p> <ul style="list-style-type: none"> • have independent mechanical systems for each dwelling unit (heating, cooling, water heating, and ventilation) • have direct access to outdoors for each dwelling unit • were designed to have continuous party walls with no penetrations to adjacent units, with such party walls extending from ground to roof where the dwelling unit is attached to one or more adjacent single-family dwelling units. <p>Row houses (where there is a complete separation between units of building thermal barrier, air pressure boundary, and mechanical systems) and small multifamily units (between 2-4 units) are both considered single family dwelling units for the purposes of weatherization.</p>
SIR	Savings to Investment Ratio
Solid-Fueled Space Heaters	<p>Solid fueled space heaters include wood stoves, coal stoves, pellet stoves, and fireplaces. Wood, coal, and pellet fired furnace and boiler systems should be treated as vented heating systems.</p>

Specific Training	Formerly known as Tier 2 training, Specific Training is single-issue, short-term training to address acute deficiencies in the field. Here is a non-exhaustive list of specific trainings: ASHRAE, RRP Lead Renovator, Health and Safety specific training, Building Envelope, Pressure Diagnostics, Insulation, CAZ, OSHA, NEAT/MHEA training, conference trainings.
State Technical Officer	A State Quality Control Inspector conducts technical monitoring on behalf of ODOC, the DOE WAP and OKDHS LIHEAP Grantee. This is different from a local QCI, who is directly employed by or directly contracted by the Subgrantee Recipient at the local level. 100% of all homes weatherized in a program year must have a local QCI, but only a sampling of 5-10% of the total homes must be inspected by a State QCI. Was previously referred to as Quality Assurance.
Subgrantee	Interchangeably used with Subrecipient
Subrecipient	Interchangeably used with Subgrantee
System	A System can refer to a central unit or several individually operating units.; However, when a central unit is in place, it shall be considered the Primary Unit, and all other units are to be considered secondary.
Technical Assistance	A problem-solving activity designed to provide Subgrantee Recipients with an immediate resolution, or approach to a resolution, of a specific problem or set of problems. Technical assistance, providing resources and information, may be held on-site, at ODOC offices, by telephone, or by written communication.
Thermal boundary	The conditioned boundary which defines the space of a home that is purposely heated and/or cooled. It is also known as the building envelope or shell.
Training	An instructional or educational event on a general topic that provides the opportunity for participants to gain information, increase program management skills, and define program objectives. Training events are designed for groups to share knowledge and experience.
T&TA	Training and Technical Assistance
Undertaking	A Federal undertaking is a project, activity, or program either funded, permitted, licensed, or approved by a Federal Agency. Each home weatherized by a Subgrantee Recipient is a federal undertaking.
WAP	Department of Energy Weatherization Assistance Program

WAP Program Year	The Weatherization Assistance Program Year, funded by the United States Department of Energy (DOE), runs April 1 – March 31 for Oklahoma.
WAP Occupations	There are four primary DOE WAP occupations or classifications that have JTAs developed by the National Resource Energy Laboratory: Crew Leader, Retrofit Installer, Quality Control Inspector, and Energy Auditor.
Weatherization Materials	Materials that are purchased for installation in a building that are anticipated to have a direct impact on saving energy. A definition of approved weatherization materials can be found in Federal Regulations 10 CFR § 440.3 . Weatherization materials must be listed and must comply with the standards in 10 CFR Part 440 Appendix A .
WPN	Weatherization Program Notices are periodically released by the Department of Energy to provide States and Subgrantee Recipients with official guidance on WAP implementation.
WX	Abbreviation for Weatherization. WX commonly refers to both grant funds – DHS LIHEAP and DOE WAP/DOE WAP BIL and includes the entire Oklahoma Weatherization Program.
WX Planner	The Weatherization Program Planner for the Oklahoma Department of Commerce is responsible for the daily management and implementation of the DOE WAP/DOE WAP BIL and DHS LIHEAP WX grants in Oklahoma. The WX Planner is also referred to as the Program Manager for DOE WAP purposes.

PROGRAM ORGANIZATION & OVERVIEW

1. PROGRAM ORGANIZATION & OVERVIEW

1.1. CONTRACT PART II

1.1.1. The Subgrantee will provide services within its geographic area as prescribed in its approved management plan.

1.2. PURPOSE

1.2.1. The purpose of this policy is to inform Subgrantees on the history of the Oklahoma Weatherization Program since its administration by the Oklahoma Department of Commerce (ODOC) beginning in 1977. It also outlines the governing structure of the program.

1.2.2. The mission of the Weatherization Assistance Program is to “increase the energy efficiency of dwellings owned or occupied by low-income persons or to provide such person’s renewable energy systems or technologies, reduce their total residential expenditures, and improve their health and safety, especially low income persons who are particularly vulnerable such as the elderly, persons with disabilities, families with children, high residential energy users, households with high energy burdens.¹

1.3 HISTORY

1.3. PLACEHOLDER

1.4 POLICY ADVISORY BOARD

1.4.1 The purpose of the Policy Advisory Council (PAC) is to serve in an advisory capacity to the Oklahoma Weatherization Assistance Program (WAP) and ODOC in the administration and development of Oklahoma’s WAP. It is required by Code of Federal Regulations.² PAC members assist the program by bringing special qualifications, professional and personal networking, and sensitivity with respect to assisting in problem solving the challenges low-income persons across

1.4.2 Membership can include organizations, agencies, programs, and individuals that broadly represent low-income persons and energy efficiency within our target populations.³

¹ [10 CFR 440.1](#)

² [10 CFR 440.17](#)

³ [10 CFR 440.17](#)

- 1.4.3 PAC meetings are held at least twice a program year, or more frequently as needed. PAC meetings may be in person or held virtually. ODOC retains the right to remove members from the PAC if they are consistently unable to attend meetings and conference calls, or virtual meetings.
- 1.4.4. The most current list of PAC members can be found on ODOC's [website](#) in the most recently approved State Plan.

1.5. SUBGRANTEE QUALIFICATIONS

- 1.5.1. PLACEHOLDER

1.6. SUBGRANTEE SELECTION

- 1.6.1. ODOC gives preference to any Community Action Agency (CAA) or other public or nonprofit entity which has, or is currently administering, an effective program under this part or under [Title II of the Economic Opportunity Act of 1964](#), with program effectiveness evaluated by consideration of factors including, but not necessarily limited to, the following:
 - 1.6.1.1. The extent to which the past or current program achieved or is achieving weatherization goals in a timely fashion;
 - 1.6.1.2. The quality of work performed by the subgrantee;
 - 1.6.1.3. The number, qualifications, required certifications, and experience of the staff members of the subgrantee;
 - 1.6.1.4. Demonstrated fiscal accountability; and
 - 1.6.1.5. The ability of the subgrantee to secure volunteers, training participants, public service employment workers, and other Federal or State training programs.

1.7. SERVICE AREAS

- 1.7.1. Subgrantees must provide Weatherization services throughout the year to the service areas awarded in the ODOC Weatherization contract. A Subgrantee shall not weatherize a dwelling outside of its service area(s) specified in the grant agreement without prior written approval from the ODOC.
- 1.7.2. Subgrantees can negotiate a mutually agreeable Memorandum of Agreement (MOA)—which specifies an alternative service delivery arrangement that provides for greater economies of scale, broader service delivery, and improved program efficiencies. For example, a Subgrantee may sign an MOA to provide Quality Control Inspection (QCI) or Energy Auditor services to

another Subgrantee with Oklahoma WAP. This MOA must receive ODOC approval before implementation.

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2. FORMULA ALLOCATION

2.1 PLACEHOLDER

3. AWARD PROCESS

3.1. PLACEHOLDER

4. OVERVIEW OF REGULATIONS & POLICIES

4.1 CONTRACT PART II

4.1.1. PLACEHOLDER

4.2 FEDERAL REGULATIONS

4.2.1 PLACEHOLDER

4.3 CFR & DOE WPNs

4.3.1 PLACEHOLDER

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4.5 ODOC WPNs & MEMOS

4.5.1 PLACEHOLDER

4.6 FIELD GUIDES

4.6.1 PLACEHOLDER

4.7 ENERGY AUDIT MANUAL

4.7.1 PLACEHOLDER

4.8 STATE PLAN

4.8.1 PLACEHOLDER

4.9 WEATHERIZATION OPERATIONS MANUAL

4.9.1 PLACEHOLDER

4.10 HEALTH & SAFETY PLAN

4.10.1 Placeholder

4.11 ODOC WEBSITE

4.11.1 PLACEHOLDER

GENERAL MANAGEMENT

5. ADMINISTRATIVE REQUIREMENTS

5.1. PLACEHOLDER

6. CONFLICT OF INTEREST

6.1 CONTRACT PART II

6.1.1 No members or employees of any governing board of the Subgrantee and no employees of the Subgrantee shall accept any form of gratuity nor have any interest, financial or otherwise, or engage in any business transaction or activity of any nature which conflicts with the proper discharge of their duties.⁴

6.1.2 The Subgrantee shall establish safeguards to prohibit employees from using their positions for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other ties.⁵

6.2 PURPOSE

6.2.1 The purpose of this requirement is to ensure that all contract funds being executed within the weatherization assistance program are used fairly and according to federal requirements, and no person or persons are profiting off the funds outside the scope of the contract mission and scope.

6.3 OVERVIEW

6.3.1 The order of precedence for contract compliance is the ODOC Weatherization contract, followed by this Weatherization Operations Manual, the Energy Audit Manual, any current ODOC Weatherization Program Notices, and then the Oklahoma Weatherization Field Guide. The Weatherization Operations Manual shall apply to all Subgrantees and their representatives providing WAP services. The ODOC reserves the right to have the final authority in any cases of dispute.

6.3.2 No persons who have exercised any functions or responsibilities with respect to activities assisted with ODOC funds may obtain a financial interest in or benefit from an ODOC activity or have an interest in any contract, subcontract, or agreement, either for themselves or for those with whom they have family or business ties during their tenure, or for one year thereafter.

⁴ Contract Part II, Section 19.A.

⁵ Contract Part II, Section 19.B.

6.4 PERSONS COVERED

6.4.1 The conflict-of-interest provisions apply to any person who is an employee, agent, consultant, officer, or any elected or appointed official of the subgrantee receiving ODOC funds.

6.5 EXCEPTIONS

6.5.1 Upon the written request of the Subgrantee, ODOC may grant an exception on a case by-case basis when it determines the exception will serve to further the purposes of the ODOC programs and the effective and efficient administration of the Subgrantee's program or project. An exception may be considered only after the Subgrantee has provided an assurance that:

6.5.1.1 A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made.

6.5.1.2 An opinion of the Subgrantee's attorney that the interest for which the exception is sought would not violate State or local law.

6.6 FACTORS TO BE CONSIDERED FOR EXCEPTIONS

6.6.1 In determining whether to grant a requested exception after the agency has satisfactorily met the Requirements of 6.5, ODOC will consider the cumulative effect of the following factors, where applicable:

6.6.1.1 Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

6.6.1.2 Whether the person affected is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted activity. If that person is a member of such a class or group, the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

6.6.1.3 Whether the affected person has withdrawn from his or her functions or responsibilities or the decision-making process with respect to the specific assisted activity in question;

6.6.1.4 Whether the interest or benefit was present before the affected person was in a position as described in 6.4 of this Requirement;

- 6.6.1.5 Whether undue hardship will result either to the Subgrantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- 6.6.1.6 Any other relevant considerations.

6.7 PROHIBITED POLITICAL ACTIVITIES

- 6.7.1 Subgrantees employees, volunteers, and Board Members, while performing Subgrantee Recipient activities and functions, shall adhere to restrictions against certain types of political activity, as specified in the [Community Services Block Grant \(CSBG\) Act](#) (if Subgrantees are Community Action Agencies), State legislation and other related requirements.
- 6.7.2 Subgrantees may not:
 - 6.7.2.1 Use official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office.
 - 6.7.2.2 Directly or indirectly coerce, attempt to coerce, command, or advise a State or local officer or employee to pay, lend or contribute anything of value to a party, committee, organization, agency, or person for political purposes.
- 6.7.3 Subgrantees may not provide voters and prospective voters with transportation to the polls or provide similar assistance in connection with an election or any voter registration activity. This also prohibits the use of agency transit vehicles for these purposes.
- 6.7.4 Under [74 O.S. Standard 257:1-1-2](#): Subgrantees may not:
 - 6.7.4.1 Use program funds for any political purpose.
 - 6.7.4.2 Permit the use of equipment or premises that are purchased or leased with program funds for a political purpose.
 - 6.7.4.3 Discriminate against or in favor of any employee or beneficiary of the program because of his or her political beliefs.
 - 6.7.4.4 Require an employee or beneficiary to disclose his or her political affiliation.
 - 6.7.4.5 Offer employment, promotion, or benefits under the program as a reward for the support or defeat of any political party or candidate for public or party office; nor may any Subgrantee Recipient create or threaten to create a disadvantage in employment or deprivation of benefits as a penalty for such support.

6.8 LOBBYING ACTIVITIES

- 6.8.1 Subgrantees employees, volunteers, and Board Members, while performing Subgrantee activities and functions, shall adhere to restrictions against certain types of political activity, as specified in the [Community Services Block Grant \(CSBG\) Act](#) (if Subgrantees are Community Action Agencies), State legislation and other related requirements.
- 6.8.2 Subgrantee **may** conduct the following lobbying-type activity if the cost is otherwise allowable:
- 6.8.2.1 Lobbying of any person relating to local legislation, i.e., city ordinances, but not to local ballot initiatives or referenda.
 - 6.8.2.2 Lobbying of Federal Executive Branch official, so long as it is not an attempt to influence a decision to sign or veto Federal or State legislation.
 - 6.8.2.3 Lobbying to influence State legislation in order to directly reduce cost or to avoid material impairment of the subgrantee's authority to perform the grant or contract.
 - 6.8.2.4 Providing a technical and factual presentation of information on a topic directly related to the performance of a grant or contract through hearing testimony, statements or letters to the Congress or State Legislature in response to a documented request. Costs related to this activity for travel, lodging or meals are unallowable.
 - 6.8.2.5 Nonpartisan, balanced and factually supported research and analysis of legislation or proposed legislation prepared for the subgrantees and/or the general public, so long as it does not include a "call to action."
 - 6.8.2.6 Individuals employed by a subgrantee or connected in some other way may lobby in connection with legislation, as individuals, so long as (s)he does so on his or her own time and does not make use of federally funded subgrantee facilities.
- 6.8.3 Subgrantees **may not** conduct the following lobbying activities:
- 6.8.3.1 Attempt to influence the introduction, enactment, or modification of any Federal or State legislation through:
 - 6.8.3.1.1 Communications with Federal or State legislators or their staff
 - 6.8.3.1.2 Efforts to influence State or local officials to engage in similar lobbying activity.

- 6.8.3.1.3 Communications with government officials or employees in connection with a decision to sign or veto legislation.
 - 6.8.3.1.4 Urging members of the general public to lobby or take other action in connection with State or Federal legislation (“grass roots lobbying”).
 - 6.8.3.2 Subgrantees must keep records of lobbying expenditures, which should show appropriate, i.e., private, or unrestricted, funding sources to determine their allowability. Time logs need not be kept for any employee who engages in lobbying less than 25% of his or her time.
- 6.8.4 Subgrantees are also restricted from the use of both private and Federal funds for grant-related lobbying, i.e., any attempt to influence an officer or employee of a federal agency or member or employee of Congress, through a communication with or appearance of such person in connection with the awarding of any federal grant, contract, or loan.

7. PERSONNEL

7.1. CONTRACT PART II

- 7.1.1. The Subrecipient will provide the necessary personnel, facilities, supplies, equipment and/or related sources, and skills to accomplish the program described herein in accordance with the terms and conditions of this contract. All work and services required shall be performed by the Subrecipient or under the Subrecipient's supervision. All personnel engaged therein must be fully qualified and authorized under State and local law to perform such work and services.⁶
- 7.1.2. No person shall, on the ground of race, color, national origin, or sex, or on the ground of any other factor specified in any Federal Law prohibiting discrimination, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program, project or activity supported in whole or in part with financial assistance under the [Weatherization Assistance Act 42 USC § 6870](#). Other applicable Federal laws include those that prohibit discrimination on the basis of age (the [Age Discrimination Act of 1975, 42 USC §§ 6101](#), et seq.) or with respect to an otherwise qualified disabled individual as provided in Section 504 of the Rehabilitation Act of 1973 ([29 USC § 794](#)).⁷
- 7.1.3. Subrecipient shall, within limitations placed on such entities by State law, save harmless the State of Oklahoma, its agents, officers and employees from all claims and actions and all expenses defending same that are brought because of any injury or damage sustained by any person or property in consequence of any act or omission by Subrecipient. Subrecipient shall, within limitations placed on such entities by State law, save harmless the state of Oklahoma, its agents, officers and employees from any claim or amount recovered as a result of infringement of patent, trademark or copyright or from any claim or amounts arising or recovered under [Workers' Compensation Law](#) or any other law. In any agreement with any subcontractor or any agent for Subrecipient, Subrecipient will specify that such subcontractors or agents shall hold harmless the State of Oklahoma, its agents, officers, and employees for all the hereinbefore-described expenses, claims, actions, or amounts recovered. To the extent allowable by law, Subrecipient shall hold harmless ODOC, its agents, officers and employees from

⁶ Contract Part II, Section 4.E.

⁷ Contract Part II, Section 16.B.1.

any loss or injury sustained either directly or indirectly because of exposure to COVID-19 and shall indemnify ODOC of the same from any claims made by third parties.⁸

7.2. PURPOSE

7.2.1. The purpose of this policy is to ensure that the Subgrantee has necessary personnel policies and procedures in place to meet federal and state requirements.

7.3. PERSONNEL POLICIES

- 7.3.1. Subgrantees shall maintain personnel policies that include statements or policies on:
- 7.3.1.1. The prohibition of discrimination on the basis of race, color, national origin, age, gender, religion, familial status or disability;
 - 7.3.1.2. The prohibition on the receipt of gifts, services, or other compensation by employees from persons receiving benefits or services from the Subgrantee;
 - 7.3.1.3. Limitations on political activity;
 - 7.3.1.4. Who has accessibility to personnel files;
 - 7.3.1.5. What files are kept in personnel files that include but are not limited to: job description, pay adjustment authorizations, and application for employment;
 - 7.3.1.6. Certification of time and attendance reports or time sheets;
 - 7.3.1.6.1. If leave records and time sheets are maintained electronically, subgrantee personnel policies shall include the procedures to be utilized for employees to enter their time and leave and for the supervisory approval process.
 - 7.3.1.7. Different types of leave such as: annual leave, sick leave, family leave, military leave, leave without pay, and jury duty;
 - 7.3.1.8. All holidays to be observed by the Subgrantee;
 - 7.3.1.9. All other employee benefits;
 - 7.3.1.10. Employee categories such as full-time, probationary, etc.;
 - 7.3.1.11. Process for employee performance appraisal;
 - 7.3.1.12. The prohibition conflicts of interest and nepotism;
 - 7.3.1.12.1. Relatives signing contracts with the subgrantee prior to the election or selection of the Board Member, Executive Director, or appointing

⁸ Contract Part II, Section 17.A and B.

authority may complete the contracted obligation prior to termination. However, such contracts shall not be renewed.

7.3.1.12.2. Spouse of someone related to Board Member by marriage is eligible for employment.

7.3.1.12.3. Spouse of someone related to Board Member by blood is ineligible for employment.

7.3.1.12.4. "Children" includes adopted children and stepchildren are ineligible for employment.

7.3.1.13. The employment of persons with criminal records when the Subrecipient determines the criminal record does not disqualify the applicant for the position under consideration.

7.3.1.14. Whether salaries and benefits are consistent with prevailing local wage compensation practices, provided no employee shall receive less than minimum wage.

7.3.1.15. Travel and travel allowances for employees that conforms to Oklahoma Department of Commerce, Office of Community Development (ODOC)'s travel policies.

7.4. PERSONNEL FILES

7.4.1 The following records must be kept in each person's personnel files:

7.4.1.1 Employee time sheets documenting hours worked and identifying the amount of time spent on each program;

7.4.1.2 Leave records that fully account for all absences. If tracked or maintained electronically, records shall be provided upon request;

7.4.1.3 Job description(s);

7.4.1.4 pay adjustment authorizations;

7.4.1.5 Application for employment; and

7.4.1.6 Annual employee evaluations.

7.5. GRIEVANCE PROCEDURE

7.5.1 Personnel policies shall include a written description of procedures for the prompt review, impartial consideration, and equitable disposition of employee grievances. These procedures shall also include a policy that shall be used in the case of a grievance against the Subgrantee's Executive Director.

7.6. PERSONNEL CHANGES

7.6.1. Written notification (e-mail notification is acceptable) from Subgrantee management will be given to ODOC within fifteen (15) days any time one of the following positions is vacated or filled: Executive Director, Board Chair/President, Finance Director, Weatherization Program Manager, Weatherization Support Staff (such as administrative assistant or intake specialist), Energy Auditor, Retrofit Installer, Crew Leader, and Quality Control Inspector. In addition, if key weatherization personnel will be gone or unavailable for an extended amount of time, notification, in writing (e-mail is acceptable) will be given to ODOC.

7.7. JOB DESCRIPTIONS

7.7.1 The subgrantee must be committed to maintaining a workforce that demonstrates the values and visions of the program. Staff are made aware of the job skills, duties, values, and qualifications through Job Descriptions expectations. Current Job Descriptions must be maintained by the subgrantee and be placed in the employee's personnel file.

7.7.2. There must be one, separate job description for the following positions (it is possible for the job title to be different, but the position must be equivalent to the titles listed below), but not limited to:

7.7.2.1. Executive Director

7.7.2.2. Weatherization Director or Program Manager

7.7.2.3. Energy Auditor⁹

7.7.2.4. Quality Control Inspector¹⁰

7.7.2.5. Retrofit Installer¹¹

7.7.2.6. Crew Leader¹²

7.7.2.7. Intake Specialist or Administrator or some other position that is primarily responsible for application processing.

7.7.2.8. If a subgrantee subcontracts out one of the above positions, ODOC must be notified in writing and request approval prior to procurement of subcontractor.

⁹ See [Weatherization Energy Auditor Job Tasks Analysis](#) for Knowledge, Skills, and Abilities needed for position

¹⁰ See [Weatherization Quality Control Inspector Job Tasks Analysis](#) for Knowledge, Skills, and Abilities needed for position

¹¹ See [Weatherization Crew Leader Job Task Analysis](#) for Knowledge, Skills, and Abilities needed for position (includes Retrofit Installer as well as Crew Leader)

¹² See [Weatherization Crew Leader Job Task Analysis](#) for Knowledge, Skills, and Abilities needed for position.

- 7.7.3. Job descriptions must be reviewed by management at a minimum of every five years. The date of last review must be clearly documented on job description.
- 7.7.4. Any changes to the job description must be provided to all staff members that hold this current job title/position.
- 7.7.5. The following items must be included within all job descriptions:
 - 7.7.5.1. Job Title
 - 7.7.5.2. Qualifications
 - 7.7.5.3. Job Duty Requirements
 - 7.7.5.4. Education and Training
 - 7.7.5.5. Related Work Experience
 - 7.7.5.6. Designated Authority
 - 7.7.5.7. Hours of Work
 - 7.7.5.8. Salary Range
 - 7.7.5.9. Other Relevant Requirements

8. AFFIRMATIVE ACTION

8.1 CONTRACT PART II

8.1.1 No person shall, on the grounds of race, color, national origin, religion, gender, age, familial status, or disability, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program, project, or activity funded in whole or in part with funds made available by ODOC.¹³

8.2 PURPOSE

8.2.1. PLACEHOLDER

8.3. AFFIRMATIVE ACTION PLAN

8.3.2. Each Subgrantee shall submit annually to ODOC an Affirmative Action Plan that has been approved by its Board of Directors. The Affirmative Action Plan shall include the following:

8.3.2.1. Equal employment policy.

8.3.2.2. Responsibilities for Implementation.

8.3.2.3. Evaluation of previous efforts.

8.3.2.4. Established goals and timetables.

8.3.2.5. Identification of problem areas.

8.3.2.6. Procedures for dissemination of the Plan.

8.3.2.7. Internal evaluation procedures.

8.3.2.8. Grievance procedures.

8.3.2.9. Identification of the Equal Employment Opportunity (EEO) Officer. (Neither the Executive Director nor the Personnel Officer may serve as the EEO Officer.)

¹³ Contract Part II, Section 16.B.1.

9. PROGRAM OUTREACH

9.1 CONTRACT PART II

- 9.1.1. Any publication or other material produced as a result of this contract shall include in a prominent location, near its beginning, the following statement: *This (type of material) was financed in whole or in part by funds (from source in Part I) as administered by the Oklahoma Department of Commerce.*¹⁴
- 9.1.2. No material produced in whole or in part under this contract shall be subject to copyright in the United States or any other country. ODOC shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole, or in part, any reports, data, or other materials prepared under this contract.¹⁵

9.2 PURPOSE

- 9.2.1. PLACEHOLDER

9.3 DOE WAP OUTREACH

- 9.3.1. When promoting the Oklahoma WAP, Subgrantee publications and advertisements must include at least one statement that ODOC is the funding agency.¹⁶
- 9.3.2. All Subgrantees must conduct outreach during the contract year. Outreach efforts must be made to provide information regarding the nature and existence of the WAP program, eligibility requirements, submitting applications, and accessing the program. Outreach is essential so that all eligible households in each service area, including those with concentrations of minority groups or others that are not likely to apply without targeting outreach, are aware of the program. This may include outreach to neighborhoods or areas other than the one in which the Subgrantee is physically located.
- 9.3.3. It is recommended that Subgrantees have written protocols describing the following:
 - 9.3.3.1. types of outreach efforts and activities
 - 9.3.3.2. how often all service area counties are served (if not annually)
 - 9.3.3.3. client selection processes that address the demographics of their service area with specific reference to how they identify and serve

¹⁴ Contract Part II, Section 20.B.

¹⁵ Contract Part II, Section 20.A.

¹⁶ Contract Part II, Section 20.B.

- 9.3.3.4. owners,
- 9.3.3.5. renters, and
- 9.3.3.6. populations with special needs.

9.3.4. Subgrantees must ensure that outreach information on the WAP is readily available at all local human services and governmental agencies serving low-income persons. within their service area WAP staff must ensure that the staff of those agencies working with persons with disadvantaged backgrounds are familiar with the WAP. Subgrantees need to have an adequate number of clients available in order to provide WAP services to the number of dwelling units projected for any given year. In areas of the state where Subgrantees have a difficult time obtaining enough clients to fulfill their contractual commitment to ODOC, outreach for clients will play an essential role. In cases where outreach fails to produce an adequate number of clients, ODOC is committed to working with the Subgrantee and adjoining Subgrantees to consider other possibilities for outreach or the provision of services in that area. Outreach efforts should be aimed at other public and private organizations providing similar services as well as directly to the public through various types of public service announcements.

9.3.5. Subgrantee Outreach costs may be charged to Administration or Office Supplies.

9.4 DHS LIHEAP Weatherization Outreach

9.4.1. Requirements can be found at 50.4.

10. CLIENT EDUCATION

10.1 CONTRACT PART II

10.1.1. The Subgrantee will comply with the requirements of the Department of Energy (DOE) Weatherization Program [Notice 22-7 Weatherization Health and Safety Guidance](#) or newer guidance if available.¹⁷

10.2. PURPOSE

10.2.1. PLACEHOLDER

10.3. CLIENT NOTIFICATION OF ELIGIBILITY

10.3.1. Clients who have completed the application process for weatherization services must receive written notice from the Subgrantee within 30 days of their completed application that they are:

10.3.1.1. Approved for weatherization and placed on the waitlist, with the current approximate waiting period;

10.3.1.2. Required to recertify their income for eligibility if they remain on the waitlist for a period of 12 months or longer before they can receive services; or

10.3.1.3. They are not eligible for weatherization services and the reasons for denying or deferring eligibility.

10.4. CLIENT HEALTH & SAFETY EDUCATION¹⁸

10.4.1. Client education is required anytime a Health and Safety (H&S) issue is noted in a home, during weatherization work as appropriate, and for each QCI closing out a WX home.

10.4.2. All client Health and Safety Education must be documented on [Form 25 – the Client H&S Checklist](#).

10.4.3. All clients must be provided the [ODOC Client Education H&S Booklet](#) and educated on identified issues in their home. It is not sufficient to simply hand clients the booklet. Verbal and visual education must also be provided for all identified issues and those issues must also be marked on [Form 25](#).

10.5. OTHER TYPES OF CLIENT EDUCATION

10.5.1. Client education is an effective method of improving the impact of any WAP measures. These efforts include fact sheets, brochures, the ODOC WAP website, and one-on-one contact.

¹⁷ Contract Part II, Section 6.N.

¹⁸ See State Plan Page 14

Subgrantees play a vital role in expanding client education activities at the local level. Local activities include, but are not limited to:

- 10.5.1.1. client workshops;
- 10.5.1.2. providing Energy Saver or the Health & Safety Booklets;
- 10.5.1.3. client interviews;
- 10.5.1.4. instructions when auditing and quality control inspecting the home;
- 10.5.1.5. providing both verbal and written information about major measures and when refusal of measures (such as removal of an unvented heater or installation of ASHRAE ventilation) will lead to the deferral of the home;
- 10.5.1.6. explanation of information found in the [Lead and Mold EPA](#) pamphlets;
- 10.5.1.7. local newspaper articles; and
- 10.5.1.8. radio and television spots.
- 10.5.1.9. Additional examples of on-site client education include
 - 10.5.1.9.1. demonstrating to the client basic energy efficiency education
 - 10.5.1.9.2. how to properly operate appliances installed such as ventilation fans or changing furnace/air conditioner filters; or
 - 10.5.1.9.3. how to access their warranty information.

11. CONTRACT MANAGEMENT

11.1 CONTRACT PART II

- 11.1.1. The Subgrantee Recipient expressly agrees to be solely responsible to ensure that the use of monies received under this contract complies with all Federal, State, and local statutes, regulations and other legal authority, including ODOC policies and procedures that affect the use of said monies. The Subrecipient recognizes that it is responsible for assuring financial and programmatic compliance by its subcontractors.¹⁹
- 11.1.2. Except as otherwise provided in this contract, the work and services to be performed and the total contract amount may be modified only upon following the process required by ODOC in accessing the OKGrants system.²⁰
- 11.1.3. Revisions to the contract and the approved budget, which is a part of this contract, must follow the process required by ODOC in accessing the OKGrants system.²¹
- 11.1.4. The Subrecipient agrees to perform those duties, obligations and representations contained in its application and to be bound by the provisions of its application and all amendments thereto which were submitted to and accepted by ODOC in contemplation of this contract, said application being incorporated herein and made a part hereof by reference. Any conflict between said application and the provisions of this contract shall be controlled by Part II of this contract.²²

11.2. PURPOSE

- 11.2.1. PLACEHOLDER

11.3. CONTRACT MANAGEMENT

- 11.3.1. PLACEHOLDER

11.4. MODIFICATIONS PROCESSED BY AGENCY

- 11.4.1. PLACEHOLDER

11.5. MANAGEMENT PLAN & NUMBER OF UNITS

- 11.5.1. PLACEHOLDER

¹⁹ Contract Part II, Section.16.A.

²⁰ Contract Part II, Section 2.B.

²¹ Contract Part II, Section 2.C.

²² Contract Part II, Section 4.A.

11.6. BUDGET REVISIONS

- 11.6.1. In accordance with [2 C.F.R. 200](#) as applicable, Subgrantees are required to report deviations from budget and program plans as well as request prior approvals for budget and program plan revisions.
- 11.6.2. Contracts with the Oklahoma Department of Commerce (ODOC) require that revisions in work program activities which result in revisions to the budget line items of (+) or (-) 10% shall be submitted for approval by authorized staff.
- 11.6.3. Subgrantees shall request prior approval from ODOC for one or more of the following program or budget related reasons:
 - 11.6.3.1. If expenditures year to date will change a line-item budget of \$1,000 or more by +/- 10%, a revised budget is required.
 - 11.6.3.2. If the line-item budget is at or under \$1,000 and expenditures year to date are more than 50% of the budget line item, a revised budget is required.
 - 11.6.3.3. If there is a change in the management plan (even if there is no associated budget revision requiring prior approval), a contract modification is required.
 - 11.6.3.4. If there is a change in a key person(s) specified in the application or award document see Requirement 7.6.1 for more guidance.
 - 11.6.3.5. If the budget includes costs that require prior approval, in accordance with [2 C.F.R. 200](#) is applicable, the Subgrantee shall submit the request in writing via email to their assigned Energy Project Specialist.
 - 11.6.3.6. If the agency wants to transfer funds allotted for training allowances (i.e., direct payment to trainees) to other categories of expense, a budget revision is required.
 - 11.6.3.7. Unless described in the application and funded in the approved awards, the sub award transfer or contracting of any work under an award must receive prior written approval of ODOC. This provision does not apply to the purchase of supplies, material, equipment, or general support services.
- 11.6.4. Budgets and contracts may not be revised after the end of the contract period.

12. CLIENT FILE DOCUMENTATION: PAPER DATA MANAGEMENT

12.1. CONTRACT PART II

12.1.1. Subgrantee Recipients shall maintain documents and records as required by ODOC to demonstrate compliance with applicable regulations. All records and accounts shall be made available on demand to ODOC, its agents and designees, for inspection and use in carrying out its responsibilities for administration of the funds.²³

12.2. HARD COPY CLIENT FILES & STORAGE PROCEDURES

12.2.1. See Requirement 14 - Required Forms for all required client file forms that are to be maintained within each client file.

12.2.2. Client files may be kept electronically or in hard copy form. However, both types of client files must comply with either Requirement 12 or 13.²⁴

12.2.3. The Subgrantee must maintain separate client files for each funding source contract (DOE WAPBIL, WAP, and DHS LIHEAP)

12.2.4. All client files must be identified by a job number. The job number must be eleven characters in length and comply with the following format:

12.2.4.1. ___ Funding Source (DOE or DHS), ___ Program Year (last two digits of the year), ___ First Letters of County²⁵, ___ planned number of home to be weatherized this program year (fill in blanks with leading zeros).

EXAMPLES:

- **DOE18CLE001** [DOE 18 Funds, Cleveland County, 1st home for all service area (not for a specific county) to be completed this PY]
- **DHS19OKL050** [DHS 19 Funds, Oklahoma County, 50th home for all service area (not a specific county) to be completed this PY]

12.3. PHOTO DOCUMENTATION

12.3.1. Photo documentation is required to be a part of the Client File.

12.3.1.1. Photos may be stored on CDs, jump drives, electronically and/or printed.

12.3.1.2. Photos must be **in full color, in focus, clearly distinguishable, labeled** (either as the date the photo was taken or as “before,” “after,” or “during”), **and organized**. For those homes that are to be reviewed by the State Technical Officer, one photo for

²³ Contract Part II, Section 10.A.

²⁴ [200 CFR 200.335](#)

²⁵ Insert footnote of “Except for Woodware, which should be identified as WWD

each measure must be labeled by the NEAT or MHEA Index Numbers (on the Recommend Measure Report) and uploaded to the appropriate area in the QA Monitoring Report upload section.

- 12.3.1.3. Photos should be easily accessible for any client file pulled and should be a part of any file request, including files requested by ODOC's State Technical Officer.
- 12.3.1.4. Before/During/After photo documentation of the following is required:
 - 12.3.1.4.1. All completed weatherization work that was prescribed by NEAT and/or MHEA or required for Health and Safety reasons.
 - 12.3.1.4.2. All items that were not specifically required by NEAT and/or MHEA, such as incidental repairs or items involving extenuating circumstances.
 - 12.3.1.4.3. All lead safe work procedures.
- 12.3.1.5. A complete list of all required technical photo documentation required for each home and energy audit can be found in the [Energy Audit Manual – 2.1.4.](#)

12.4. CONFIDENTIALITY

- 12.4.1. Sensitive data shall not be used to name files or folders. Faxing or transmitting original or copies of SSN cards, Driver's Licenses, Identification Cards or any Tier One Data is prohibited.
 - 12.4.1.1. Tier One sensitive data includes:
 - 12.4.1.1.1. SSNs by themselves or in combination with any PII (including date of birth, names, address, phone number, fuel account number and name, and income information).
 - 12.4.1.1.2. The combination of date and birth and name without an SSN.
 - 12.4.1.2. Tier Two sensitive data includes:
 - 12.4.1.2.1. PII elements that may be needed to complete effective business communications in support of the program (name, address, phone number, fuel account information, and income information).
 - 12.4.1.3. Subgrantees and their contractors shall limit the use and exchange of sensitive data to the minimum required to conduct program business effectively.

13. CLIENT FILE DOCUMENTATION: ELECTRONIC DATA MANAGEMENT

13.1. CONTRACT PART II

13.1.1. Subgrantee Recipients shall maintain documents and records as required by ODOC to demonstrate compliance with applicable regulations. All records and accounts shall be made available on demand to ODOC, its agents and designees, for inspection and use in carrying out its responsibilities for administration of the funds.²⁶

13.2. ELECTRONIC CLIENT FILES & STORAGE PROCEDURES

13.2.1. See Requirement 14 - Required Forms for all required client file forms that are to be maintained within each client file.

13.2.2. Client files may be kept electronically or in hard copy form. However, both types of client files must comply with this Requirement 12 or 13.²⁷

13.2.3. Electronically maintained client files must be provided to ODOC in a remotely accessible format upon ODOC request.

13.2.4. The Subgrantee must maintain separate client files for each funding source contract (DOE WAPBIL, WAP, and DHS LIHEAP)

13.2.5. All client files must be identified by a job number. The job number must be eleven characters in length and comply with the following format:

13.2.5.1. ___ Funding Source (DOE or DHS), ___ Program Year (last two digits of the year), _ First Letters of County²⁸, ___ planned number of home to be weatherized this program year (fill in blanks with leading zeros).

EXAMPLES:

- **DOE18CLE001** [DOE 18 Funds, Cleveland County, 1st home for all service area (not for a specific county) to be completed this PY]
- **DHS19OKL050** [DHS 19 Funds, Oklahoma County, 50th home for all service area (not a specific county) to be completed this PY]

13.3. PHOTO DOCUMENTATION

13.3.1. Photo documentation is required to be a part of the Client File.

13.3.1.1. Photos may be stored on CDs, jump drives, electronically and/or printed.

²⁶ Contract Part II, Section 10.A.

²⁷ [200 CFR 200.335](#)

²⁸ Insert footnote of "Except for Woodware, which should be identified as WWD

- 13.3.1.2. Photos must be **in full color, in focus, clearly distinguishable, labeled** (either as the date the photo was taken or as “before,” “after,” or “during”), **and organized**. For those homes that are to be reviewed by the State Technical Officer, one photo for each measure must be labeled by the NEAT or MHEA Index Numbers (on the Recommend Measure Report) and uploaded to the appropriate area in the QA Monitoring Report upload section.
- 13.3.1.3. Photos should be easily accessible for any client file pulled and should be a part of any file request, including files requested by ODOC’s State Technical Officer.
- 13.3.1.4. Before/During/After photo documentation of the following is required:
 - 13.3.1.4.1. All completed weatherization work that was prescribed by NEAT and/or MHEA or required for Health and Safety reasons.
 - 13.3.1.4.2. All items that were not specifically required by NEAT and/or MHEA, such as incidental repairs or items involving extenuating circumstances.
 - 13.3.1.4.3. All lead safe work procedures.
 - 13.3.1.5. A complete list of all required technical photo documentation required for each home and energy audit can be found in the [Energy Audit Manual – 2.1.4.](#)

13.4. FILE TRANSFER PROTOCOLS

- 13.4.1. PLACEHOLDER

13.5. WAPLINK DATABASE

- 13.5.1. PLACEHOLDER

13.6. CONFIDENTIALITY

- 13.6.1. Sensitive data shall not be used to name files or folders. Faxing or transmitting original or copies of SSN cards, Driver’s Licenses, Identification Cards or any Tier One Data is prohibited.
 - 13.6.1.1. Tier One sensitive data includes:
 - 13.6.1.1.1. SSNs by themselves or in combination with any PII (including date of birth, names, address, phone number, fuel account number and name, and income information).
 - 13.6.1.1.2. The combination of date and birth and name without an SSN.
 - 13.6.1.2. Tier Two sensitive data includes:
 - 13.6.1.2.1. PII elements that may be needed to complete effective business communications in support of the program (name, address, phone number, fuel account information, and income information).

13.6.1.3. Subgrantees and their contractors shall limit the use and exchange of sensitive data to the minimum required to conduct program business effectively.

13.7. OKGRANTS

13.7.1. PLACEHOLDER

13.8. WEATHERIZATION ASSISTANT 8.9

13.8.1. PLACEHOLDER

14. REQUIRED FORMS

14.1. CONTRACT PART II

- 14.1.1. Where structurally feasible, blower door testing shall be performed on all units before and after the weatherization is completed. Pre- and post-diagnostic readings shall be documented in the client file.²⁹
- 14.1.2. Subrecipients must establish procedures to ensure that clients meet eligibility requirements and that units are a reasonable candidate for weatherization, as per the ODOC Weatherization Program Operations Manual.³⁰
- 14.1.3. Subrecipients shall maintain documents and records as required by ODOC to demonstrate compliance with applicable regulations. All records and accounts shall be made available on demand to ODOC, its agents and designees, for inspection and use in carrying out its responsibilities for administration of the funds.³¹
- 14.1.4. The Subrecipient shall maintain records and accounts, including property, personnel, and financial records, that properly document and account for all contract funds. Specific types and forms of records are required by the ODOC Weatherization Operations Manual previously received by the Subrecipient. The Manual is hereby annexed and incorporated and made a part of this contract. The Manual may be amended during the current contract year by ODOC. All amendments shall be based on changes in Federal and State laws or regulations and shall be emailed to the Subrecipient.³²

14.2. PROCEDURES

- 14.2.1 Subgrantees shall maintain, in each client file, the standardized ODOC approved forms or required documents that are listed in the order of the Client File Checklist [\[Form 39\]](#). Any forms or documents not applicable do not have to be included in the file if the required Form is marked N/A on [Form 39](#). ODOC does **not** allow modified forms to be used for weatherization.
 - 14.2.1.1 Beginning no later than January 13, 2020, all agencies must begin using the following new required client file forms. Agencies must begin using each form by the listed effective date in Table 1 (see section 14.2).
 - 14.1.1.1.1. The Energy Audit Checklist [\[Form 45\]](#) must be completed for all homes that receive an energy audit – both mobile and site built. The

²⁹ Contract Part II, Section 6.D.

³⁰ Contract Part II, Section 6.A.

³¹ Contract Part II, Section 10.A.

³² Contract part II, Section 10.F.

Energy Auditor that completed the Energy Audit and Quality Control Inspector that conducted the final inspection must complete this form.

14.1.1.1.2. The Site Built Home Energy Audit Data Collection Form [[Form 28A](#)] must be completed for all Site Built Energy Audits

14.1.1.1.3. The Mobile Home Energy Audit Data Collection Form [[Form 28B](#)] must be completed for all Mobile Home Energy Audits

14.1.1.2. Subgrantee Recipients will have a 30-day grace period to implement any new or updated ODOC forms, after the effective date listed on the form, as listed under Table 1, 14.2 below. Implementation is required for new clients or new forms completed for the first time during the 30-day grace period, not retroactively.

14.1.2 All required forms must be fully completed (in other words, all form fields and boxes must be filled out in their entirety) given what is appropriate for each home.

14.2. TABLE 1: FORM VERSION EFFECTIVE DATES & LINKS

Form Number	Form Name	Effective Date
Attachment 35	Renovate Right Pamphlet	September 1, 2018
Form 22	Client Application	December 1, 2020
Form 22B	COVID Client Questionnaire	April 1, 2022
Form 23	Priority Points	September 1, 2018
Form 24	Denial Letter	April 1, 2018
Form 25	H&S Education Checklist	September 1, 2018
Form 26	DOE BWR	December 1, 2020
Form 27	DHS LIHEAP BWR	December 1, 2020
Form 28A	Energy Audit Data Collection (S)	January 13, 2020
Form 28B	Energy Audit Data Collection (M)	January 13, 2020
Form 29	Rental Agreement	April 1, 2017
Form 30	Occupant Agreement	April 1, 2017
Form 31	Hazard Materials Disposal	September 1, 2018
Form 32	Mold Disclosure	September 1, 2018
Form 33	Deferral Letter	September 1, 2018
Form 34	Certification of Zero Income	April 1, 2017
Form 35	Client Satisfaction	September 1, 2018
Form 37	Historical Identification Form	N/A (a SHPO form)
Form 39	Client File Checklist	April 1, 2022
Form 40	OTJ Progress Log	April 1, 2017
Form 42	Lead Safe Test	April 1, 2017
Form 43	Renovation Record Keeping	April 1, 2017
Form 44	Quality Control Report	September 1, 2018
Form 45	Energy Audit Checklist	January 13, 2020
Form 46	Insulation Summary Sheet	April 1, 2017
Form 48	Warranties	September 1, 2018

15. RECORDS RETENTION

15.1 CONTRACT PART II

- 15.1.1. Subrecipients shall maintain documents and records as required by ODOC to demonstrate compliance with applicable regulations. All records and accounts shall be made available on demand to ODOC, its agents and designees, for inspection and use in carrying out its responsibilities for administration of the funds.³³
- 15.1.2. The Subrecipient shall retain all books, documents, papers, records, and other materials involving all activities and transactions related to this contract for at least three (3) years from the date of submission of the final expenditure report or until all audit findings have been resolved, whichever is later, or as otherwise stated by law.³⁴

15.2 PROCEDURES

- 15.2.1. Financial records, supporting documents, statistical records, and all other records pertinent to an award shall be retained for a period of three years from the date of submission of the final expenditure report. For awards that are renewed quarterly or annually, the retention date begins from the date of the submission of the quarterly or annual financial report, as authorized by the Federal awarding agency. The only exceptions are the following:
 - 15.2.1.1. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings have been resolved and final action taken.
 - 15.2.1.2. Records for real property and equipment acquired with Federal funds shall be retained for three years after final disposition.
 - 15.2.1.3. When records are transferred or maintained by the Federal awarding agency, the three-year retention requirement is not applicable to the recipient.
 - 15.2.1.4. Indirect cost rate proposals, cost allocation plans, and other areas specified below (15.2.6).
 - 15.2.1.5. The retention period can be longer based upon advice of legal counsel or professional accountants or auditor.
- 15.2.2. Copies of the original records may be substituted for the original records if authorized by the Federal awarding agency.

³³ Contract Part II, 10.A.

³⁴ Contract Part II, 10.F.

- 15.2.3. The Federal awarding agency shall request the transfer of certain records to its custody from Subrecipient when it has that the records possess long term retention value. However, to avoid duplicate recordkeeping, a federal awarding agency may make arrangements for Subrecipient to retain any records that are continuously needed for joint use.
- 15.2.4. The Federal awarding agency, the Inspector General, Comptroller General of the United States, or any of their duly authorized representatives, have the right of timely and unrestricted access to any books, documents, papers, or other records of recipients that are pertinent to the award, in order to make audits, examinations, excerpts, transcripts and copies of such documents. This right also includes timely and reasonable access to a Subrecipient's personnel for the purpose of interview and discussion related to such documents. The rights of access are not limited to the required retention period but shall last as long as records are retained.
- 15.2.5. Unless required by statute, no Federal award agency shall place restrictions on recipients that limit public access to the records of recipients that are pertinent to an award, except when the Federal awarding agency can demonstrate that such records shall be kept confidential and would have been exempted from disclosure pursuant to the Freedom of Information Act ([5 U.S.C. 552](#)) if the records had belonged to the Federal awarding agency.
- 15.2.6. Indirect cost rate proposals, cost allocation plans, (15.2.6.1. and 15.2.6.2.) below apply to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
- 15.2.6.1. If submitted for negotiation - If the recipient submits to the Federal awarding agency or the subrecipient submits to the recipient the proposal, plan, or other computation to form the basis for negotiation of the rate, then the three-year retention period for its supporting records starts on the date of such submission.
- 15.2.6.2. If not submitted for negotiation - If the recipient is not required to submit to the Federal awarding agency or the subrecipient is not required to submit to the recipient the proposal, plan, or other computation for negotiation purposes, then the three-year retention period for the proposal, plan or other computation and its supporting records starts at the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

16. PERFORMANCE MANAGEMENT (ROMA)

16.1 PLACEHOLDER

17. UNIQUE ENTITY IDENTIFIER

17.1 CONTRACT PART II

17.1.1 Pursuant to [2 CFR 200.331](#)- All pass-through entities must:³⁵

17.1.1.1 Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

17.1.1.1.1 Federal Award Identification

17.1.1.1.2 Subrecipient name (which must match the name associated with its unique entity identifier);

17.1.1.1.3 Subrecipient's unique entity identifier;

17.1.1.1.4 Federal Award Identification Number (FAIN);

17.1.1.1.5 Federal Award Date (see [§200.39](#) Federal award date) of award to the recipient by the Federal agency;

17.1.1.1.6 Subaward Period of Performance Start and End Date;

17.1.1.1.7 Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;

17.1.1.1.8 Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;

17.1.1.1.9 Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;

17.1.1.1.10 Federal award project description, as required to be responsive to the [Federal Funding Accountability and Transparency Act](#) (FFATA);

17.1.1.1.11 Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Passthrough entity;

17.1.1.1.12 CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;

³⁵ Contract Part II, Section 5.

17.1.1.1.13 The rest of Section 200.332 is herein incorporated by reference:
[eCFR :: 2 CFR 200.332](#)-- Requirements for pass through entities.³⁶

17.2 PURPOSE

17.2.1. The purpose of this requirement is to ensure that all Subgrantees are in compliance with [Uniform Grant Guidance](#).

17.3 REQUIREMENTS

17.2.1. ODOC must confirm that all Subgrantees have not been debarred, suspended, or other exclusions from or ineligible for participation in Federal programs or activities.

17.2.2. All subgrantees must obtain and maintain their Unique Entity Identifier (UEI) at [SAM.gov](#).

17.2.3. ODOC will confirm UEI eligibility during each weatherization contract application period.

17.2.4. Any external contracts made with an agency shall be made only with responsible bidders/vendors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. [2 CFR 215.13](#) requires that no subaward or contract be made with certain parties that are debarred, suspended, or other excluded from or ineligible for participation in Federal programs or activities.

17.2.4.1. To comply with this requirement, Subgrantees must exercise due diligence prior to entering into a final obligation. The Subgrantees must assure that the proposed contractor is eligible to receive Federal funds. This can be completed by searching for the proposed contractor at [SAM.gov](#) using their vendor name or by using the UEI number. An agency can also pull the Exclusions Extract within [SAM.gov](#).

17.2.4.2. The Subgrantee must retain evidence within their files that due diligence was performed to ensure the proposed contractor was able to be paid with Federal funds. This will be verified by ODOC during annual monitoring.

³⁶ Contract Part II, 5.A.

CLIENT ELIGIBILITY

18. APPLICATIONS

18.1. CONTRACT PART II

- 18.1.1 The Subrecipient agrees to perform those duties, obligations and representations contained in its application and to be bound by the provisions of its application and all amendments thereto which were submitted to and accepted by ODOC in contemplation of this contract, said application being incorporated herein and made a part hereof by reference. Any conflict between said application and the provisions of this contract shall be controlled by Part II of this contract.³⁷
- 18.1.2 The Subrecipient shall comply with [2 CFR 200](#), except as directed by ODOC, as they relate to the application, acceptance, and use of Federal funds and with ODOC requirements pursuant thereto.³⁸
- 18.1.3 The Subrecipient will conduct an exclusion/debarment check on all individuals or companies hired, at any price threshold, to perform any services paid with this contract.³⁹
- 18.1.4. The Subrecipient certifies it will require certification from Subrecipients that neither the sub-Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any proposal submitted as required by [24 CFR, Part 570.489](#).⁴⁰
- 18.1.5. The Subrecipient shall comply with [2 CFR 200](#) and [CFR 910](#), as applicable, except as directed otherwise by ODOC as they relate to the application, acceptance, and use of Federal funds, and with ODOC requirements pursuant thereto.⁴¹

18.2. PURPOSE

18.2.1. PLACEHOLDER

³⁷ Contract II, 4.A.

³⁸ Contract Part II, 8.B.

³⁹ Contract Part II, 8.B.1.

⁴⁰ Contract Part II, 8.B.2.

⁴¹ Contract Part II, 8.C.

19. INCOME ELIGIBILITY

19.1. CONTRACT PART II

19.1.1. Subrecipients must establish procedures to ensure that clients meet eligibility requirements and that units are a reasonable candidate for weatherization.⁴²

19.2. PURPOSE

19.2.1. Annually, the DOE WAP releases guidance on how to determine income eligibility levels in a WPN. ODOC is taking [DOE's WPN 22-3](#) and adopting it into its own WPN, not only to reiterate the DOE eligibility levels, but to also clarify the eligibility levels for DHS/LIHEAP and how a Subgrantee must document proof of eligibility in the client file. Many policies DOE defers to the state to develop. For example, the method of calculating annualized income is to be determined by the Grantee, along with the method of determining re-certification of income. The purpose of this policy is to ensure that the Oklahoma Weatherization Program benefits low-income persons, particularly the elderly, disabled, and families with young children, as prioritized by our funders. Under DOE regulations, states or Grantees must set eligibility requirements for participation in the WAP at 200 percent of the Federal Office of Management and Budget poverty level [[ODOC WPN 22-4, Attachment A](#)]. DHS LIHEAP has also authorized Oklahoma approval to use these poverty guidelines for their weatherization funding as well.

19.3 GENERAL PROCEDURES

19.3.1. During the application process, Subgrantees must review the income supporting documentation for each household (the applicant and all occupants over the age of 18) and determine whether the applicant household is eligible through at least one of the following methods below (19.3.1.1 through 19.3.1.4). Income means Cash Receipts earned and/or received by the applicant before taxes during applicable tax year(s) but not the Income Exclusions (see 19.3.6 listed below in) Gross Income is to be used, not Net Income.

19.3.1.1. **TRADITIONAL ELIGIBILITY (ELIGIBILITY DETERMINED BY AGENCY).**

19.3.1.1.1. Review each application to verify if a household, the applicant, and all occupants over the age of 18, are at or below 200 percent (200%) of the poverty level (see [Income Guidelines](#)). Qualified supporting income documentation, which must be kept in the client file, includes, at a minimum:

⁴² Contract Part II, 4.I.

19.3.1.1.2. At least 3 months (or more) of income supporting documentation from the past applicable tax year. See Section 5 for a list of eligible income documentation, and how to annualize income. Section 3 explains how to “annualize income”.

19.3.1.1.3. Twelve months of actual income documentation.

19.3.1.2. **CATEGORICAL ELIGIBILITY (ELIGIBILITY DETERMINED BY OUTSIDE AGENCY/PROGRAM).**

19.3.1.2.1. If an applicant or occupant has been determined eligible for another government or state low-income family program and can produce supporting documentation verifying their qualification for this program within the last 12 months, a Subgrantee may accept any document used to determine eligibility as evidence of client eligibility for the WAP program. This third-party eligibility documentation must be kept in the client file. Here is a list of programs currently allowed:

19.3.1.2.1.1. [Low Income Home Energy Assistance Program – Utility Assistance.](#)

19.3.1.2.1.2. [U.S. Department of Housing and Urban Development](#) – “means tested programs” All HUD means-tested programs are categorically income eligible per [DOE WPN 22-5](#).

19.3.1.2.1.3. [HUD Section 8](#) or Public Housing.

19.3.1.2.1.4. [HUD Vouchers.](#)

19.3.1.2.1.5. [HUD – VASH Vouchers](#) (VA Supportive Housing).

19.3.1.2.1.6. [Low-Income Housing Tax Credit.](#)

19.3.1.2.1.7. [HUD Multi-family Assisted Properties.](#)

19.3.1.2.1.8. [Lead Hazard Control & Healthy Homes Program](#) (OLHCHH).

19.3.1.2.1.9. [HOME Investment Partnerships Program](#) (HOME).

19.3.1.2.1.10. [Community Development Block Grants](#) (CDBG).

19.3.1.2.1.11. [Social Security Act, Title IV](#) – Grants to States for Aid and Services to Needy Families with Children and for Child Welfare Services.

19.3.1.2.1.12. [Social Security Act Title XVI](#) – Supplemental Disability Security Income.

19.3.1.3. **SELF CERTIFICATION**

19.3.1.3.1. Once all avenues of documenting income are exhausted, self-certification, using ODOC's Certification of Zero Income [[Form 34](#)] is allowable. A notarized statement signed by the potential applicant indicating that the applicant has no other proof of income must be kept in the client file.

19.3.1.4. **ANNUALIZATION OF INCOME**

19.3.1.4.1. Where an applicant cannot provide income verification for the entire 12 months of an applicable tax year, their partial income and supporting documentation (minimum of 3 months) may be annualized to determine eligibility.

19.3.1.4.2. Applicant must provide at 3 months of qualified supporting documentation.

19.3.1.4.3. Subgrantee calculates as follows: 12 months / _____ months of documentation = multiplier X sum of income provided = annualized income

19.4. **INCOME RECERTIFICATION**

19.4.1. If an applicant pulled from the wait list has an application completion date 12 months or older (from the date of planned energy audit), the application must be income recertified and eligibility redetermined. Recertification must be documented on the application [[Form 22](#)], by either:

19.4.1.1. Writing in the new verified income and referencing the new supporting documentation with a staff initial and date OR

19.4.1.2. Verifying previous income is still current with a staff initial and date.

19.4.2. It is not necessary for a Subgrantee to have the applicant complete a new application simply for the purposes of income recertification. A new application is only necessary when the application has been updated for other policy reasons.

19.5. **QUALIFIED SUPPORTING DOCUMENTATION**

19.5.1. The Subgrantee must keep copies of all supporting income documentation in the client file.

19.5.2. Bank Statements

19.5.3. Paycheck Stubs that indicated gross income

19.5.4. Only one (1) paycheck stub is necessary if it shows year to date paid.

- 19.5.5. W-2s
- 19.5.6. Receipts from a Person's own Business or from an Owned or Rented Farm after Deduction for Business or Farm Expenses.
- 19.5.7. Check stubs from certain court ordered payments or federal or state programs
- 19.5.8. Royalty statements
- 19.5.9. Estate or Trust Receipts
- 19.5.10. Lottery Winnings documentation
- 19.5.11. Retirement Check stubs
- 19.5.12. Tax Return
- 19.5.13. A dated letter from the Veteran's administration indicating the current amount of assistance
- 19.5.14. Applicants who perform miscellaneous "odd jobs" such as shoveling snow should show documents to support this income with a certified listing of type and date of jobs performed, names and addresses of persons for whom work has been done, and payments received. Grantees may ask such applicants to provide checking, savings, or other bank records or bankbooks to verify the applicant's income statements or tax return.
- 19.5.15. Self-employed individuals must provide documentation of self-employment (current IRS tax returns).

19.6. INCOME INCLUSIONS (CASH RECEIPTS)

- 19.6.1. Money, wages and salaries before any deductions;
- 19.6.2. Net receipts from non-farm or farm self-employment (receipts from a person's own business or from an owned or rented farm after deductions for business or farm expenses);
- 19.6.3. Regular payments from social security, railroad retirement, unemployment compensation, strike benefits from union funds, worker's compensation, veteran's payments, training stipends, alimony, and military family allotments;
- 19.6.4. Private pensions, government employee pensions (including military retirement pay), and regular insurance or annuity payments
- 19.6.5. Dividends and/or interest;
- 19.6.6. Net rental income and net royalties;
- 19.6.7. Periodic receipts from estates or trusts;
- 19.6.8. Net Gambling or lottery winnings
- 19.6.9. INCOME EXCLUSIONS
- 19.6.10. Capital gains;
- 19.6.11. Any assets drawn down as withdrawals from a bank;

- 19.6.12. Money from the sale of a property, house or car;
- 19.6.13. One-time payments from a welfare agency to a family or person who is in temporary financial difficulty;
- 19.6.14. Tax refunds, gifts, loans or lump-sum inheritances;
- 19.6.15. One-time insurance payments, or compensation for injury;
- 19.6.16. Non-cash benefits, such as the employer-paid or union-paid portion of health insurance;
- 19.6.17. Employee fringe benefits, food or housing received in lieu of wages;
- 19.6.18. The value of food and fuel produced and consumed on farms;
- 19.6.19. The imputed value of rent from owner-occupied nonfarm or farm housing;
- 19.6.20. Depreciation for farm or business assets;
- 19.6.21. Federal noncash benefit programs as Medicare, Medicaid, food stamps, school lunches and housing assistance;
- 19.6.22. Combat zone pay to the military;
- 19.6.23. Child support (as defined in [DOE WPN 22-3](#))
- 19.6.24. Reverse mortgages;
- 19.6.25. Payment for care of foster children and
- 19.6.26. College scholarships.

20. SINGLE FAMILY & MOBILE HOME BUILDING ELIGIBILITY

20.1. CONTRACT PART II

- 20.1.1 Subrecipients must establish procedures to ensure that clients meet eligibility requirements and that units are a reasonable candidate for weatherization, as per the ODOC Weatherization Program Operations Manual.⁴³

20.2. BUILDING ELIGIBILITY

20.2.1. Single-Family Dwelling Units

- 20.2.1.1. Be occupied by an eligible household prior to the start of any weatherization activities.
- 20.2.1.2. Have not been previously weatherized (in the last 15 years for DOE WAP or since January 1, 2010, for DHS LIHEAP).
- 20.2.1.3. Have written permission from the owner/landlord prior to the start of any weatherization activities, including the energy audit or initial assessment.

20.2.2. Rental Units

- 20.2.2.1. The subgrantee may weatherize a building containing rental dwelling units where:
 - 20.2.2.1.1 The subgrantee has obtained the written permission of the owner or owner's agent;
 - 20.2.2.1.2 The subgrantee has established procedures for dwellings consisting of a rental unit or units to ensure that:
 - 20.2.2.1.3. The benefits of weatherization assistance in connection with such rental units, including units where the tenants pay for their energy through their rent, will accrue primarily to the low-income tenants residing in such units;
 - 20.2.2.1.4. For a reasonable period of time, which is defined as a period of three 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;

⁴³ Contract Part II, 6.A.

20.2.2.1.5. Demonstrably related to matters other than Weatherization work performed is defined as increases in the Fair Market Value of rental units, an increase in property taxes, or increases in utilities paid by the owner, in excess of 25% per year. Any increases should be split equally between all units in the building.

20.2.2.1.6. Provided that the tenants comply with all obligations owed to the owner in accordance with any leases or rental agreements between the owner and tenants, the owner also shall not terminate or evict any covered tenants or any subsequent tenants,

20.2.2.2. Only eligible Weatherization measures shall be applied to any rental dwelling unit improved by Weatherization. The Savings-to-Investment ratio will guide which measures are appropriate and will not provide 'undue enhancement' to the building/unit.

20.3. IN-ELIGIBLE BUILDINGS

20.3.1. Subgrantees shall not weatherize a unit which:

20.3.1.1. Is designated for acquisition or clearance by a federal, state, or local program within 12 months from the date weatherization of the dwelling unit would be scheduled to be completed; or

20.3.1.2. Was previously weatherized with ODOC funds, except:

20.3.1.2.1. If such dwelling units have been damaged by fire, flood or Act of God and repair of the damage to weatherization material is not paid for by insurance; or

20.3.1.2.2. If the unit was weatherized 15 years ago or longer, it may be eligible for re-weatherization. These homes will be reported separately. Subgrantees may count these homes as completions for the purposes of compliance with the per-home expenditure limits. Each dwelling unit must receive a new energy audit that takes into account any previous energy conservation improvements to the dwelling; or

20.3.1.2.3. If the unit was weatherized prior to January 1, 2010, AND the unit is to be re-weatherized using DHS LIHEAP funds ONLY. See Requirement 50 for more information.

21. MULTIFAMILY BUILDING ELIGIBILITY

21.1 CONTRACT PART II

21.1.1 Subrecipients must establish procedures to ensure that clients meet eligibility requirements and that units are a reasonable candidate for weatherization, as per ODOC's most current Weatherization Program Operations Manual.

21.2 PURPOSE

21.2.1 PLACEHOLDER

21.3 BUILDING ELIGIBILITY

21.3.1 A subgrantee may weatherize the following **small multifamily building** (using single family audit procedures),

21.3.1.1 Duplexes

21.3.1.2 Triplexes (three –unit buildings)

21.3.1.3 Quadplexes (four – unit buildings)

21.3.1.4 Shelters (see Section 21.7 for specific requirements related to shelter weatherization)

21.3.2. Oklahoma Weatherization Program is **not approved** to weatherize any large multifamily buildings or units of five (5) or more. These policies are ONLY written for 2-4 units and must be updated before larger multi-family units could be weatherized.

21.4 OTHER ELIGIBILITY

21.4.1 To determine if the small multifamily building (that meets building eligibility outlined in Section 21.3.1) also meets programmatic eligibility (DOE requires both income and non-income requirements to be met for multifamily both small and large),⁴⁴ the following requirements must be met:

21.4.1.1 Residents must meet income requirements (see Section 21.5)

21.4.1.2 The small multifamily building must be on an eligible property listing (see Section 21.6)

21.4.1.3 Must have the required supporting documentation

21.4.1.3.1 Building Owner Permission (Rental Property/Agency Agreement)⁴⁵

21.4.1.3.2 Income Eligibility (see Section 21.5)

21.4.1.3.3 Demographics in aggregate or from individual tenants

21.4.1.3.4 DOE protection against rent increases⁴⁶

⁴⁴ [10 CFR 440.22](#)

⁴⁵ [10 CFR 440.22\(b\)\(1\)](#)

⁴⁶ [10 CFR 440.22\(b\)\(3\)\(ii\)](#)

- 21.4.1.3.5 No undue or excessive enhancement to the value of the property
- 21.4.1.4 Accrual of Benefits⁴⁷
 - 21.4.1.4.1 The benefits of weatherizing multifamily buildings must accrue primarily to low-income residents who pay for utility and other energy-related expenses, either directly or through rent. See Table 2 [Accrual of Benefits in DOE WPN 22-12](#) for examples of potential accrual of benefits that could be documented, based on different utility payment arrangements.
- 21.4.1.5 Audit Runs – The following documentation must be kept in the client file for all small multi-family units.
 - 21.4.1.5.1 NEAT .wdz file
 - 21.4.1.5.2 Form 28 Data Collection Form
 - 21.4.1.5.3 NEAT BWR
 - 21.4.1.5.4 If the project went through any bids, then all bid prices – winning and losing bids
 - 21.4.1.5.5 Work Order
 - 21.4.1.5.6 Picture or pictures of the units – (can submit just 1 picture provided it is representative of all units)
- 21.4.1.6 Leverage/Buy-Down Agreements (if applicable see [WPN 22-12](#))

21.5 INCOME REQUIREMENTS

21.5.1 It is critical that all buildings be evaluated as a “whole” unit to maximize energy savings and efficiency. The thermal boundary must be correctly identified for proper evaluation. Multifamily units share walls and a roof that are necessary parts of the thermal boundary or shell. Therefore, if a low-income family occupies a multifamily unit adjacent to another family (who may exceed DOE WAP’s or DHS LIHEAP’s approved low-income thresholds), in order to truly weatherize the whole multifamily unit, the higher income family unit must be included in the weatherization project to achieve WX standards. The following income regulations apply to multifamily units for both DHS LIHEAP and DOE WAP:

- 21.5.1.1. Each building is eligible if at least 50 percent (for 2-4 units) of the dwelling units in the building are eligible or will become eligible dwelling units within 180 days under a

⁴⁷ 42 U.S.C 6863 (b)(5)(A); 10 CFR 440.22(b)(3)(i)

federal, state, or local government program for rehabilitating the building or making similar improvements to the building.⁴⁸

- 21.5.1.2. Except when using the HUD/USDA lists, (see Section 21.6), the Subgrantee must collect income information on a unit-by-unit basis to ensure at least 50% (2-4 units) of the occupants.⁴⁹

21.6 ELIGIBLE PROPERTY LISTING

21.6.1 WAP Providers generally encounter three types of multifamily properties assisted by HUD.⁵⁰

21.6.1.1. **Housing owned and operated by HUD Public Housing Agencies (PHAs):** WAP providers shall consider all such buildings managed by the PHAs referenced [in this HUD Web page](#) to be 100 percent income eligible.

21.6.1.1 **Privately owned multifamily buildings receiving project-based assistance:** WAP providers should refer to these [lists](#) to determine the percentage of the units in each building that are income eligible.

21.6.1.2 **Privately owned multifamily buildings that house residents receiving tenant-based assistance:** WAP providers will determine the percentage of income eligible residences by either contacting the building owner/manager to obtain such Section 8 Housing Choice Voucher records (from HUD's Tenant Based Rental Assistance Program [TBRA]) or by individually verifying which residents hold such vouchers.

21.7 SHELTER

21.7.1 With written approval from ODOC's State Tech, subgrantees may weatherize shelters (as defined here) that complies with the below requirements:

21.7.1.1 Shelters shall be counted as one (1) unit per each 800 square feet, or each floor of the unit shall be considered as one (1) unit – a written explanation regarding determination of unit numbers must be in the file;

21.7.1.2 Expenditures to service shelters are limited to twenty percent (20%) of each weatherization contract;

21.7.1.3 Requests to provide services to shelters should include an analysis of the cost/benefit to clients and cost benefit for energy savings when compared with serving family units.

21.7.1.4 The benefits of weatherization are accrued to the tenants and not to the owner(s).

⁴⁸ [10 CFR 40.22\(b\)\(2\)](#)

⁴⁹ [Weatherization Program Notice 22-12](#)

⁵⁰ This entire section is quoted from [Weatherization Program Notice 22-12](#), Expansion of Client Eligibility in the Weatherization Assistance Program.

- 21.7.1.5 A written explanation regarding how the tenant's benefit is submitted to ODOC for approval and kept in the file.
- 21.7.1.6 Because they are not owner-occupied, the multi-family rules for investment limits and owner permission apply.
- 21.7.1.7 The eligibility of individual clients does not need to be determined if there is sufficient evidence that all clients would meet the income eligibility standards all the time. This must be addressed in a letter from the property owner or manager describing the activities of the shelter, the clientele served, and their income levels.
- 21.7.1.8 Justification for emergency Weatherization services must be in the file.

21.8 SMALL MULTIFAMILY APPROVAL

- 21.8.1 Every energy auditor must submit multifamily audits to ODOC (to the State Tech) for written approval until ODOC determines that an energy auditor had demonstrated sufficient mastery of running the multifamily audit and gathering the required supporting documentation.
 - 21.8.1.1 An energy auditor must submit all the documentation listed in 21.4.1.5 (for the energy audit itself). The energy audit documentation must be accompanied by all other supporting documentation required as listed in 21.4.1.3.
 - 21.8.1.2 Once the ODOC State Tech has determined an energy auditor had demonstrated sufficient mastery of small multifamily audits, ODOC will provide a letter of authorization to the specific energy auditor.
 - 21.8.1.3 Small multifamily audits must be submitted to the ODOC State Tech for approval until a letter of authorization is provided. Authorization is provided only to energy auditors, not to Subgrantees (as a whole).

22. PRESERVING HISTORIC PROPERTIES

22.1. CONTRACT PART II

- 22.1.1. Subrecipients shall follow the Programmatic Agreement among the United States Department of Energy, the Oklahoma Department of Commerce, and The Oklahoma State Historic Preservation Office Regarding the EECBG, SEP, and WAP undertakings, effective March 13, 2013 – December 31, 2020, and extended through December 31, 2030.⁵¹
- 22.1.2. Subrecipients shall track required data metrics on all homes weatherized aged 45 years or older. This data shall be submitted to ODOC twice a year, by September 20th and with the contract closeout, or as requested by ODOC.⁵²

22.2. PURPOSE

- 22.2.1. The US Department of Energy (DOE), the Oklahoma Department of Commerce (ODOC), and the Oklahoma State Historic Preservation Office (SHPO) have a shared obligation, commitment, and federal mandate to ensure that the historical resources of this Oklahoma are preserved and maintained. Therefore, in compliance with the [National Historic Preservation Act](#) (NHPA), DOE, ODOC, and SHPO entered into a Programmatic Agreement (PA) [[Attachment 25](#)]. The current PA was approved by DOE, ODOC, and SHPO on March 29, 2010 and reapproved by the [Advisory Council on Historic Preservation](#) (ACHP) on March 13, 2013, to remain in effect until December 31, 2020. It was later extended through December 31, 2030.⁵³
- 22.2.2. The purpose of this Requirement is to provide DOE WAP and DHS LIHEAP Subrecipients with guidance for complying with the PA and to provide instructions in contacting SHPO for further Section 106 review. [29 36 CFR Part 800](#) – Protection of Historic Properties [National Historic Preservation Act](#).

⁵¹ Contract Part II, Section 4.B.6.

⁵² Contract Part II, Section 10.D.

⁵³ Amendment to Programmatic Agreement, September 2020

22.3. INITIATING SECTION 106 REVIEW

- 22.3.1. Subrecipients must obtain third party documentation to verify the year an assessed home was built. This verification is documented on the client application and included within the client's file per Requirement 12 and 13.
- 22.3.2. If a home is determined to be 45 years or older, an agency must initiate a Section 106 review, as explained in 22.3.2.3, after the initial energy audit is completed, and before any work begins on the home, to ensure that the PA is complied with.
 - 22.3.2.1. See Appendix for A and B of the PA, for lists of measures that automatically exclude a home from further Section 106 review [[Attachment 25](#)].
 - 22.3.2.2. Windows and doors do NOT automatically exclude a home from a Section 106 review.
 - 22.3.2.3. If an energy audit calls for original/historic windows or doors to be replaced, then the existing conditions of the windows or doors must be documented and submitted for Section 106 review prior to any work being completed on the home, unless you are able to replace with in-kind DOE WAP approved windows or doors [which is unlikely].
 - 22.3.2.4. If an energy audit calls for non-historic/non-original windows and doors to be replaced, and the windows or doors are less than 45 years old or fall outside the period of significance for the property and/or district, then you can replace with in-kind windows or doors that are compatible with the design of the building and/or historic district, without further Section 106 review. However, if there is any doubt, request a SHPO Section 106 Review.
 - 22.3.2.5. If a measure to be installed is not listed in Appendix A or B of the PA, a request must be submitted to SHPO requesting Section 106 review. A request includes the following:
 - 22.3.2.5.1. A cover letter to SHPO that contains:
 - 22.3.2.5.1.1. Scope of work to be completed, to include complete list of weatherization measures to be installed;
 - 22.3.2.5.1.2. Identification of local government, tribes, and the ODOC WAP Program Planner, all of whom should be copied on the request:
 - 22.3.2.5.1.3. A completed Historic Preservation Resource Identification Form (HPRIF)

- 22.3.2.5.1.4. Pictures of the undertaking to include any measures to be replaced that are NOT listed in Appendix A or B; and
- 22.3.2.5.1.5. A Location Map of the home [for example, a Google Map printout.
- 22.3.2.6. The cover letter, along with [Form 37](#), pictures, and map, must be mailed to SHPO. SHPO does not accept Section 106 review requests via email. Copied parties can be email or mailed as appropriate.
- 22.3.2.7. SHPO, local governments, and tribes have 30 calendar days from the receipt of adequate documentation to respond to Section 106 requests [[Attachment 26](#)]. No work shall be completed on the home until a response from all parties is received. If the 30-day comment period expires and no response is received from SHPO, local governments, tribes, or any other consulting party, work can resume on the home after 30 days has passed.
- 22.3.2.8. To avoid management plan delays, it is recommended that a Subrecipient conduct as many assessments as possible on 45+ homes and submit multiple requests to SHPO at a time, prior to or in the first month of the program period.
- 22.3.2.9. If SHPO determines that the weatherization work might result in adverse effects, additional guidance will be provided in SHPO's response.

22.4. OKGRANTS REPORTING

- 22.4.1. Subrecipients are required to submit OKGrants reports regarding units assessed that are 45 years or older. If a home is weatherized with both DOE and DHS funds, the home should be reported in the DOE contract only. These reports collect the following data metrics for the specified reporting periods:
 - 22.4.1.1. Total number of homes weatherized;
 - 22.4.1.2. Number of homes weatherized older than 45 years submitted for SHPO Section 106 review.
 - 22.4.1.3. Number of homes SHPO required a Section 106 review on.
 - 22.4.1.4. List of all measures installed not listed in Appendix A or B, that triggered the SHPO Section 106 review.

- 22.4.1.5. Number of homes weatherized older than 45 years, but were exempt from SHPO review because all installed measures were listed in Appendix A or B of the SHPO PA; and
- 22.4.1.6. Total number of homes weatherized older than 45 years .
- 22.4.1.7. The SHPO OKGrants reports must be submitted for the following reporting periods by the following due dates:

22.5. TABLE 2: DOE REPORTING PERIOD

DOE Reporting Period	Report Due Dates
April – August	September 20
September – March	May 30
DHS Reporting Period	Report Due Date⁵⁴
October – September	November 31

⁵⁴ When DHS LIHEAP moves to an April – March program year, the due dates for the SHPO report for both DOE and DHS LIHEAP will be the same (see DOE Reporting Period table).

23. DOCUMENTING RESIDENCE

23.1. CONTRACT PART II

23.1.1. Subrecipients must establish procedures to ensure that clients meet eligibility requirements and that units are a reasonable candidate for weatherization, as per ODOCs most current Weatherization Operations Manual.⁵⁵

23.2 OWNERSHIP VERIFICATION

23.2.1 Home ownership shall be verified by the Subgrantee. Documents that may be used for verification include:

23.2.1.1 Recorded Deed or Life Estate

23.2.1.2 City or Borough tax assessment or bill

23.2.1.3 Valid Mortgage Agreement

23.2.1.4 Valid Purchase Agreement

23.2.1.5 Vehicle Title (for mobile home).

23.2.2 If none of the above is available, the following may be suitable on a case-by-case basis:

23.2.2.1 An owner provides a sworn statement (affidavit) attesting to ownership.

23.2.2.2 Other forms of ownership as approved by the ODOC.

23.2.3 Authorized Agent

23.2.3.1 If an agent is to act on behalf of the owner of the property, the agent must show documentation authorizing that person to enter into contractual agreements for an owner. When an existing property management agreement does not exist, the owner may provide a signed and dated statement designating an agent for the purpose of cooperating with the Weatherization Assistance Program.

23.3 DOCUMENTING RESIDENCE AND OCCUPANCY

23.3.1 Applicant shall show evidence that the reported address is correct; proof of residence must be kept in the client file. An occupant agreement [\[Form 30\]](#) must be completed for each client and remain in the client file. Client residence is verified based on seeing any of the following documents:

23.3.1.1 Deed/title

23.3.1.2 Lease/rental agreement or statement from landlord

23.3.1.3 Subsidized housing lease

⁵⁵ Contract Part II, Section 6.A.

- 23.3.1.4 Tax statement
- 23.3.1.5 Other, such as the following:
- 23.3.1.6 Driver's license
- 23.3.1.7 Fuel or other utility bill in the applicant's name
- 23.3.1.8 Mortgage payment receipt
- 23.3.1.9 Home repair bill
- 23.3.1.10 Room and board receipts
- 23.3.1.11 Letters addressed to the applicant with canceled postage
- 23.3.1.12 Bank statement

23.4 YEAR BUILT VERIFICATION

- 23.4.1 Subgrantee must obtain third party documentation to verify the year an assessed home was built. This verification is documented on the client application [[Form 22](#)].
- 23.4.2 Where possible, Subgrantees must verify the year a dwelling was built through local or borough property tax assessment records for real property and/or DMV records for mobile homes. When such third-party resources are not available, it may be possible to obtain verification from local third parties such as city or tribal offices or local elders who are most familiar with the development of housing stock in the community. A signed statement from the applicant that plausibly details the history of the dwelling and is corroborated by a Subgrantee's site inspection and data collection may be acceptable.
- 23.4.3 Verification of home-built date is required for several reasons, such as compliance with lead-based paint regulations. When the year built is unknown or cannot be verified reliably, Subgrantees must presume the presence of lead and lead safe work practices must be followed. A lead test may show no presence of lead. Subgrantees must weigh the costs of LSW practices and lead testing and act in the best interests of the clients, workers, and the program.

23.5 RENTAL DWELLING UNITS

- 23.5.1 A Rental Dwelling Unit is defined as a home occupied by a household unit that is not the owner of record. Subgrantees must Owner and Tenant complete [Form 29 – Rental Agreement](#) for all rental homes. This includes, but is not limited to, homes occupied under the following agreements:
 - 23.5.1.1 Rent-to-Own
 - 23.5.1.2 Lease-Purchase
 - 23.5.1.3 Life Estate

23.5.1.4 Verbal

23.6 NOTICE OF ELIGIBILITY

23.6.1 The Subgrantee shall notify an applicant in writing of its eligibility determination. An eligible notification shall include the following information:

23.6.2 The Subgrantee's contact information.

23.6.3 Expected schedule for the energy audit and Weatherization work.

23.6.3.1 That the work will not proceed without the approval of both the owner (if it is a rental) and the client.

23.6.3.2 Requirements for final inspection and future monitoring by ODOC and the federal government.

24. DEFERRALS

24.1. CONTRACT PART II

24.1.1. Subgrantee must establish procedures to ensure that clients meet eligibility requirements and that the client, and the house are reasonable candidates for weatherization, as per the ODOC Weatherization Program Operations Manual.⁵⁶

24.2. PURPOSE

24.2.1. Deferring work on a home is a difficult, but sometimes a necessary decision. This does not mean that assistance will never be provided, but that work must be postponed until the problems can be resolved by the applicant or client and/or alternative sources of help can be found. Subgrantees, which includes crews and contractors, are expected to pursue options on behalf of the applicant or client, including referrals, and to use reasonable judgment in dealing with difficult situations. Subgrantees should review Requirement 35 and resolve any allowable Health and Safety issues that are identified in a client home, provided they are within their budget. A list of possible program referrals is provided under Resources.

24.2.2 The purpose of this deferral policy is to provide general requirements and situations for deferrals. Most situations can be guided by this policy. However, it is possible that unique conditions will arise that are not specifically outlined here. Subgrantees should contact the Energy Programs Team for assistance, before deferral, as appropriate or when in doubt.

24.3. CATEGORIES OF DEFERRALS

24.3.1. In general, three situations require a denial or deferral. All three situations require that the applicant or client be notified in writing using the Weatherization Denial Letter [[Form 24](#)] or Deferral Form [[Form 33](#)].

24.3.1.1. An applicant or unit determined to be ineligible for the program must be denied. For example, an applicant may be over income.

24.3.1.2. An initial assessment may indicate the need for an applicant or client to remedy a health and safety issue. These applicants or clients should be deferred until documentation can be provided to the Subgrantee Recipient that the situation identified has been remedied.

⁵⁶ Contract Part II, Section 4.I.

24.3.1.3. If during the course of weatherization work, a previously unidentified health and safety issue is now identified, Requirement 35 must be followed. In some cases, this might mean that weatherization work must cease until the client can resolve the issue by providing documentation to the Subgrantee Recipient of the resolution.

24.4 DATA TRACKING

24.4.1 The Subgrantee is required to track the following data on deferrals for DOE WAP and DHS LIHEAP contracts in OKGrants or other ODOC information systems being used at the time in the Quarterly Progress Report. [Form 33](#) can be used to gather this data.

24.3.1.1 Applicants that did not meet income eligibility requirements.

24.3.1.2 Applicants or clients whose homes are not safe to weatherize, and corrections to make the home safe were outside the scope of Requirement 22.

24.3.1.3 Applicants or clients whose homes need repair work beyond the scope of the program.

24.3.1.4 Applicants or clients whose homes needed more health and safety work done than the Subgrantee budget allowed.

24.3.1.5 Any other reason a home is deferred, or an applicant was found to be ineligible.

24.5 POSSIBLE REASONS

24.5.1. The following is a list of reasons why a home may/must be deferred. Please note this is not an exhaustive list. Subgrantee Recipients should contact their ODOC liaison for any questions or concerns before deferring a home.

24.5.1.1. The client has known health conditions that prohibit the installation of insulation and/or other weatherization materials because the health conditions might be exacerbated by starting or continuing weatherization.

24.5.1.2. The building structure or its mechanical systems, including electrical and plumbing, are in such a state of disrepair that they cannot be repaired reasonably. that failure is imminent, and the conditions cannot be resolved cost-effectively.

24.5.1.3. The building structure has deteriorated to such an extent that prevent diagnostics or weatherization measures to be completed.

- 24.5.1.4. The house has biological and unsanitary conditions such as sewage, odors, rotting wood, and/or feces that would further endanger the client and weatherization installers if weatherization work were performed.
- 24.5.1.5. Infestation of pests that cannot be reasonable resolved per Requirement 35.
- 24.5.1.6. The house has been condemned or electrical, heating, plumbing, or other equipment has been “red tagged” by local or state building officials or utilities.
- 24.5.1.7. Moisture problems are so severe that they cannot be resolved under existing health and safety measures and with minor repairs.
- 24.5.1.8. Dangerous conditions exist due to high carbon monoxide levels due to combustion appliances and cannot be reasonably resolved., improperly stored chemicals, or other life hazards that cannot be resolved under existing health and safety measures.
- 24.5.1.9. The client is uncooperative, abusive, or threatening to the crew, subcontractors, auditors, inspectors, or others who must work on or visit the house.
- 24.5.1.10. Unsecured or aggressive pets that prevent workers from safely completing their work.
- 24.5.1.11. The extent and condition of lead-based paint in the house would potentially create further health and safety hazards.
- 24.5.1.12. Any condition exists which may endanger the health and/or safety of the work crew or subcontractor the work should not proceed until the condition is corrected.
- 24.5.1.13. The correction of a health and safety issue is not an allowable or reasonable ODOC/DOE WAP expenditure, as outlined in Requirement 35.
- 24.5.1.14. The client refuses to have certain measures installed or removed as per DOE guidance. For example, if a client refuses to have an unvented space heater removed or refuses to have mechanical ventilation installed.
- 24.5.1.15. Major remodeling is in progress that prevents the completion of required weatherization measures.
- 24.5.1.16. The presence of illegal or the use of any controlled substance in the home during the weatherization process.

24.6 CLIENT NOTIFICATION

- 24.6.1 Households must be informed in writing by the Subgrantee when services are deferred based on the deferral guidelines above, using [Form 33](#). See Requirement 27 for the Client Complaints and Appeals process. [Form 33](#) must receive a client signature and a clear explanation of what the client must do to ready the home for weatherization eligibility. In the event that a home is deferred due to client abusive, uncooperativeness, COVID 19 related reasons, or other issues would make a client signature a significant barrier, a client signature is not required, and a deferral form with explanation may be mailed to the client. The reason for lack of client file signature must be documented.
- 24.6.2 All deferral letters/copies of [Form 33](#) must be sent to the client within 15 days of the audit.

24.7 CLIENT FILE DOCUMENTATION

- 24.7.1 Photos of all deferral conditions must be taken and included in the client file whenever possible. Building structural deferrals must be photographed.
- 24.7.2 A signed [Form 33](#) or a documented reason why [Form 33](#) was unable to receive a signature must be included in the client file.

24.8 DEFERRAL ALLOWABLE COSTS

- 24.8.1. The unit is eligible for payment as an audit cut short for a deferral reason. The cost may only be charged to Administration or Program Support.
- 24.8.2. If, during weatherization work, a previously unidentified health and safety issue is identified, Requirement 35 must be adhered to. In some cases, this may mean that weatherization work must cease until the client can resolve the issue by providing documentation to the Subgrantee of the resolution. If the unit is deferred, the Subgrantee shall provide documentation as per Section 24.7.
- 24.8.3. If the building owner or occupant declines a measure, not defined as a major measure, the auditor must include in the client file a comprehensive justification [on [Form 44](#)], including background/source documents that support the decision to skip a specific measure. All other weatherization measures must be installed. If the auditor cannot access background/source documents that justifies the building owner/occupant's decision to decline a measure or the measure is defined as a "major measure," the situation must be fully documented in the client file and the job must be deferred due to client refusal. When in doubt, contact ODOC's Energy Programs Team.

24.9. COVID-19 DEFERRAL

- 24.9.1. ODOC Form 22B - OK WAP Pandemic Pre-Screen Client Questionnaire must be completed for all clients prior to visiting a client home. If a client cannot pass the Pre-Screen Client Questionnaire, then the client must be deferred. The completed form must be maintained in the client file.
- 24.9.2. Subgrantees must have a separate process for COVID 19 related deferrals and wait listed clients.
 - 24.9.2.1. COVID-19 deferred clients must be kept track of separately from other clients and prioritized for follow up after 14 days. This time frame must be standardized and communicated with all clients at the time of deferral. This does not mean a home must be weatherized after 14 days; rather, the time frame is just to communicate an expectation on when the client can expect to receive follow up contact from the Subgrantee to determine if the home is now eligible or additional waiting will be required.
- 24.9.3. Subgrantees must complete [Form 33](#) for all deferrals (including COVID-19) and attempt to obtain client signature.
- 24.9.4. However, an in – person signature is not required for COVID 19 deferrals. Subgrantees may create a process or procedure for obtaining electronic client signature. An email or text from the client stating they agree and understand why their home is being deferred and how long they must wait to be considered eligible again for services is also acceptable. Copies of [Form 33](#) may be emailed, mailed, or texted. See also [DOE WPN 62](#) for more suggestions.

25. DENIAL

25.1 CONTRACT PART II

25.1.1 PLACEHOLDER

25.2 PURPOSE

25.2.1 PLACEHOLDER

25.3 PROCEDURES

25.3.1 A Subgrantee shall identify in a letter to an applicant the reason(s) for ineligibility. If the reason is not for a lack of information, the letter shall identify that an appeal of the decision can be made to the head of the Grantee's Weatherization program. [\[Form 24\]](#)

25.4 CATEGORIES OF DENIALS/DEFFERALS

25.2.1. In general, three situations require a denial or a deferral. All three situations require that the applicant or client be notified in writing using the Weatherization Denial Letter [\[Form 24\]](#) or Deferral Form [\[Form 33\]](#).

25.2.1.1. An applicant or unit determined to be ineligible for the program must be denied. For example, an applicant may be over income.

25.2.1.2. An initial assessment may indicate the need for an applicant or client to remedy a health and safety issue. These applicants or clients should be deferred until documentation can be provided to the Subgrantee that the situation identified has been remedied.

25.2.1.3. If, during the course of weatherization work, a previously unidentified health and safety issue is now identified, Requirement 35 must be followed. In some cases, this might mean that weatherization work must cease until the client can resolve the issue by providing documentation to the Subgrantee Recipient of the resolution.

25.3 DATA TRACKING

25.3.1 The Subgrantee is required to track the following data on denials for DOE WAP and DHS LIHEAP contracts in OKGrants [OKGrants Quarterly Progress Report] or any other information system used by ODOC. For DHS LIHEAP requirements, please see Requirement 50.

25.2.1.1. Applicants that did not meet income eligibility requirements.

25.4. CLIENT NOTIFICATION

- 25.4.1. The Denial Notice must include instructions for appeal and must be given to the client when a complaint is made.

26. WARRANTIES

26.1 PLACEHOLDER

27. CLIENT/APPLICANT COMPLAINTS & APPEALS PROCESS

27.1 CONTRACT PART II & PURPOSE

- 27.1.1 Subgrantee Recipients shall establish and maintain an applicant appeals procedure to ensure equal access to services and resources available under programs funded by ODOC.
- 27.1.2 The Subrecipient has as access to and will follow procedures which have been designed to guarantee:⁵⁷
 - 27.1.2.1 Equal access to program services and resources; and
 - 27.1.2.2 Resolution of grievances by persons seeking services through rights of appeal.

27.2 PROCEDURES

- 27.2.1. There are two basic types of complaints or appeals.
 - 27.2.1.1. Applications for services that are denied or deferred are appealed.
 - 27.2.1.2. Clients who have received partial or complete weatherization services have a complaint or complaints about the level of service or quality.
- 27.2.2. All clients and applicants must be provided (in writing) the Subgrantee's applicant appeals process and any other grievance or complaint process the Subgrantee has. These must be provided at the time of application.
- 27.2.3. Clients must be directed to complete the Subgrantee's appeal or complaint process before appealing to ODOC.
- 27.2.4. All complaints and appeal must be received and responded to in writing. Additional forms of communication are encouraged (such as phone calls, Zoom meetings, etc.), but all verbal correspondence should be followed up in writing.
- 27.2.5. All client complaints and appeal documentation must be kept in the client or applicant file.
 - 27.2.5.1. Subgrantees must respond in writing within 10 business days to the client or applicant.
 - 27.2.5.2. The following information must be included in the response:
 - 27.2.5.2.1. A statement of the Subgrantee's findings and its conclusion
 - 27.2.5.2.2. Any action the Subgrantee will take to resolve the issue.
 - 27.2.5.2.3. Information about additional options the client/applicant may have and provide the following information:

⁵⁷ Contract Part II, Section 16.B.2.

- 27.2.5.2.3.1. The request to ODOC must be postmarked or emailed no more than 10 business days from the Subgrantee's decision.
- 27.2.5.2.3.2. Oklahoma Department of Commerce 900 North Stiles Ave. Oklahoma City, OK 73104

27.2.6. Procedure Level 2 (Grantee): If the client or applicant is not satisfied with the Subgrantee's conclusion or action taken, they may send a written complaint to ODOC. ODOC will:

- 27.2.6.1. Notify the Subgrantee that ODOC received the complaint.
- 27.2.6.2. Request the Subgrantee forward all documents in the household file, including the client's complaint form and the Subgrantee's response. In addition, ODOC will review the most recent client file data.
- 27.2.6.3. Review all documents/details relevant to the complaint.
- 27.2.6.4. Conduct a site visit, if necessary, at ODOC's discretion.
- 27.2.6.5. Request that the Subgrantee take corrective action, if applicable, in writing.
- 27.2.6.6. Ensure that the Subgrantee will respond in writing to the client with ODOC's conclusion. Include in its response the following:
 - 27.2.6.6.1. Statement of findings and its conclusion
 - 27.2.6.6.2. Any actions that the Subgrantee will take to resolve the issue.
 - 27.2.6.6.3. Information about additional options the client may have.

27.2.7. Procedure Level 3 (U.S. Department of Energy): If the client is not satisfied with the weatherization agency's conclusion or action taken, they may send a written complaint to the United States Department of Energy WAP project officer. The client should seek private counsel for additional remedies.

27.3 APPLICANT APPEAL PROCESS

- 27.3.1 The notice of right to appeal shall appear on all application forms used to determine applicant eligibility for any services or resources provided with funds received from ODOC.
- 27.3.2 The Subgrantee's Executive Director shall initiate the appeals procedure, upon request by an applicant, within ten (10) days after the request.
- 27.3.3 After all local appeal procedures have been exhausted, an applicant may appeal the Subgrantee's decision to ODOC. In such cases, the Subgrantee and appellant shall provide ODOC with all relevant documentation.
- 27.3.4 The applicant appeals procedure shall guarantee that each person seeking services shall:

- 27.3.4.1 Have the right to file formal application for services or resources upon request.
- 27.3.4.2 Be afforded an opportunity to have private and confidential interviews pertaining to the case.
- 27.3.4.3 Not be denied assistance on the basis of race, color, gender, creed, religion, age, political preference, familial status or disability.
- 27.3.4.4 Receive timely approval or disapproval of the application.
- 27.3.4.5 Receive written notification of appeal and appeal procedures, including notices that:
 - 27.3.4.5.1 All aggrieved parties shall be afforded a reasonable opportunity for a fair hearing.
 - 27.3.4.5.2 The applicant or the representative of the applicant shall have access to records relevant to the appeal process.
 - 27.3.4.5.3 The applicant shall have the right to a timely determination and prompt notice of hearing decisions.

28. PRIORITY POINTS & WAITING LISTS

28.1. CONTRACT PART II

28.1.1. PLACEHOLDER

28.2. PURPOSE

28.2.1. PLACEHOLDER

28.3. PROCEDURES

28.3.1. Service to eligible clients must be provided on a first-come, first-served basis in most cases, except for DHS LIHEAP clients (clients on the LIHEAP list must be prioritized first for this grant – See Requirement 50).

28.3.2. All weatherization applications must be assessed and assigned priority points using [Form 23](#).

28.3.3. Priority is given to the following individuals. No other priorities are allowed in the weatherization program per [DOE WPN 22-1](#)

28.3.3.1. Differently Abled (Disabled) *(10 Points)*

28.3.3.2. Adults aged 60 and older *(10 Points)*

28.3.3.3. Children (12 years and younger) *(8 Points)*

28.3.3.4. High Residential Energy Users *(5 Points)*

28.3.3.5. Households with a High Energy Burden *(5 Points)*

28.3.4. In the event that a Subgrantee is at current capacity and unable to provide immediate services to a qualified applicant, they must be placed on a waiting list based on priority points. The person with the most points will be placed at the top of the waiting list. In the event that more than one applicant has the same number of priority points, the Subgrantee must then use the date of application certification date for positioning applicants on the waiting list.

28.4. HOUSEHOLDS WITH A HIGH ENERGY BURDEN

28.4.1. A household with a high energy burden refers to a low-income household whose residential energy burden exceeds the median level of energy burden for all low-income households in the State.⁵⁸

28.4.2. To calculate the eligibility of **“Households with a high energy burden:”**

28.4.2.1. Calculate the amount of one years’ worth of utility bills.

⁵⁸ [10 CFR 440.3](#)

- 28.4.2.2. Divide the answer to 28.4.2.1. by the annual income of the household (that has been verified by the Subgrantee) to determine the Residential Energy Expenditures.
- 28.4.2.3. Determine whether the Residential Energy Expenditure percent (%) exceeds three percent (3%) (which is the average [Energy Burden for the State of Oklahoma](#)).

28.5. HIGH RESIDENTIAL USER

- 28.5.1. A low-income household, whose residential energy expenditures exceed the median level of residential expenditures for all low-income households in the State, is a high residential user.⁵⁹
- 28.5.2. To calculate the eligibility of “**High residential user:**”
 - 28.5.2.1. Calculate the amount of one years’ worth of utility bills.
 - 28.5.2.2. Divide the answer to 28.5.2.1 by the annual income of the household (that has been verified by the Subgrantee) to determine the Residential Energy Expenditures.
 - 28.5.2.3. Determine whether the Residential Energy Expenditure amount \$_____ exceeds \$_____ (which is the median level of residential expenditures for all low-income households in Oklahoma)

⁵⁹ [10 CFR 440.3](#)

FINANCIAL STANDARDS

29. FINANCIAL

29.1. CONTRACT PART II

29.1.1. The Subgrantee Recipient shall maintain records and accounts, including property, personnel, and financial records, that properly document and account for all contract funds.⁶⁰

29.2. PURPOSE

29.2.1. To ensure that all weatherization subgrantees maintain fiscal practices and procedures that are in compliance with [uniform grant guidance](#) and generally [accepted accounting principles](#).

29.3. PROCEDURES

29.3.1. All record keeping shall be in compliance with State and [Federal Regulations 2 C.F.R.](#) as applicable, and generally accepted accounting principles.

29.3.2. Subgrantees shall maintain separate accounting for distinct programs and activities, and for allocating program expenses to grants and awards that provide funding for the program.

29.3.3. ODOC will regularly complete a risk assessment of each Subgrantee's weatherization program, as required in [2 CFR 200.331\(b\)](#), for the purpose of determining the appropriate level of monitoring of a Subgrantee. Assessment data considered will measure (but is not limited to) organizational strength and stability, financial controls and fiscal management, process outcomes and organizational performance, and performance in meeting financial and production goals and targets for the Weatherization Program contract.

29.4. ACCOUNTING SYSTEM REQUIREMENTS

29.4.1. Subgrantees shall ensure the financial system used to administer ODOC contracts conforms to the following standards:

29.4.1.1. Accurate, current, and complete disclosure of the financial results of the ODOC programs is provided in accordance with specified State and Federal requirements.

⁶⁰ Contract Part II, Section 10.F.

- 29.4.1.2. Records are maintained that adequately identify the source and application of funds for each ODOC-supported activity, including any applicable matching funds.
- 29.4.1.3. Effective control and accountability are maintained for all funds, property, and other assets.
- 29.4.1.4. Accounting records are maintained with adequate supporting documentation.
- 29.4.1.5. Internal controls are established to eliminate fraud and abuse.
- 29.4.2. Subgrantees shall establish and maintain a separate set of self-balancing accounts for each ODOC contract, in accordance with written procedures, which will permit the Subgrantees to properly account for all funds in conformance with generally accepted accounting principles. The following requirements shall apply:
 - 29.4.2.1. Books of original entry shall be utilized to account for contract funds and any required matching funds.
 - 29.4.2.2. Accounting records shall include the cash receipts journal, cash disbursement journal, general journal, and general ledger.
 - 29.4.2.2.1. The accounting records shall utilize a payroll register for any employees paid with ODOC funds.
 - 29.4.2.2.2. The general ledger shall include separate expenditure accounts for each approved budget line item as shown in the contract budget or subsequent revisions.
- 29.4.3. A monthly trial balance shall be performed when the books are closed each month. The trial balance shall become a part of the accounting records.
- 29.4.4. Monthly Expenditure Reports submitted to ODOC every month by the 20th, **regardless of whether there are expenditures or not**, must be taken from the original books of account and be directly traceable to the general ledger expense accounts. No funds will be released for delinquent expenditures reports.
- 29.4.5. Any costs shared between programs must be properly allocated. The method of allocation must be generally accepted, reasonable and documented. A subgrantee cost allocation plan or a federally approved indirect cost rate must be established.
- 29.4.6. Accounting records must always be posted up to date.
- 29.4.7. All receipts recorded in the receipts log shall be reconciled regularly with the cash receipts journal, general ledger, and bank statement.

- 29.4.8. All general ledger entries must be clearly traceable to appropriate source documentation.
- 29.4.9. Appropriate source documentation is defined as any approved original documents that clearly indicate costs allowable and allocable to the program. Examples of supporting documentation include, but are not limited to:
- 29.4.9.1. Original invoices
 - 29.4.9.2. fee contracts
 - 29.4.9.3. progress billings
 - 29.4.9.4. employee time sheets.
- 29.4.10. All paid invoices (if kept and filed in hard copy form) must be defaced by indicating the check number, date paid and "PAID" on the invoice. If kept electronically, an equivalent method may be used, provided it is explained in the Subgrantee's accounting policies. Copies of the purchase order and check shall be attached to the invoice before filing.
- 29.4.11. All supporting documentation must be filed in an orderly manner in accordance with the Subgrantee's written accounting procedures.
- 29.4.12. Accounting files shall include:
- 29.4.12.1. Copies of all Monthly Expenditure Reports and Requests for Funds submitted to ODOC.
 - 29.4.12.2. All correspondence relating to financial management of the contract.
 - 29.4.12.3. Employee time sheets showing hours worked and charged to the ODOC contract when applicable.
- 29.4.13. All manual accounting records shall be maintained in ink for permanence.
- 29.4.14. **Errors found after the books are closed for any given month must be corrected by general journal entry in the month the error is found.** This also applies to electronic (computer software) accounting systems.
- 29.4.15. Bank statement reconciliations shall be performed monthly. The individual performing the reconciliation shall initial and date it when complete.
- 29.4.16. Electronic Signatures– Subgrantees will have a policy to ensure only appropriate staff have access to electronic signatures.
- 29.4.17. Passwords– Phones, computers, etc.- Subgrantees will have a policy to ensure only appropriate staff have access to electronic signatures.

29.4.18. Subgrantees may request ODOC review of existing procedures to determine compliance with this entire requirement.

29.5. ACCOUNTING PROCEDURES MANUAL

29.5.1. Subgrantees shall implement and maintain a written accounting procedure manual that

29.5.1.1. describes specific procedures, processes, and requirements necessary for the Subgrantees to be in conformance with standards as required in this manual and in Federal regulations in [2 CFR Part 200](#);

29.5.1.2. is consistently applied;

29.5.1.3. includes procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of this award;

29.4.3.4. Lists all procedures or processes unique to the Subgrantee or infrequently used but relevant to the accounting system.

29.6. INTERNAL CONTROL REQUIREMENTS

29.6.1. Subgrantees shall maintain effective control over and accountability for all funds, property, and other assets. Subgrantees shall adequately safeguard all such funds, property, and assets and assure that they are used solely for authorized purposes.

29.6.2. Cash receipts shall be deposited by a Subgrantee in a bank account on a timely basis to minimize the security risk of cash on hand. Cash and check receipts shall be received and logged in by a different person than the person who makes the deposits at the bank.

29.6.3. Subgrantees shall implement the following controls to safeguard all funds and assets of the ODOC contract:

29.6.3.1. Blank checks and credit cards must be maintained in locked cabinets or files.

29.6.3.2. Undelivered checks should be kept in a locked cabinet or safe until delivery.

29.6.3.3. When a signature stamp or electronic signature is used for checks or correspondence, access to the signature stamp or electronic signature must be limited to authorized personnel.

29.6.3.4. Deposits of ODOC funds shall be made by someone other than the accountant or bookkeeper maintaining the ODOC accounting records.

29.6.3.5. Incoming checks should be stamped "For Deposit Only" by the person opening the mail and recorded in a receipts log that identifies the check number, amount, and source of funds.

- 29.6.3.6. Bank reconciliations must be performed by someone other than the accountant responsible for ODOC accounting records or for making deposits. This would include the Expenditure and Advance Request forms in OKGrants.

29.7. CASH MANAGEMENT REQUIREMENTS

- 29.7.1. Subgrantees shall implement the following to ensure proper cash management of Federal and State funds:
 - 29.7.1.1. ODOC funds cannot be placed in petty cash funds.
 - 29.7.1.2. All ODOC funds received shall be promptly deposited in the proper bank account. The Subgrantees shall designate using an Electronic Funds Transfer Authorization form, the appropriate account to be used for any program utilizing electronic transfer of funds.
- 29.7.2. Subgrantees shall not maintain excessive cash on hand.
 - 29.7.2.1. Reimbursement Contracts: Subgrantees shall have on file documentation for expenditures reported on any Request for Reimbursement. Funds paid on a reimbursed basis are considered expended when the Monthly Expenditure Report is submitted.
 - 29.7.2.2. Cash Advances: For those programs that allow for advances, the Subgrantees shall request only an amount sufficient to cover immediate anticipated expenditures. Requests for funds may be made at any time funds are needed. Subgrantees shall establish and maintain a separate set of self-balancing accounts for each ODOC contract, in accordance with written procedures, which will permit the Subgrantees to properly account for all funds in conformance with generally accepted accounting principles.
- 29.7.3. The following requirements shall apply to all Subgrantee financial systems:
 - 29.7.3.1. Books of original entry shall be utilized to account for contract funds and any required matching funds.
 - 29.7.3.2. Accounting records shall include the cash receipts journal, cash disbursement journal, general journal, and general ledger.
 - 29.7.3.3. The accounting records shall utilize a payroll register for any employees paid with ODOC funds.

- 29.7.3.4. The general ledger shall include separate expenditure accounts for each approved budget line item as shown in the contract budget or subsequent revisions.
- 29.7.4. All receipts recorded in the receipts log shall be reconciled regularly with the cash receipts journal, general ledger, and bank statement.
- 29.7.5. The Subgrantees shall verify cash on hand daily and is responsible for coordinating with its bank to determine when electronic transfer of funds has occurred.
- 29.7.6. All vendor invoices must be verified for accuracy. The reviewer should initial and date the invoice.
- 29.7.7. All vendor invoices that allow a discount for early payment should be paid in the discount period if administratively feasible.
- 29.7.8. All checks paid with ODOC funds must be pre-numbered.
- 29.7.9. All checks paid with ODOC funds must be completed before they are signed.
- 29.7.10. Voided checks must be filed with copies of checks or other accounting documentation for accountability.
- 29.7.11. Subgrantees shall make intact deposits (no cash back).
- 29.7.12. ODOC does not allow cash payments except from petty cash.
- 29.7.13. It is not necessary to keep funds from separate grants (contracts) in separate bank accounts; however, Subgrantees shall maintain separate financial records for each grant.
- 29.7.14. Advances may only be used for allowable weatherization costs that occur during the grant period.
- 29.7.15. Grant funds may only be used for allowable weatherization program expenses. Any use of weatherization program funds for expenditures other than those allowed by the weatherization program, even on a temporary basis, may result in immediate termination of the contract.

30. OKGRANTS EXPENDITURE REPORTS & PAYMENT REQUESTS

30.1. CONTRACT PART II

- 30.1.1 Subgrantee Recipient shall submit a Monthly Expenditure Report by twentieth (20th) and a Weatherization Program Narrative by the tenth (10th) of each month.⁶¹
- 30.1.2 The Subgrantee Recipient shall furnish ODOC with other reports related to this contract in the forms and at such times as may be required by ODOC.⁶²

30.2. EXPENDITURE REPORT PROCEDURES

- 30.1.1 Expenditure reports must be submitted as outlined below and in Table 30.1. All expenditure reports must adhere to Requirement 29.
- 30.1.2 Monthly Expenditure Reports must be submitted (for both DOE WAP and DHS LIHEAP contracts) on the 20th of the month whether funds have been expended or not. There must be at least one expenditure report for each month of the contract period.
- 30.1.3 An additional, standalone Expenditure report must be submitted for any of the following reasons:
 - 30.1.3.1 Purchase of a vehicle,
 - 30.1.3.2 Monitoring disallowed costs outside of contract year, and
 - 30.1.3.3 When journal entries are needed due to revisions in the Subgrantee’s accounting records.
 - 30.1.3.4 At any other time directed by ODOC
- 30.1.4 If a weatherization vehicle has been purchased and is being amortized, monthly, following the OKGrants uploaded and approved amortization schedule, the amortization cost must be recorded on the amortization cost line item on the expenditure report in OKGrants.

	Current Month Amortization Cost	Year-To-Date Amortization Cost
Amortization Cost	\$0	\$0

- 30.1.4.1 Annually, with each new DOE WAP application and contract, the amortization schedule must be uploaded along with other application documentation, until the end of the amortization period.
- 30.1.5 For any vehicle or equipment purchases over \$5,000 that will be fully expended to the current grant period (no amortization), a separate expenditure is still required, but the expense is listed

⁶¹ Contract Part II, 10.B.

⁶² Contract Part II, 10.E.

as part of Program Support (rather than the Vehicle and Equipment over \$5,000 line item). This expense is immediately calculated by OKGrants into the ACPU.

30.1.6 A final expenditure report may be submitted no later than 60 days after the end of the contract.

30.3. PAYMENT REQUEST (ADVANCE) PROCEDURES

30.1.6.1 Requests for payment must be submitted as outlined below and in Table 30.1. Requests for payments (advances) must adhere to Requirement 29.

30.1.6.1.1 Request for Payment of Contract Funds (Advances) should be submitted as funds are required. They must be submitted five working days before needed. Advances will not be processed if current expenditure reports are not received by the due dates listed in this requirement.

30.4. TABLE 3: WEATHERIZATION REPORTING TABLES

OK Department of Human Services LIHEAP Weatherization			
Contract Period: October 1 – September 30 (<i>will be April 1 – March 31 starting calendar year 2023</i>)			
Report Name	Due Date(s)	Frequency	Reporting Period
Expenditure Report	20th	Monthly	Previous Month
Advance	As Needed	As Needed	As Needed
U.S. Department of Energy – Weatherization Assistance Program			
Contract Period: April 1 – March 31			
Report Name	Due Date(s)	Frequency	Reporting Period
Expenditure Report	20th	Monthly	Previous Month
Advance	As Needed	As Needed	As Needed

31. ALLOWABLE COSTS

31.1. CONTRACT PART II

31.1.1 Payments pursuant to this contract are to be made only from monies made available to the Oklahoma Department of Commerce (ODOC) for weatherization activities by the source identified in Part I. Notwithstanding any other provisions, payments to the Subgrantee Recipient by ODOC are subject to the availability of such funds to ODOC, as determined by Federal and/or State action and/or law. ODOC may take any action necessary in accordance with such determination.⁶³

31.1.2 All payments for travel-related costs, including per diem and authorized use of privately owned motor vehicles shall be made in accordance with prevailing state guidance regarding travel reimbursement amounts and procedures for use in determining the standard mileage rate⁶⁴ allowed for a business expense deduction.⁶⁵

31.2. PURPOSE

31.2.1. The purpose of this requirement is to ensure that all costs charged to the grant are allowable and charged to each program in accordance with [2 C.F.R. 200](#). This requirement lists all budget line items, as listed in the OKGrants contracts, and what costs are allowable to be charged to each budget line item.

31.3. ADMINISTRATION

31.2.1 Under administration, a Subgrantee may charge salaries, wages, and fringe benefits for weatherization-related personnel. This includes accounting staff, human resources staff, etc. For Subgrantee-wide administrative, human resource, finance, and clerical positions, Subgrantees may charge as direct expenses only the portion of salaries, wages and fringe benefits that can be directly allocated to the Weatherization Program. Subgrantee-wide administrative, human resource, finance and clerical costs that are directly expensed cannot also be recovered as indirect costs. For more information on direct and indirect costs see [2 CFR 200.413](#) and [2 CFR 200.414](#).

31.2.2 ODOC allows as administrative expenses such items as:

31.2.2.1 Space

31.2.2.2 Supplies (paper, pencils, etc.)

31.2.2.3 Furniture

⁶³ Contract Part II, 1.

⁶⁴ [Oklahoma Mileage Reimbursement Rate](#)

⁶⁵ Contract Part II, 14.

- 31.2.2.4 Operational equipment (fax machines, photocopy machines, etc.)
 - 31.2.2.5 Computer systems and supplies
 - 31.2.2.6 Telephone
 - 31.2.2.7 Postage
 - 31.2.2.8 Copying
 - 31.2.2.9 Utilities (Weatherization Program share)
 - 31.2.2.10 Any other expenditures that are allowable under a different weatherization budget line item.
 - 31.2.2.11 Marketing related items (such as radio ads or pamphlets)
 - 31.2.2.12 Indirect costs are allowed if there is a federally approved indirect cost rate. See [2 CFR 200.414 Indirect \(F&A\) costs](#).
- 31.2.3 Total Subgrantee administrative expenses shall not exceed the contracted percent of total actual allowable expenditures
 - 31.2.4 Service providers must budget 100% of all awarded administration funds, unless otherwise approved by ODOC. A budget revision or contract modification may be requested later in the program year for unspent administration funds.

31.4. TRAINING & TECHNICAL ASSISTANCE (T&TA)

- 31.4.1. T&TA expenses are excluded from the ACPU.
- 31.4.2. T&TA funds are used for
 - 31.4.1.1. Allowable training and technical assistance costs (see Requirement 42 through 44).
 - 31.4.1.2. Professional membership dues in business, technical and professional organizations and subscriptions to trade business, technical and professional periodicals
 - 31.4.1.3. Both in and out of state travel when directly related to the training of the Weatherization Program and allowed by contract
- 31.4.3. Service providers must budget 100% of all awarded training and technical assistance funds. A budget revision or contract modification may be requested later in the program year for unspent T&TA funds.

31.5. INSURANCE

31.5.1. Insurance expenses are excluded from the ACPU.

31.5.2. All Subgrantees must be covered by liability insurance. Liability insurance refers to general contractor, or other insurance policies that provide protection in case of personal injury or property damage resulting from weatherization services. Liability insurance can be charged to the insurance category in the budget, which was created to ensure that such costs would not have to be charged to the administrative cost category nor to program operations.

31.5.2.1. Liability and other types of agency insurance may be budgeted here, if it is cost allocated as per the agency's cost allocation plan.

31.5.2.2. Liability insurance policies generally do not provide coverage for many health and safety measures, especially lead in the form of lead-based paint and other hazardous conditions that might be caused or exacerbated by weatherization activities. Grantees and/or Subgrantees may purchase Pollution Occurrence Insurance (POI) as a part of, or an addendum to, general liability insurance and the costs may be included in the liability insurance category. The policy cannot exclude lead if DOE funds are used to purchase the policy. If applicants do not obtain POI coverage and damage occurs or there is disturbance to any other environmental pollutants, the cost of remediation, clean up, relocation, medical expenses, or any other resulting costs may not be charged to DOE Weatherization and must be covered by another funding source.

31.6. AUDIT

31.5.1 Audit expenses are excluded from the ACPU.

31.5.2 The agency's financial audit (that must meet [Uniform Grant Guidance](#) requirements) is budgeted here. The cost must be cost allocated as per the agency's cost allocation plan.

31.7. PROGRAM SUPPORT

31.7.1. Program Support expenses are calculated as part of the ACPU

31.7.2. On-Site Salaries & Wages

31.7.2.1. Use this budget line item for any salary and fringe for any crew-based Crew Leader, Energy Auditor, QCI, or Retrofit Installer doing work on site in a client home.

- 31.7.2.2. Costs of completing an energy audit, even if it doesn't result in a completed weatherized unit, may be charged here.
- 31.7.3. Labor: Payroll/Program Support
 - 31.7.3.1. Funds budgeted in this Cost Category are for any other staff salary & fringe for employees within the applicant's WAP program not working directly on installing, auditing, or inspecting work completed in a home, for example, the Program Manager, Intake or Administrative and Accounting Staff, Executive Director, etc.
 - 31.7.3.2. Salary and fringe for staff attending classroom, conference, or online training can also be charged here **IF** training funds are exhausted.
- 31.7.4. Labor: Subcontracted
 - 31.7.4.1. Labor budgeted here is for any work completed by a subcontractor of any type (another service provider, HVAC, roofing, insulation installer, etc.).
- 31.7.5. Transportation
 - 31.7.5.1. Transportation expenses are those that are used to transport weatherization materials, tools, equipment, and workers to a storage site and to the site of weatherization.
 - 31.7.5.2. The cost of maintenance, operation, and insurance of vehicles used to transport weatherization materials.
 - 31.7.5.3. Vehicle usage expenses may also be charged to transportation and may include mileage reimbursement for non-Subgrantee owned vehicles and may also include expenses for Subgrantee owned or leased vehicles used for weatherization, such as
 - 31.7.5.3.1. Gas and oil
 - 31.7.5.3.2. License and taxes
 - 31.7.5.3.3. Tires and vehicle repairs
 - 31.7.5.3.4. Vehicle insurance (collision and liability)
 - 31.7.5.3.5. Vehicle lease
 - 31.7.5.3.6. Vehicle lease termination
- 31.7.6. Vehicles purchased or leased by the WAP that benefit more than one program may make the equipment available for use on other projects or programs provided that such use does not interfere with the weatherization work. A cost allocation for vehicle usage by other programs shall include an equitable distribution of reimbursement to the WAP

for all costs, including those noted above. Use the standard IRS mileage rate for passenger vehicles and light-duty pickup trucks. For crew trucks and other large vehicles, establish a reimbursement rate accounting for all expenses including those noted above.

31.7.7. Tools & Equipment

31.7.7.1. The cost of tools and equipment purchases or leases (less than \$5,000 OR those that are greater than \$5,000 that the agency does not wish to amortize) are eligible expenses for this budget line item.

31.7.7.2. The cost of maintenance of tools and equipment is an eligible cost. Tools and equipment purchased with Federal dollars must be maintained as per manufacturer's specifications.

31.7.7.3. **Please note that the full budgeted/purchase price of these items are immediately calculated into the ACPU.**

31.7.8. Storage

31.7.8.1. Storage costs of weatherization materials, tools, equipment, and weatherization vehicles are all eligible.

31.7.8.2. **NOTE: No leases may be pre-paid that exceed the end of the grant period.**

31.7.8.3. A current lease (that is properly procured) is required for all leased storage units.

31.7.8.4. Utility costs at a storage only (heat, light, water) are allowable.

31.7.8.5. Service providers may use this budget category to retrofit a storage facility.

31.7.8.5.1. Service providers must submit a request to the State Tech to receive written approval prior to beginning a retrofit of any storage facility.

31.7.9. Office Expenses

31.7.9.1. General office supplies can be budgeted here, provided the costs follow a cost allocation plan.

31.7.9.2. Eligible costs may include (but are not limited to): Space rental/lease, utilities, telephone, paper, internet, copier, etc.

31.8. HEALTH & SAFETY

- 31.8.1. Health and Safety (H&S) is 16% of the ACPU or \$1,281.44 per home (\$8,009 x 16%). To determine an agency's maximum allowed H&S amount, multiple \$1,281.44 x the number of planned weatherized units for the PY22 program year.
- 31.8.2. Subgrantees may only budget a maximum of 16% of the ACPU at time of initial application; however, additional percent increase may be requested later in the contract period.
- 31.8.3. Allowable health and safety materials (see Requirement 35) and the cost of labor to install the materials can be budgeted in this Cost Category.
- 31.8.4. **Health and Safety training is NOT an allowable cost under H&S. H&S Training must be charged to the Training budget line item.**

31.9. MATERIALS

- 31.9.1. Material costs are calculated as part of the ACPU.
- 31.9.2. See [RFA and ODOC's Policy and Procedures for Energy Audits](#), as well as Requirement 32 for allowable energy conservation measures.
- 31.9.3. **Allowable health & safety measures must be charged to health and safety and not to materials.**

31.10. VEHICLE & EQUIPMENT ACQUISITION COST

- 31.10.1. Not immediately calculated into ACPU.
- 31.10.2. Include the full purchase price of a vehicle acquisition in this line item. Be sure to submit a [Vehicle Acquisition Request Form](#) if any funds are budgeted here. A vehicle may NOT be purchased without DOE and ODOC prior written approval.
- 31.10.3. It is important to note that the acquisition cost of any vehicles and equipment over \$5,000 will NOT be calculated into the cost of the ACPU. The amortized cost of the vehicle will be included in the cost of the ACPU when reported monthly on the expenditure reports. Training on how to purchase and amortize vehicles can be found on [ODOC's website](#).
- 31.10.4. Once Program budget calculations have been determined, use the applicant's award letter to determine the administration and T&TA budget amounts.

31.11. PROGRAM INCOME

- 31.11.1. Program Income, as defined by [2 CFR 200.80](#) is gross income earned by the recipient that is directly generated by supported activity or earned as a result of federal award

activities, during the award period. Program Income includes income from fees for services performed, the use of rental or real personal property acquired under the federally funded project, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights, and from payments of principal and interest on loans made with federal funds. Program Income does not include rebates, credits, discounts, etc., or interest earned on any of them.

31.11.2. Program Income must be treated as an addition to program funds and is subject to the same rules as appropriated funds.

31.11.2.1. Program Income must be accounted for separately and expended before any other program funds are spent. Program Income is tracked as a separate line item and is not included in ODOC contract budgets or expenditure reports.

31.11.2.2. Verification of Program Income, received within an annual budget period, must be submitted to an ODOC Energy Project Specialist for approval.

31.11.2.3. Accounting records verifying the use of Program Income must be made available to ODOC staff upon request.

31.11.3. For all federal funds, proceeds from the sale of real property, equipment (including vehicles), or supplies are not program income; such proceeds are handled in accordance with [2 CFR 200.311 Real Property](#), [2 CFR 200.313 Equipment](#), and [2 CFR 200.314 Supplies](#), as applicable.

31.12. PROGRAM OPERATIONS VS. PROGRAM SUPPORT VS. PROGRAM

31.12.1. Program Operations

31.12.1.1. See definition for Program Operations.

31.12.1.2. Program Operations = Program Support + Materials

31.12.1.3. Program Operations is inclusive of all costs used to calculate the Average Cost Per Unit. In other words, these are all direct costs (both labor and materials) that are spent on a home to install energy efficiency measures that have measurable energy savings.

31.12.2. Program Support

31.12.2.1. Program Support = Labor + Transportation + Vehicles/Equipment + Office Expenses

31.12.2.2. Program support costs are allowable costs when incurred in the provision of weatherization services as described in this section. They are limited by the ACPU.

31.13. TRAVEL

- 31.13.1. Travel costs shall be charged to the Transportation, to T/TA, or to Administration depending upon the purpose of the travel.
- 31.13.2. Subgrantees shall follow State Travel Reimbursement Act (STRA), Title 74 O.S., Section 500.1, et seq., except as noted, when using ODOC contract(s) funds.⁶⁶ However, when a Subgrantee has existing travel policies more restrictive than ODOC's or when a grant contains more restrictive limitations, the more restrictive limitations shall
- 31.13.3. ~~Subgrantees~~ Subgrantees shall maintain and adhere to written travel regulations and procedures, which have been approved by their Board of Directors or governing leadership when using contract funds. Such procedures and regulations shall be consistent with (or more restrictive than) these requirements.
- 31.13.4. Subgrantee payments for travel by employees, consultants, board members or other persons approved and authorized to perform official travel for the Subgrantee shall be authorized in advance and supported by properly approved documents covering both travel and, if applicable, per diem. Such payments shall be in conformance with the standards set forth in this document.

⁶⁶ See [Oklahoma Statewide Accounting Manual](#)

32. ALLOWABLE ENERGY CONSERVATION MEASURES

32.1 CONTRACT PART II

32.1.1. The State will require that all bid specifications for material purchased comply with the [CFR 440 Appendix A](#), Standards for Conformance. ODOC will randomly check material inventories for compliance with regulations.⁶⁷

32.1.2. All units weatherized shall receive an audit using no less than version 8.9 of the NEAT/MHEA software. In addition, each unit must be weatherized in accordance with eligible measures resulting from the audit, and only using materials meeting the Standards of Conformance in [Appendix A](#).⁶⁸

32.2. PURPOSE

32.2.1. PLACEHOLDER

32.3. DEFINITION OF ENERGY CONSERVATION MEASURE (ECM)

32.3.1. All weatherization measures must be “cost effective” as defined by DOE, except for the cost of measures to eliminate health and safety (H&S) hazards that meet the subgrantee’s approved H&S plan. “Cost effective” means that each measure and package of measures installed in a dwelling unit must have a savings-to-investment ratio (SIR) which meets or exceeds 1.0. There is a single exception: blower door guided air sealing may have an SIR less than 1.0, if the cumulative SIR of the package of measures is equal to or greater than 1.0, not including H&S measures. Cost effective measures, determined by an energy audit are called “Energy Conservation Measures.”

32.4 ALLOWABLE ECMS

32.2.1. The type of weatherization work to be done in Oklahoma must be in compliance with [Appendix A](#) (following ODOC’s DOE approved energy audit procedures):⁶⁹

32.2.1.1. installing insulation (floor, attic, wall, hot water tank);

32.2.1.2. low flow showerheads;

32.2.1.3. lighting retrofits;

32.2.1.4. duct sealing;

32.2.1.5. air sealing;

32.2.1.6. weather-stripping, caulking, hole patching;

⁶⁷ Contract Part II, Section 31

⁶⁸ Contract Part II, Section 6(B)

⁶⁹ This is a summary list, not a complete itemized list of all measures installed in Oklahoma. List taken from Master File of [State Plan](#).

- 32.2.1.7. replacing/repairing windows and doors;
 - 32.2.1.8. energy related health and safety measures;
 - 32.2.1.9. heating and cooling system safety checks;
 - 32.2.1.10. replacement of heating and cooling systems;
 - 32.2.1.11. clean/repair and/or replacement of electric baseload appliances/fixtures;
 - 32.2.1.12. other incidental and necessary energy related repairs and replacements.
- 32.2.2. And those measures outside of [Appendix A](#) approved by DOE during the 2019 Energy Audit Re-approval:
- 32.2.2.1. Tankless Hot Water Heaters
 - 32.2.2.2. Spray Foam
 - 32.2.2.3. LEDs
 - 32.2.2.4. Refrigerators
- 32.2.3. The following items must be first considered as an ECM before a Health and Safety measure.
- 32.2.3.1. Heating
 - 32.2.3.2. Cooling
 - 32.2.3.3. Water heater
- 32.2.4. A complete and comprehensive list of all allowable energy conservation measures (as approved by DOE) can be found in Attachment 4 (NEAT) and Attachment 5 (MHEA).

32.5 SPECIAL MATERIAL APPROVALS

- 32.5.1. A subgrantee may request approval to use a material not listed in [Appendix A](#) by written request to ODOC. ODOC will then consider submitting the request to DOE for approval. Materials installed as General Heat Waste (GHW) measures, H&S measures, Incidental Repair measures, or ancillary measures do not have to comply with this requirement.
- 32.5.2. A form has been created by DOE to assist Grantees in requesting approval for materials not listed in [Appendix A](#) and is available as an attachment to [WPN 19-4](#). The subgrantee must submit these items to ODOC:
- 31.3.1.1. A written request for “Special Approval of Energy Conservation Material.”
 - 31.3.1.2. Documentation demonstrating the material’s cost effectiveness using the NEAT/MHEA.
 - 31.3.1.3. Information related to applicable standards for the material or installation.

31.3.2. Once submitted and approved by DOE, ODOC will notify the network of its determination in writing.

33. AVERAGE COST PER UNIT

33.1. CONTRACT PART II

33.1.1. Concurrent with quarterly progress report review, ODOC will also review each Subgrantee Recipient's year to date Average Cost Per Unit (Program Support plus Materials divided by the number of completed units). If, at the end of the second quarter of the Program Year, the Average Cost Per Unit exceeds the current Program Year's threshold, and the Subgrantee Recipient does not have prior written, explicit ODOC permission to exceed the Average Cost Per Unit, the Subgrantee Recipient will be placed immediately on reimbursement only. ODOC may also require the Subgrantee Recipient to submit a corrective action plan if there is less than 75 percent (75%) of planned production completed. At the end of the Program Year, if ODOC determines that the Subgrantee Recipient has exceeded the Average Cost Per Unit without prior written, explicit ODOC permission to do so, the Subgrantee Recipient may be required to pay back all program funds until the ACPU is below the required threshold.⁷⁰

33.2. PURPOSE

33.2.1. PLACEHOLDER

33.3. PROCEDURES

33.3.1. It is CRITICAL to note that all Program expenses listed as calculated as part of the ACPU in Requirement 31 are ONLY allowable up to the threshold of the Program Year 2022 Average Cost Per Unit (ACPU). As per [DOE WPN 22-1](#), the **PY22 ACPU is \$8,009**.

33.3.2. In other words, for any Program Support or Material expense, if there is not enough production to keep the ACPU below the agency's allowable threshold, there will be monitoring findings and disallowed costs. An allowable expense (any of the allowable costs listed in Requirement 31) becomes **disallowed** if it results in the ACPU being exceeded without ODOC written approval.

33.3.3. It is possible to request ODOC approval to exceed the ACPU. This request must be sent to the Energy Project Specialist (via email) by the end of the third quarter (December 30) with the following information:

33.3.3.1. What the current ACPU is,

33.3.3.2. What the projected ACPU will be if the agency completes the approved management plan,

⁷⁰ Contract Part II, 4.L.

- 33.3.3.3. How the agency will need to adjust their management plan and/or budget/award amount to meet the ACPU,
 - 33.3.3.4. What new ACPU threshold the agency is requesting, and
 - 33.3.3.5. Why the agency believes the higher ACPU is needed (what factors resulted in a higher-than-expected ACPU?).
- 33.3.4. Approval to exceed the DOE allowed ACPU will only be provided on a first come, first serve basis, and with sufficient justification.
- 33.3.5. A high ACPU approved on a monthly expenditure report in OKGrants is NOT an approval to have a high ACPU for the program year. ODOC will allow an agency to exceed the ACPU in each month, early in the contract period, provided the agency is on track to meet its management plan and has a consistent spending rate. The ACPU is an average, so one or two months is not a cause for concern. **However, three months or more of a high ACPU may result in ODOC taking further action** (see 33.1.1)
- 33.3.6. Expenditure reports submitted in the 4th quarter (after January 1) will be rejected for a high ACPU.

34. DISALLOWED COSTS

34.1. CONTRACT PART II

34.1.1. PLACEHOLDER

34.2. PURPOSE

34.2.1. PLACEHOLDER

34.3. PROCEDURES

34.3.1. PLACEHOLDER

HEALTH & SAFETY

35. HEALTH & SAFETY

35.1. CONTRACT PART II

35.1.1. The Subrecipient will comply with the requirements of the [Department of Energy Weatherization Program Notice 22-7](#) Weatherization Health and Safety Guidance or newer guidance if available. All measures, including any H&S installations, must follow [the National Resource Energy Laboratory's Standard Work Specifications](#) (NREL's SWS), the most current [Oklahoma Field Guide](#), and all ODOC policies and procedures within the Weatherization Program Operations Manual and [ODOC's Policy and Procedures for Energy Audits](#). All state ([Oklahoma Uniform Building Codes](#)) and local codes ([Municode – Oklahoma](#)) must also be followed in the event that they are either in conflict with or are more stringent than ODOC/DOE policy.

35.1.1.1. Hazardous Waste Materials generated during the course of weatherization work shall be disposed of according to all local laws, regulations and/or Federal guidelines, as applicable, and as per the Weatherization Operations Manual.

35.2. PURPOSE

35.2.1. Although the Weatherization Assistance Program (WAP) is primarily an energy efficiency program, the Health and Safety (H&S), of both clients and workers, is of great concern to both DOE and ODOC. The [WAP mission](#) is to, “reduce energy costs for low-income households by increasing the energy efficiency of their homes, **while ensuring their health and safety.**” Allowable energy related H&S issues, within a Subgrantee Recipient's budget, should be addressed, as necessary, in order to commence or finish weatherization measures.

35.3. ALLOWABLE COSTS

35.3.1. A H&S cost is allowable when it meets all of the following [criteria](#):

35.3.1.1. The H&S cost is listed as allowable within this Requirement and within the Oklahoma DOE approved State Plan, or allowable per ODOC written approval in the case of a unique situation that is not explicitly covered in these policies.

- 35.3.1.2. The H&S cost is reasonable according to market standards, DOE, and ODOC policies. Procurement procedures, to include both informal and formal price comparisons, must be followed as per Requirement 38.
 - 35.3.1.3. The H&S cost is necessary to effectively perform weatherization work OR is necessary as a result of weatherization work.
 - 35.3.1.4. The H&S cost is not justifiable as an ECM.
 - 35.3.1.5. At least one (1) ECM is charged to the same grant for the same home the H&S cost is charged to.
 - 35.3.1.6. The full H&S measure cost (both labor and material) is charged to one funding source.
- 35.3.2. Subgrantee Recipient should budget H&S expenditures, in a separate budget category, at no more than sixteen percent (16%) of total anticipated annual Program Operation expenditures or approximately sixteen percent (16%) of the average cost per unit (ACPU) for the program year. A Subgrantee Recipient can request ODOC permission to exceed the sixteen percent (16%) threshold if needed. Subgrantee Recipients are strongly encouraged to blend funds not associated with WAP to abate or resolve any H&S issues that are outside the scope of this requirement.

35.4. PROCEDURES

- 35.4.1. Weatherization services must be provided in a manner that minimizes risk to workers and occupants. No weatherization testing or work should proceed in a home that puts workers or occupants at a health or safety risk. Although WAP does not provide all the solutions, awareness of potential hazards is essential to providing quality services.
- 35.4.2. The following Health and Safety issues are outlined in this requirement:
 - 35.4.2.1. Heating systems
 - 35.4.2.2. Cooling systems
 - 35.4.2.3. Asbestos
 - 35.4.2.3.1. In siding, walls, ceilings, etc.
 - 35.4.2.3.2. In vermiculite
 - 35.4.2.3.3. On pipes, furnaces, and other small-covered surfaces
 - 35.4.2.4. Biologicals and unsanitary conditions
 - 35.4.2.5. Building structure and roofing
 - 35.4.2.6. Code compliance

- 35.4.2.7. Combustion gases
- 35.4.2.8. Electrical
 - 35.4.2.8.1. Including knob and tube wiring
- 35.4.2.9. Formaldehyde, volatile organic compounds (VOCs), flammable liquids, and other air pollutants
- 35.4.2.10. Fuel leaks
- 35.4.2.11. Gas ovens/stovetops/ranges
- 35.4.2.12. Hazardous materials disposal
- 35.4.2.13. Injury prevention of occupants and weatherization workers
- 35.4.2.14. Lead based paint
- 35.4.2.15. Mold and moisture
- 35.4.2.16. Occupant Health and Safety concerns and conditions
- 35.4.2.17. Pets
- 35.4.2.18. Radon
- 35.4.2.19. Safety devices: smoke and carbon monoxide alarms, fire extinguishers
- 35.4.2.20. Ventilation and indoor air quality
- 35.4.2.21. Window and door replacement, window guards
- 35.4.2.22. Worker safety (OSHA, etc.)
- 35.4.2.23. Water heater
- 35.4.3. ODOC recognizes that it is not possible to catalog all potential H&S problems. Should concerns not enumerated in this document be identified, it is the Subgrantee Recipient's responsibility to notify ODOC of the problem and obtain specific directions on how to proceed before any weatherization work commences. Failure to adhere to this requirement may result in disallowed costs for the Subgrantee Recipient and potential liability for any subcontractor.
- 35.4.4. For each health and safety issue listed in this Requirement, the following regulations apply:
 - 35.4.4.1. Assume that if a cost is NOT listed as allowable in each Requirement 3.4 it is not an allowable DOE WAP expense. If unsure, or if there is a unique situation that is not covered in this requirement, Subgrantee Recipients are always encouraged to ask ODOC about specific situations before deferring a home for H&S reasons.

- 35.4.4.2. If a potential measure can be justified as an ECM with an SIR greater than one (1), then the measure must be installed as an ECM charged to Program Operations, rather than as a H&S measure.
- 35.4.4.3. All applicable State and local (or AHJ) codes must be followed, and manufacturer approved materials and instructions must be used while installing any weatherization measures.
- 35.4.4.4. Workers shall know the limits of their knowledge, and when the AHJ requires a licensed professional to perform a certain task.
- 35.4.4.5. Subgrantee Recipients are required to ensure that all agency workers and sub-contractors are qualified and adequately trained to implement the DOE Standard Work Specifications as well as state and local (or AHJ) codes specific to the work being conducted (electrical, plumbing, etc.). For additional guidance and requirements on training, please see Requirement 42 through 44.
- 35.4.4.6. Under all circumstances, client education **MUST** be provided by the Subgrantee Recipient when an issue is found in a home, even if a home is deferred or if the issue is abated. This must be documented with the client signature on [Form 25](#). It is a best practice to educate the client at the beginning and end of the weatherization work.
- 35.4.4.7. Whenever new equipment is installed – ventilation fans, HVAC, etc., - the paperwork that comes with the unit, including the user’s manual and warranties, must be provided to the client. A client signature must be obtained and maintained in the client file to document that both manuals [[Form 35](#)] and warranties [[Form 48](#)] were received.
- 35.4.4.8. Though not written out in every case, it is implied that workers responsible for carrying out the required tests described throughout the guidance will receive the training needed to competently perform those tests, as applicable. All required testing/inspection related items must be documented in each client file. On the same note, where workers will have to make decisions in the field, it is understood that they will receive training on applicable policies that should inform those decisions. For additional guidance and requirements on training, please see Requirement 42 through 44.

- 35.4.4.9. Replacement appliances shall comply with the minimum standards of energy efficiency for major appliances established by the [National Appliance Energy Conservation Act \(NAECA\) of 1987](#).
- 35.4.4.10. Agencies are required to document all measure installations and any potential health and safety findings on the Energy Audit Form [[Form 28](#)].
- 35.4.4.11. Under no circumstance should weatherization work which would exacerbate health and safety problems, for either the occupant or the worker, proceed.
- 35.4.4.12. All procurement procedures (see Requirement 38) must be followed when procuring H&S services or products.
- 35.4.4.13. During the final inspection(s), both the local QCI and State QCI must document H&S issues that were identified [[Form 44](#)], including any missed opportunities.
- 35.4.4.14. Many health and safety issues are beyond the scope of the weatherization program. Therefore, standards are in place to allow for weatherization providers to refuse service, defer work, and/or refer applicants to other programs for assistance. These deferrals are explained and documented for the client [[Form 33](#) or [Form 24](#)]. These deferrals must also be tracked and submitted to ODOC quarterly. For additional guidance on Deferrals/Referrals, please see Requirement 24.
- 35.4.4.15. Subgrantee Recipients must keep track of all H&S measures as part of quarterly reporting in OKGrants [[Form 49](#)].

35.5. HEATING SYSTEMS

35.5.1. Primary Heating System

35.5.1.1. Allowability:

- 35.5.1.1.1. “Red tagged”, inoperable, or non-existent heating system (including solid fuel heating units such as wood stoves) replacement, repair, or installation is allowed, provided the cost is allowable per Requirement 35.3 and follows the guidance listed below.
- 35.5.1.1.2. Standalone electric space heater replacement, repair or installation is not allowed.
- 35.5.1.1.3. Space heaters are not allowed to be primary heat sources.

35.5.1.1.4. DOE will not permit any DOE-funded weatherization work where the completed dwelling unit is heated with an unvented gas- and/or liquid-fueled space heater as the primary heat source. The primary heat source must be replaced with a vented unit prior to weatherization. The replacement unit must be sized so it is capable of heating the entire dwelling unit, consistent with audit requirements described in [10 CFR 440.21\(e\)\(2\)](#).

35.5.1.2. Actions

35.5.1.2.1. Make sure primary systems are present, operable, and performing correctly. Unsafe units, including space heaters, and any unit that does not conform to [ANSI Z21.11.2](#), must be repaired, removed, rendered inoperable, or deferral is required.

35.5.1.2.2. Combustion Analysis must be performed on any forced air combustion heating system following [ANSI/BPI 1200 Standards](#). If analysis could not be performed, indicate your reason on [Form 28](#) and in the NEAT/MHEA Energy Audit comments.

35.5.1.2.2.1. This includes diagnostic testing for CAZ depressurization, spillage, carbon monoxide levels, and combustion efficiency.

35.5.1.2.2.2. It is allowable to drill into B-vent for the purpose of combustion analysis so long as:

35.5.1.2.2.2.1. The hole drilled is no bigger than required for testing.

35.5.1.2.2.2.2. The holes are sealed with high temperature caulk to seal the inner and, if needed, the outer sleeve. Use high temperature metal tape for extra assurance to seal around the outer hole.

35.5.1.2.3. Input the heating tune-up or replacement of the primary heating system in the NEAT/MHEA program to determine potential energy savings at an ECM with an SIR of 1.0 or above. Documentation [[NEAT/MHEA Input Report](#)] to show this attempt of cost justification must be kept in client file.

35.5.1.2.3.1. If the heating tune-up or replacement results in an ECM with an SIR of 1.0 or above, replace or tune-up as a regular ECM.

35.5.1.2.3.2. If the NEAT/MHEA program does not determine the primary hearing system replacement or tune-up to be an ECM, repair or replace the primary heating system using H&S funds.

35.5.1.2.3.3. Document reason for replacing heating system using H&S funds on the Energy Audit Form [[Form 28](#)]

35.5.1.2.4. Use proper sizing protocols (Manual J, State Approved sizing protocols, NEAT/MHEA outputs, etc.) based on post-weatherization housing characteristics, including installed mechanical ventilation, when installing or replacing a heating appliance.

35.5.1.2.5. If a primary heating system is unsafe, and cannot be repaired, replaced, or removed, then weatherization services cannot be provided, and the home must be deferred.

35.5.1.2.6. See Requirement 35.7 - Hazardous Materials Disposal section for proper disposal of any heater that is removed from a client's home.

35.5.1.3. Testing Protocols

35.5.1.3.1. On combustion equipment, inspect chimney and flue and test for CAZ depressurization, Carbon Monoxide, Spillage, and Combustion Efficiency using [ANSI/BPI 1200 Standards](#).

35.5.1.3.2. For solid fuel appliances look for visual evidence of soot on the walls, mantel or ceiling or creosote staining near the flue pipe.

- 35.5.1.3.3. Depressurization and spillage testing is required for all [Category 1](#) appliances pre-and post-weatherization and before leaving the home on any day when work has been done that could affect draft (e.g. air or duct sealing, adding exhaust ventilation).
- 35.5.1.3.4. CO testing is required for all combustion appliances, regardless of venting type.
- 35.5.1.3.5. Verify proper clearances for all combustion venting types.
- 35.5.1.3.6. Visually inspect the entirety of solid fuel-fired appliance installations (e.g., wood stoves, coal stoves, pellet stoves, fireplaces) including the venting system to ensure it adheres to the applicable code or local authority having jurisdiction. Appliances must be inspected pre- and post-weatherization.
- 35.5.1.3.7. Conduct pre-and post-weatherization worst case CAZ depressurization testing in spaces having a fireplace or woodstove. Since there is no consensus method for verifying safe operation of fireplaces and woodstoves, the vent must meet national or local codes or the home cannot be weatherized.
- 35.5.1.3.8. Safety inspections related to space heaters, fireplaces, and woodstoves must include, but not be limited to, verification of adequate floor protection, and code-compliant clearances to walls and other combustible materials.

35.5.2. Secondary Heating System

35.5.2.1. Allowability

- 35.5.2.1.1. Replacement or installation of secondary heating systems with DOE funds are not allowed.
- 35.5.2.1.2. Maintenance or repair of secondary systems is allowed, provided the cost is allowable per [Section I, B.](#)

35.5.2.2. Actions

- 35.5.2.2.1. During initial Energy Audit, all secondary units must be identified and noted.

- 35.5.2.2.2. Any noted unsafe secondary units, including space heaters, and any unit that does not conform to [ANSI Z21.11.2](#), must be repaired, removed or rendered inoperable, or deferral is required.
- 35.5.2.2.3. Secondary unvented units that conform to the safety standards [ANSI Z21.11.2](#) may remain as back-up heat sources. DOE is allowing this flexibility primarily to provide low-income clients an emergency backup source in the event of an electrical power outage.
- 35.5.2.2.4. Secondary unvented units that meet the [ANSI Z21.11.2](#), but are not operating safely, must be removed and properly disposed of.
 - 35.5.2.2.4.1. Unsafe secondary unvented units that meet [ANSI Z21.11.2](#) are defined as those with yellow flame, corroded wiring, and noticeable scorch soot.
- 35.5.2.3. Weatherization work cannot begin until any identified unsafe secondary heating units have been removed. If the occupant refuses removal, the home must be deferred.
- 35.5.2.4. See Section 35.7 - Hazardous Materials Disposal section for proper disposal of any secondary heater that is removed from a client's home.
- 35.5.2.5. No unvented combustion appliances (safe or unsafe) may remain as secondary units in manufactured homes.
- 35.5.2.6. Testing Protocols
 - 35.5.2.6.1. On combustion equipment, inspect chimney and flue and test for CAZ depressurization, Carbon Monoxide, and Spillage using [ANSI/BPI 1200 Standards](#).
 - 35.5.2.6.2. For solid fuel appliances look for visual evidence of soot on the walls, mantel or ceiling or creosote staining near the flue pipe.
 - 35.5.2.6.3. Check circuitry to ensure adequate power supply for existing space heaters that remain in the home that are safe.

35.5.2.7. Client Education for Heating Systems

- 35.5.2.7.1. When deferral is necessary, provide information to the client, in writing, describing conditions that must be met in order for weatherization to commence. A copy of this notification must also be placed in the client file [[Form 33](#)]
- 35.5.2.7.2. Discuss appropriate use and maintenance of units.
- 35.5.2.7.3. Provide all paperwork, warranties [[Form 48](#)], and manuals [Form 35] for any installed equipment.
- 35.5.2.7.4. Discuss and provide information on proper disposal of bulk fuel tanks when not removed as part of the weatherization work.
- 35.5.2.7.5. Where combustion equipment is present, provide safety information including how to recognize depressurization, dangers of CO poisoning, and fire risks associated with combustion appliance use
- 35.5.2.7.6. Provide information sheet on appropriate use and maintenance of units, including tune-ups, cleaning, and discuss the risks and warning signs associated with high CO in a household.
- 35.5.2.7.7. If a client refuses to have an unsafe heating unit removed from the home, educate client of hazards, and defer the home.
- 35.5.2.7.8. The homeowner shall be notified of the results of all combustions safety tests.

35.6. COOLING SYSTEMS

35.6.1. Primary Air Conditioning Systems

35.6.1.1. Allowability

- 35.1.1.1.1. Replacement, repair, or installation of a primary air conditioning system is allowed in at risk occupant homes when there is an existing air conditioning unit in the home that is not working, provided the cost is allowable per Requirement 35.3, and climate conditions warrant.

35.1.1.1.2. Primary air conditioning units cannot be replaced if the client does not meet at risk definition as defined in Section II of this Requirement. A client is at risk if they can provide documentation of the following:

35.1.1.1.2.1. Home ownership (either the applicant themselves or one of the occupants) AND that at least one of the following individuals is an occupant in the home:

35.1.1.1.2.1.1. a child under the age of five (5)

35.1.1.1.2.1.2. a person over the age of 65

35.1.1.1.2.1.3. a disabled person

35.6.1.2. Actions

35.6.1.2.1. Make sure primary systems are present, operable, and performing correctly.

35.6.1.2.2. Input the air conditioning unit replacement, repair, or installation in the NEAT/MHEA program to determine potential energy savings at an ECM with an SIR of 1.0 or above. Documentation [NEAT/MHEA Input Report] to show this attempt of cost justification must be kept in client file.

35.6.1.2.2.1. If the air conditioning unit replacement, repair, or installation results in an ECM with an SIR of 1.0 or above, replace or tune-up as a regular ECM.

35.6.1.2.2.2. If the NEAT/MHEA program does not determine the primary air system replacement, repair, or installation to be an ECM, and the client meets the at-risk definition, H&S funds can be used to repair, replace, or install a new primary air conditioning unit.

35.6.1.2.2.3. Document reason for replacing cooling system using H&S funds on the Energy Audit Form [\[Form 28\]](#)

35.6.1.2.3. Use proper sizing protocols according to (Manual J, State Approved sizing protocols, NEAT/MHEA outputs, etc.) based on post-weatherization housing characteristics, including installed mechanical ventilation, when installing or replacing a cooling system.

35.6.1.2.4. If a primary air conditioning unit is unsafe, and cannot be repaired, replaced, or removed, either because the client does not give permission or the client does not meet the at-risk definition, then weatherization services cannot be provided, and the home must be deferred.

35.6.1.2.5. See Requirement 35.16- Hazardous Materials Disposal section for proper disposal of any air conditioning unit that is removed from a client's home.

35.6.1.3. Testing Protocols

35.6.1.3.1. If cooling system is inoperable or poorly working, a licensed HVAC contractor or individual must inspect and test the cooling system.

35.6.2. Secondary Air Conditioning Systems

35.6.2.1. Allowability

35.6.2.1.1. Replacement or installation of secondary air conditioning systems with DOE funds are not allowed.

35.6.2.2. Actions

35.6.2.2.1. Unsafe secondary units, including any secondary air conditioning units, must be repaired, removed, or rendered inoperable, or deferral is required.

35.6.3. See Requirement 35.16- Hazardous Materials Disposal section for proper disposal of any secondary air conditioning unit that is removed from a client's home.

35.6.3.1. Testing Protocols

35.6.3.1.1. If cooling system is inoperable or poorly working, a licensed HVAC contractor or individual must inspect and test the cooling system.

35.6.3.2. Client Education for Cooling Systems

- 35.6.3.2.1. When deferral is necessary, provide information to the client, in writing, describing conditions that must be met in order for weatherization to commence. A copy of this notification must also be placed in the client file. [[Form 33](#)]
- 35.6.3.2.2. Discuss appropriate use and maintenance of units.
- 35.6.3.2.3. Provide all paperwork, warranties [[Form 48](#)], and manuals [[Form 35](#)] for any installed equipment.
- 35.6.3.2.4. Discuss and provide information on proper disposal of bulk fuel tanks when not removed as part of the weatherization work.
- 35.6.3.2.5. Where combustion equipment is present, provide safety information including how to recognize depressurization.
- 35.6.3.2.6. Provide information sheet on appropriate use and maintenance of units, including tune-ups, cleaning, and discuss the risks and warning signs associated with high CO in a household.

35.6.3.3. Training for both Heating and Cooling Systems

- 35.6.3.3.1. The Oklahoma WAP network contracts out all HVAC work replacement units. Subgrantee Recipients are required to ensure their sub-contractors are trained per DOE rules and regulations to ensure that the most current Oklahoma Field Guide is followed, and that all weatherization work is in compliance with NREL's most current SWS, and all ODOC policies and procedures.
- 35.6.3.3.2. For additional guidance and requirements on training, please see Requirement 42-44.
- 35.6.3.3.3. CAZ depressurization testing, combustion analysis, and inspection per [ANSI/BPI 1200 Standards](#).

35.7. ASBESTOS

35.7.1. General Asbestos Requirements

35.7.1.1. During the initial energy audit, all homes must be visually inspected for suspected asbestos. Close attention should be paid to the exterior wall surfaces and subsurface, floors, and ceilings. In Oklahoma, asbestos is commonly found on pipes, so use caution, and thoroughly inspect units. Any suspected asbestos must be noted and, depending on where the suspected asbestos is located, the appropriate required actions must be taken. **Asbestos can only be identified and confirmed by a certified AHERA tester. When budget and time constraints prevent AHERA testing, suspected ACM materials should be treated as though asbestos has been confirmed.** See below for further guidance on what that required action must be taken and what costs are allowable regarding asbestos found in siding, walls, ceilings, vermiculite, or pipes, furnaces, other small, covered surfaces.

35.7.1.2. A blower door test must NOT be setup and performed in a home with suspected ACM when any of the following situations apply:

35.7.1.2.1. Any home built prior to 1930 that has an old furnace system with friable asbestos insulated ducting systems.

35.7.1.2.2. A home with popcorn ceilings in which grinding or disturbing the ceiling would be required.

35.7.1.2.3. Any home with suspected friable ACM in which the blower door test will disturb it. A blower door test can only be run after encapsulation is completed by an appropriately trained AHERA asbestos control professional.

35.7.1.2.4. A home in which vermiculite is present. A blower door test can only be run after encapsulation is completed by an appropriately trained AHERA asbestos control professional.

35.7.1.3. In order to find a licensed AHERA asbestos control professional, or to become a licensed professional visit the [Oklahoma Department of Labor](#) Asbestos Abatement Program for more information.

35.7.2. In siding, walls, ceilings, etc.

35.7.2.1. Allowability:

- 35.7.2.1.1. General abatement of asbestos siding or replacement with new siding is NOT an allowable H&S cost.
- 35.7.2.1.2. Siding removal and reinstallation is allowable, provided the cost is allowable per Requirement 35.3, however, when possible, insulate from inside of the dwelling instead.
- 35.7.2.2. Actions
 - 35.7.2.2.1. Visually inspect exterior wall surface and subsurface, floors, walls, and ceilings for suspected ACM.
 - 35.7.2.2.2. The existence of asbestos siding that is in good condition does not prevent installing dense-pack insulation from the exterior.
 - 35.7.2.2.3. All reasonable and necessary precautions must be taken to prevent asbestos contamination in the home.
 - 35.7.2.2.4. Suspected ACM siding must never be cut or drilled.
 - 35.7.2.2.5. Siding may be removed and reinstalled in order to perform the ECM and the associated costs may be charged as part of the ECM.
 - 35.7.2.2.6. Where possible, insulate through home interior and avoid removal of asbestos siding.
- 35.7.2.3. Testing Protocols
 - 35.7.2.3.1. Inspect exterior wall surface and subsurface, floors, walls, and ceilings for suspected ACM prior to drilling or cutting.
 - 35.7.2.3.2. AHERA sample collection and testing must be conducted by a certified tester.
- 35.7.2.4. Client Education
 - 35.7.2.4.1. Inform client in writing that suspected asbestos siding is present and what precautions will be taken to ensure the occupants' and workers' safety during weatherization.
 - 35.7.2.4.2. Provide client with asbestos information info sheet.
 - 35.7.2.4.3. If testing was conducted by a certified AHERA tester, formally notify the client in writing of results. Client must provide a signature stating that they were informed.

- 35.7.2.4.4. When deferral is necessary provide information in writing describing conditions that must be met in order for weatherization to commence [[Form 33](#)].
- 35.7.2.5. Training (must be provided by a trained and accredited asbestos professional)
 - 35.7.2.5.1. How to identify ACM
 - 35.7.2.5.2. Safe practices for siding removal and replacement
 - 35.7.2.5.3. Licensing/certification for removal and reinstallation of asbestos siding if required by AHJ
 - 35.7.2.5.4. For additional guidance and requirements on training, please see Requirement 53-55.
- 35.7.3. In Vermiculite
 - 35.7.3.1. Allowability
 - 35.7.3.1.1. Encapsulation by an appropriate trained asbestos professional is allowed; provided the cost is allowable per Requirement 35.3. Removal is not allowed.
 - 35.7.3.1.2. Baseline environmental asbestos sampling is an allowable cost if authorized by ODOC in the [Oklahoma DOE approved State Plan](#).
 - 35.7.3.2. Actions
 - 35.7.3.2.1. When vermiculite is present, unless testing determines otherwise, assume it contains asbestos.
 - 35.7.3.2.2. Use proper respiratory protection while in areas containing vermiculite.
 - 35.7.3.2.3. A blower door test CANNOT be done on a home when vermiculite is present.
 - 35.7.3.2.4. Encapsulation by an appropriately trained asbestos control professional must be done prior to any weatherization work before conducting a blower door testing and completing any weatherization work.
 - 35.7.3.2.5. When deferral is necessary due to asbestos, and it cannot be encapsulated OR there are budgetary or occupant objections,

the occupant must provide documentation that a certified professional performed the remediation before work continues. This documentation must be kept in the client file.

35.7.3.3. Testing Protocols

35.7.3.3.1. AHERA sample collection and testing must be conducted by a certified tester.

35.7.3.3.2. Baseline environmental asbestos sampling, if an allowed cost.

35.7.3.4. Client Education

35.7.3.4.1. Clients must be instructed in writing not to disturb ACM.

35.7.3.4.2. Provide asbestos safety information to the client.

35.7.3.4.3. If testing was conducted by a certified AHERA tester, formally notify the client in writing of results. Client must provide a signature stating that they were informed.

35.7.3.4.4. When deferral is necessary provide information in writing describing conditions that must be met in order for weatherization to commence [[Form 33](#)].

35.7.3.5. Training (must be provided by a trained and accredited asbestos professional)

35.7.3.5.1. Training on how to recognize vermiculite.

35.7.3.5.2. AHERA course for testing.

35.7.3.5.3. AHERA course or other appropriately trained or certified asbestos control professional training for encapsulation.

35.7.4. On pipes, furnaces, other small-covered surfaces

35.7.4.1. Allowability

35.7.4.1.1. Encapsulation is allowed by an appropriately trained AHERA asbestos control professional and must be conducted prior to blower door testing, provided the cost is allowable per Requirement 35.3. Removal of ACM may be allowed by an AHERA professional on a case-by-case basis.

35.7.4.2. Actions

35.7.4.2.1. In Oklahoma asbestos is commonly found (metal, PVC, and transite/cement) pipes, so use caution, and thoroughly inspect units before blower door test.

35.7.4.2.2. Assume asbestos is present in suspect covering materials. When suspected friable ACM is present, take precautionary measures as if it is asbestos unless testing determines otherwise.

35.7.4.2.3. If suspected friable ACM is present, encapsulation must be completed by an appropriately trained AHERA asbestos control professional before a blower door test if materials are friable.

35.7.4.2.4. If a Subgrantee Recipient wishes to pay for removal of ACM, that is possible on a case-by-case basis provided the following criteria are met.

35.7.4.2.4.1. It is within the Subgrantee Recipient's health and safety budget. Only those costs directly associated with the testing, encapsulation, or removal may be charged to the health and safety budget category.

35.7.4.2.4.2. At least one of the occupants has either been previously exposed to ACM or is a smoker, making them at risk.

35.7.4.2.4.3. Written ODOC approval is provided and maintained in the client file.

35.7.4.3. Testing Protocols:

35.7.4.3.1. Assess whether suspected ACMs are present.

35.7.4.3.2. AHERA sample collection and testing must be conducted by a certified tester.

35.7.4.4. Client Education

35.7.4.4.1. Clients must be instructed in writing not to disturb ACM.

35.7.4.4.2. Provide asbestos safety information to the client.

- 35.7.4.4.3. If testing was conducted by a certified AHERA tester, formally notify the client in writing of results. Client must provide a signature stating that they were informed.
- 35.7.4.4.4. When deferral is necessary provide information in writing describing conditions that must be met in order for weatherization to commence [[Form 33](#)]
- 35.7.4.5. Training (must be provided by a trained and accredited asbestos professional)
 - 35.7.4.5.1. How to identify ACM
 - 35.7.4.5.2. AHERA course or other appropriately trained or certified asbestos control professional training for encapsulation
 - 35.7.4.5.3. AHERA or other appropriate asbestos control professional certification/training is required to abate the ACM.

35.8. BIOLOGICALS & UNSANITARY CONDITIONS

35.8.1. Allowability

- 35.8.1.1. Limited remediation of conditions that may lead to or promote biological concerns and unsanitary conditions is allowed (e.g., repairing leaking sewage pipe) provided the cost meets the criteria in Requirement 35.3.
- 35.8.1.2. Limited cleaning of the workspace to protect the health and safety of the workers and occupants.
- 35.8.1.3. Addressing bacteria and viruses is not an allowable cost.
- 35.8.1.4. It is prohibited to use DOE WAP funding for testing of materials for biological contaminants.

35.8.2. Actions

- 35.8.2.1. Weatherization work may be deferred if the cost, scope, or nature of mitigating the biological hazard is beyond the reach of the weatherization provider. [[Form 33](#)]
- 35.8.2.2. Deferral may also be necessary in cases where a known agent is present in the home that may create a serious risk to occupants or weatherization workers. [[Form 33](#)]
- 35.8.2.3. See also Requirement 35.19. – Mold and Moisture

- 35.8.3. Testing Protocols
 - 35.8.3.1. Sensory Inspections
- 35.8.4. Client Education
 - 35.8.4.1. If mold or moisture problems are suspected or identified, Subgrantee Recipients must have clients sign a Mold Disclosure [[Form 32](#)], and provide a copy of [A Brief Guide to Mold, Moisture and Your Home](#) [[Attachment 22](#)] (see also Requirement 35.19.– Mold and Moisture).
 - 35.8.4.2. Inform client in writing of observed conditions
 - 35.8.4.3. Provide information on how to maintain a sanitary home [[Attachment 22](#)].
 - 35.8.4.4. When deferral is necessary, provide information in writing describing conditions that must be met in order for weatherization to commence [[Form 33](#)].
- 35.8.5. Training
 - 35.8.5.1. How to recognize conditions and when to defer.
 - 35.8.5.2. Safe work practices when encountering any biological or unsanitary conditions.

35.9. BUILDING STRUCTURE & ROOFING

- 35.9.1. Allowability
 - 35.9.1.1. Building Rehabilitation is not an allowable weatherization cost.
 - 35.9.1.2. Minor structural repairs are allowable and can be done on a home, provided they are \$1,200 or less, and meets the criteria in Requirement 35.3.
- 35.9.2. Actions
 - 35.9.2.1. Dwellings that require more than minor repairs must not be weatherized and must be deferred.
 - 35.9.2.1.1. Minor repairs are those that are \$1,200 or less.
 - 35.9.2.1.2. Applicants may be referred to the U.S. Department of Housing and Urban Development, United State Department of Agriculture or other non-DOE housing programs.
 - 35.9.2.2. See Requirement 35.19- Mold and Moisture, Requirement 35.10- Code Compliance, and Requirement 35.21- Pests sections for more information.
- 35.9.3. Testing Protocols
 - 35.9.3.1. Visual Inspection

35.9.3.2. Ensure that access to areas necessary for weatherization are safe for entry and performance of assessment, work and inspection.

35.9.4. Client Education

35.9.4.1. Notify client of structurally compromised areas.

35.9.4.2. When deferral is necessary, provide information in writing describing conditions that must be met in order for weatherization to commence [[Form 33](#)].

35.9.5. Training

35.9.5.1. How to identify structural and roofing issues.

35.10. CODE COMPLIANCE

35.10.1. Allowability

35.10.1.1. Correction of preexisting code compliance issues is not an allowable cost unless triggered by weatherization measures being installed in a **specific room or area of the home**.

35.10.1.2. Measures not triggered by weatherization measures are not required to be brought up to code per state law, nor is it an allowable use of DOE funds.

35.10.2. Actions

35.10.2.1. The Oklahoma Uniform Building Code Commission (OUBCC) was created by the Oklahoma Legislature in 2009 to develop state-wide minimum building codes for residential and commercial construction. On September 15, 2017, Oklahoma, adopted the International Residential Code (IRC) 2015 Edition, **with modifications**. The official rules are published in the Oklahoma Administrative Code and Oklahoma Register. The unofficial rules can be found at the [OUBCC website](#).

35.10.2.2. Since NREL's SWS is updated with the latest IRC codes every five years, several weatherization measures may not meet minimum state building code compliance, unless further action is taken.

35.10.2.3. DOE requires that state and local codes must be followed while installing weatherization measures, along with using licensed workers when work performed requires a license/registration. Therefore, at a minimum, [OUBCC rules must be followed](#), unless a local code has a more stringent code, then that code must be followed.

35.10.2.3.1. State and local codes can be accessed at [Oklahoma Uniform Building Code Commission](#), [Oklahoma Construction Industries Board](#), and at [Municode](#).

35.10.3. When correction of preexisting code compliance issues is triggered and paid for with WAP funds, cite specific code requirements with reference to the weatherization measure(s) that triggered by weatherization measures being installed in a specific room or area of the home. This documentation must be maintained in client file.

35.10.4. Condemned properties where “red-tagged” health and safety conditions exist that cannot be corrected under this guidance must be deferred.

35.10.5. In Oklahoma, the following OUBCC statewide code compliance issues are commonly identified during the course of weatherization work. The specific OUBCC codes are referenced.

35.10.5.1. Combustion Water Heaters

35.10.5.1.1. If a water heater is being replaced, the following issues must be addressed according to SWS standards:

35.10.5.1.1.1. If the water heater is located in a bathroom or sleeping area (bedroom) it must be relocated elsewhere in the home or be isolated and receive combustion air from outside that room (e.g. from outside) [[OUBCC, 748:20-5 IRC 2015 - G2406.2 \(5\)](#)].

35.10.5.1.1.2. If the water heater is being replaced, it must have an expansion tank (if required by [P2903.4](#) or local jurisdiction) and sediment trap [[OUBCC, 748:20-5 IRC 2015 - G2419](#)] as well as pan [[OUBCC, 748:20-5 IRC 2015 - P2801.6](#)].

35.10.5.1.1.3. The water heater must also have a pressure and temperature relief CPVC pipe [[OUBCC, 748:20-5 IRC 2015 - P2804.1](#)] installed and ran to the outside or 6” within the floor (if below the floor, it must be ran outside) [[OUBCC, 748:20-5 IRC 2015 - P2801.6 \(1-14\)](#)].

35.10.5.1.1.4. Be constructed of those materials indicated in [IRC 2015 Section P2906.5](#) or materials tested, rated and approved for such use in accordance with [ASME A112.4.1](#).

35.10.5.2. Combustion Furnaces

35.10.5.2.1. If a combustion furnace is being replaced, the following issues must be addressed according to SWS standards:

35.10.5.2.1.1. Combustion Analysis must be performed on any forced air combustion heating system following [ANSI/BPI 1200 Standards](#). If analysis could not be performed, indicate your reason on FORM 28 and in the NEAT/MHEA Energy Audit comments.

35.10.5.2.1.1.1. This includes diagnostic testing for CAZ depressurization, spillage, carbon monoxide levels, and combustion efficiency.

35.10.5.2.1.1.2. It is allowable to drill into B-vent for the purpose of combustion analysis so long as:

35.10.5.2.1.1.2.1. The hole drilled is no bigger than required for testing.

35.10.5.2.1.1.2.2. The holes are sealed with high temperature caulk to seal the inner and, if needed, outer sleeve. Use high

temperature
metal tape for
extra assurance
to seal around
the outer hole.

35.10.5.2.2. A sediment trap must be installed if furnace is being replaced.

[\[OUBCC, 748:20-5 IRC 2015 - G2419\]](#)

35.10.5.2.3. Adequate combustion air must be present according to State and local (or AHJ) codes. This can be accomplished EITHER by the volume of air present and available OR by isolating the CAZ and receiving air from outside.

35.10.5.3. Ventilation for Exhaust Fans

35.10.5.3.1. If ventilation for a home is being installed or already exists, the following issues must be addressed according to SWS standards:

35.10.5.3.1.1. Ventilation must be run to the outside and when going through unconditioned sleeve, be insulated to R8. [\[OUBCC, 748:20-5 IRC 2015 – N1103.3.1\]](#)

35.10.5.3.1.2. Run [Red Calc Ashrae 62.2 2016 calculator](#) to determine what ventilation is needed.

35.10.5.3.1.3. Any home with a gas range must be provided with a range hood vented to outside, if there is no existing ventilation for gas range existing. This fan must be installed to standards of SWS and code of AHJ. This will be a health & safety cost

35.10.5.4. Attic Ventilation

35.10.5.4.1. If insulation is being added to an attic space, and the attic is not considered conditioned, this space must meet ventilation requirements of SWS and code of AHJ.

35.10.5.4.2. When the Energy Audit calls for insulation, this attic ventilation should be considered an Incidental Repair to ensure and protect the effectiveness of the attic insulation ECM.

35.10.5.4.3. See Requirement 50 DHS LIHEAP Weatherization policies and procedures for DHS LIHEAP Attic Ventilation guidance.

35.10.5.4.3.1. See Section [R806 of the 2015 IRC](#) for requirements and exceptions.

35.10.5.4.3.2. Minimum net free ventilating area must be 1/150 of the area of the vented space.

35.10.5.4.3.2.1. Exception: The minimum net free ventilation area must be 1/300 of the vented space provided the following condition is met:

35.10.5.4.3.2.2. Not less than forty percent (40%) and not more than fifty percent (50%) of the required ventilating area is provided by ventilators located in the upper portion of the attic or rafter space. Upper ventilators shall be located not more than 3 feet (914 mm) below the ridge or highest point of the space, measured vertically, with the balance of the required ventilation provided by eave or cornice vents. Where the location of wall or roof framing members conflicts with the installation of upper ventilators, installation more than three (3) feet below the

ridge or highest point of the space shall be permitted.

35.10.5.5. Testing Protocols

35.10.5.5.1. Visual inspection.

35.10.5.6. Client Education for Cooling Systems

35.10.5.6.1. Inform client in writing of observed code compliance issues when it results in a deferral, to include information describing conditions that must be met in order for weatherization work to commence. [\[Form 33\]](#)

35.10.5.7. Training for both Heating and Cooling Systems

35.11. COMBUSTION GASES

35.11.1. Allowability:

35.11.1.1. Testing and repair of combustion appliances is allowed, as long as it follows all other guidance and is not prevented by any other guidance in this requirement.

35.11.1.2. Replacement of combustion appliances is allowed if unsafe conditions, whose remediation is necessary to perform weatherization, cannot be remedied by repair or tuning, unless prevented by other guidance in other sections of this requirement. See Requirement 35.5– Heating Systems, Requirement 35.15– Gas Ovens/Stovetops/Ranges and Requirement 35.27– Water Heaters, for additional guidance.

35.11.1.3. The cost of tools and equipment used to test for dangerous concentrations of combustion products in the living space is allowable, provided the cost meets the criteria in Requirement 35.3.

35.11.2. Actions:

35.11.2.1. Combustion safety testing is required to be done when combustion appliances are present.

35.11.2.2. Combustion Analysis must be performed on any combustion appliance following [ANSI/BPI 1200 Standards](#). If analysis could not be performed, indicate you're the reason on the data collection form ([FORM 28](#)) and in the NEAT/MHEA Energy Audit comments.

- 35.11.2.2.1. This includes diagnostic testing for CAZ depressurization, spillage, carbon monoxide levels, and combustion efficiency.
- 35.11.2.2.2. It is allowable to drill into B-vent for the purpose of combustion analysis so long as:
 - 35.11.2.2.2.1. The hole drilled is no bigger than required for testing.
 - 35.11.2.2.2.2. The holes are sealed with high temperature caulk to seal the inner and, if needed, outer sleeve. Use high temperature metal tape for extra assurance to seal around the outer hole.
- 35.11.2.3. Subgrantee Recipients must follow the Ambient CO and CO Limit Action Tables in the BPI 1200 Standards Chart [[Attachment 28](#)]
- 35.11.2.4. Proper venting to the outside for combustion appliances, including gas dryers, refrigerators, furnaces, vented space heaters, and water heaters, is required.
- 35.11.2.5. Venting must be corrected when testing indicates a problem.
- 35.11.2.6. State and local codes must be followed during testing, repair, or replacement. See Requirement 35.10- Code Compliance for additional guidance.
- 35.11.2.7. If a replacement of a combustion appliance is done, the following actions must be followed:
 - 35.11.2.7.1. Ensure that replacement is not prohibited by any other guidance contained in this Requirement.
 - 35.11.2.7.2. Ensure that replacement is more cost effective than repair and maintain justification documentation in client file.
 - 35.11.2.7.3. Input the appliance the NEAT/MHEA program to determine potential energy savings at an ECM with an SIR of 1.0 or above. Documentation [NEAT/MHEA Input Report] to show this attempt of cost justification must be kept in client file.
 - 35.11.2.7.4. If the replacement appliance results in an ECM with an SIR of 1.0 or above, replace as a regular ECM.

35.11.2.7.5. If the NEAT/MHEA program does not determine the combustion appliance to be an ECM, replace appliance using H&S funds.

35.11.2.7.6. Replacement units must meet safety guidelines as determined in the DOE approved [Oklahoma State Plan or Oklahoma Field Guide](#).

35.11.3. Testing Protocols:

35.11.3.1. Combustion Safety testing is required when combustion appliances are present.

35.11.3.1.1. This includes diagnostic testing for CAZ depressurization, spillage, carbon monoxide levels, and combustion efficiency.

35.11.3.1.2. It is allowable to drill into B-vent for the purpose of combustion analysis so long as:

35.11.3.1.2.1. The hole drilled is no bigger than required for testing.

35.11.3.1.2.2. The holes are sealed with high temperature caulk to seal the inner and, if needed, outer sleeve. Use high temperature metal tape for extra assurance to seal around the outer hole.

35.11.3.2. Test naturally drafting appliances for spillage and CO during CAZ depressurization testing pre-and post-weatherization and before leaving the home on any day when work has been done that could affect draft (e.g., tightening the home, adding exhaust).

35.11.3.3. Inspect cook stove burners for operability and flame quality

35.11.3.4. Inspecting venting of combustion appliances and confirm adequate clearances.

35.11.4. Client Education

35.11.4.1. Provide client with combustion safety and hazards information sheet.

35.11.4.2. Discuss with client the importance of using ventilation when cooking and the importance of keeping burners clean to limit the production of CO.

35.11.4.3. The homeowner shall be notified of the results of all combustions safety tests.

35.11.5. Training

- 35.11.5.1. How to perform appropriate testing, determine when a building is excessively depressurized, and the difference between air free and as-measured CO.
- 35.11.5.2. CO action levels.

35.12. ELECTRICAL

35.12.1. Allowability

- 35.12.1.1. Visual inspection, voltage drop, and voltage detection testing are allowed, provided the cost meets the criteria in Requirement 35.3.
- 35.12.1.2. H&S funds may be used to replace a circuit, if required for insulation. It would likely cost less than labor for this treatment and will provide better insulation value for attic.
- 35.12.1.3. Minor knob and tube wiring electrical repairs are allowable, provided the following conditions are met:
 - 35.12.1.3.1. The testing results indicate that the knob-and-tube wiring is live resulting in the health and safety of the occupant or workers being at risk.
 - 35.12.1.3.2. The cost meets the criteria in Requirement 35.3.
 - 35.12.1.3.3. The repairs are \$1200 or less.
 - 35.12.1.3.4. Live Knob and Tube wiring must be replaced or blocked before any insulation measure can be performed that could increase the fire risk from contact with the wiring.
 - 35.12.1.3.5. Blocking is only a potential option in attics. Walls with live knob and tube will not be insulated unless the knob and tube is replaced.
 - 35.12.1.3.6. Remediation of live knob and tube wiring may be beyond the budget of weatherization. If so, the home must be deferred. See Requirement 28 for more guidance on deferrals.
 - 35.12.1.3.7. It is mandatory to test whether the knob and tube is live. Photo documentation of the testing is required.
 - 35.12.1.3.8. If knob and tube wiring is to be replaced, this will be a health and safety expense.

- 35.12.1.3.9. If knob and tube wiring is to be blocked, this can be funded as an Additional Cost to the insulation measure or as a Health & Safety measure.
- 35.12.1.3.10. If blocking is to be performed, a 3" distance around any live wiring must be cleared of any insulation or debris, even if that debris was present before weatherization.
- 35.12.1.3.11. Blocking is only allowable where the net (weighted average) R-value in the attic, after weatherization, will be R13 or greater.
 - 35.12.1.3.11.1. You can use this link to calculate the net [R-value](#).
 - 35.12.1.3.11.2. Input R1 for any area that will have no insulation. Do not use any number lower than 1.0 in the calculation.
 - 35.12.1.3.11.3. This calculation must be saved as a PDF or printed on paper, and a copy retained in the client folder.
 - 35.12.1.3.11.4. If R-13 net (weighted average) is unable to be achieved this home must be deferred due to [WPN 19-4 Attachment 8](#).

35.12.1.4. Other minor electrical repairs are allowable provided the following conditions are met:

- 35.12.1.4.1. The Health and Safety of the occupant or workers is at risk
- 35.12.1.4.2. The cost meets the criteria in Requirement 35.3.
- 35.12.1.4.3. The repairs are \$1,200 or less

35.12.2. Actions

35.12.2.1. Evaluate and if necessary, provide sufficient over-current protection and damming (if required) prior to insulating building components containing knob and tube wiring, as required by the AHJ.

35.12.3. Testing Protocols

35.12.3.1. Visual inspection for the following must also always be conducted:

- 35.12.3.1.1. Presence and condition of knob-and-tube wiring
- 35.12.3.1.2. Alterations that may create an electrical hazard

35.12.3.2. Voltage drop and voltage detection must be done when applicable.

35.12.4. Client Education

35.12.4.1. Provide information sheet on Electrical Safety and discuss the risks on over-current protection, overloading circuits, and other electrical safety/risks.

35.12.4.2. Provide written documentation of any electrical hazards identified that will not be addressed by weatherization.

35.12.5. Training

35.12.5.1. How to identify electrical issues and types of hazards:

35.12.5.1.1. Improper grounding

35.12.5.1.2. Exposed electrical parts

35.12.5.1.3. Inadequate wiring

35.12.5.1.4. Damaged insulation on wiring

35.12.5.1.5. Knob and tube wiring

35.12.5.1.6. Overload circuits

35.12.5.1.7. Wet conditions

35.12.5.2. Local or AHJ code compliance

35.12.5.3. How to educate clients

35.13. FORMALDEHYDE, VOLATILE ORGANIC COMPOUNDS (VOCs), FLAMMABLE LIQUIDS, & OTHER AIR POLLUTANTS

35.13.1. Allowability

35.13.1.1. Removal of pollutants is allowed and is required if they pose a risk to workers, provided the cost meets the criteria in Requirement 35.3.

35.13.1.2. Correction of fire hazards is allowed when necessary to safely perform weatherization, provided the cost meets the criteria in Requirement 35.3.

35.13.2. Actions

35.13.2.1. During initial inspection and during the course of weatherization work, check for fire hazards and any pollutants.

35.13.2.2. If pollutants or fire hazards post a risk to workers and removal cannot be performed or is not allowed by the client, the unit must be deferred.

35.13.2.3. Workers must take precautions to ensure that no weatherization measures will create or exacerbate potential fire hazards.

- 35.13.2.4. Insulation must not cover the pressure relief valve, end of the drip leg, draft hood, burner air inlet, pilot light access door, thermostat control, drain valve, or the top of the water heater on natural gas or propane water heaters.
- 35.13.2.5. Insulation shall not cover the pressure relief valve, end of the drip leg, high limit switch, and plumbing pipes or drain valve on electric water heaters.
- 35.13.2.6. When adding insulation to attic, shielding shall be installed around heat and high heat sources, including double-walled pipes, as per SWS requirements.
- 35.13.2.7. Weatherization materials shall not be installed over or adjacent to outlets, switches, or junction boxes that contain aluminum wiring. Open wire splices shall not be covered with insulation until they have been enclosed with proper junction boxes.
- 35.13.2.8. If potentially dangerous creosote buildup in chimneys or wood stoves is identified, health and safety funds may be used to repair the unsafe solid fuel combustion heating system, within DOE/ODOC budgetary limits.
- 35.13.2.9. Refer to Hazardous Materials Disposal for more information regarding proper disposal of pollutants

35.13.3. Testing Protocols

- 35.13.3.1. Sensory Inspection

35.13.4. Client Education

- 35.13.4.1. Inform client in writing of observed hazardous condition(s) and associated risks
- 35.13.4.2. Provide client written materials on safety issues and proper disposal of household pollutants
- 35.13.4.3. When deferral is necessary, provide information in writing describing conditions that must be met in order for weatherization to commence [[Form 33](#)].

35.13.5. Training

- 35.13.5.1. How to identify Formaldehyde, Volatile Organic Compounds, Flammable Liquids, and other Air Pollutants and how to determine when removal is necessary.
- 35.13.5.2. Proper storage of pollutants
- 35.13.5.3. How to educate clients.

35.14. FUEL LEAKS (FOR ALL FUEL TYPES)

35.14.1. Allowability

35.14.1.1. Replacement or repair of leaking bulk fuel tanks and/or lines if connected systems will remain after weatherization.

35.14.1.2. Replacement of flexible appliance gas connectors that are not compliant with current fuel gas codes.

35.14.1.3. Fuel leak remediation/repair (that are the responsibility of the utility to correct) are not allowed.

35.14.2. Actions

35.14.2.1. During the initial audit, workers must test exposed gas lines for fuel leaks from utility coupling into and throughout the home. **As long as a fuel leak is present, weatherization work may not proceed.**

35.14.2.2. When a leak is identified, it must be noted, and the worker should determine whether it the responsibility of the utility company or the client.

35.14.2.2.1. When a minor gas leak is found on the utility side of service, the utility service must be contacted before work may proceed.

35.14.2.2.2. Fuel leaks that are the responsibility of the client must be repaired (at the client cost) before weatherizing the unit. **Workers must notify the utility company about the leak before leaving the client home.**

35.14.3. Testing Protocols

35.14.3.1. Test exposed gas lines for fuel leaks from utility coupling into, and throughout, the home per [ANSI/BPI 1200 standards](#).

35.14.3.2. Test all gas appliances for fuel leaks at all connections valves, fittings, and burners.

35.14.3.3. Conduct sensory inspection on bulk fuels to determine if leaks exist.

35.14.4. Client Education

35.14.4.1. Inform clients in writing if fuel leaks are detected.

35.14.4.2. When a home is deferred due to a fuel leak, this must be explained to the client in writing [[Form 33](#)].

35.14.5. Training

35.14.5.1. Fuel leak training

35.15. GAS OVENS/STOVETOPS/RANGES

35.15.1. Allowability

- 35.15.1.1. Standard maintenance on or repair of gas cooktop and ovens is allowed, provided the cost meets the criteria in Requirement 35.3.
- 35.15.1.2. Replacement is not allowed with DOE funding.
- 35.15.1.3. See Requirement 302A for DHS LIHEAP Weatherization policy and procedures for replacements with DHS LIHEAP funding.
- 35.15.1.4. Stovetop burner CO testing is allowed.
- 35.15.1.5. Limited cleaning or repair of ovens/ranges/stovetops is allowed.

35.15.2. Actions

- 35.15.2.1. All gas ovens must be tested for CO. Subgrantee Recipients must follow the Ambient CO and CO Limit Action Tables in the BPI 1200 Standards Chart [\[Attachment 28\]](#)
- 35.15.2.2. Inspect all cooking burners and ovens for operability and flame quality and conduct stovetop burner CO testing.
 - 35.15.2.2.1. If burners do not ignite properly or do not burn cleanly (if there is any discoloration, flame impingement, an irregular pattern, or if burners are visibly dirty, corroded, or bent), a clean and tune of the appliance should be completed.
 - 35.15.2.2.2. If the appliance is in a confined space and mechanical ventilation is not readily available, mechanical ventilation must be recommended. [ASHRAE 62.2](#) must be followed when installing mechanical ventilation.
- 35.15.2.3. A thorough visual inspection of all gas appliances' venting must be conducted, including that portion of the vent running through attic space as well as the roof. Vents that are loose, rusted, or poorly connected shall be noted in the client file and corrective action taken.

35.15.3. Testing Protocols

- 35.15.3.1. Test gas ovens for CO.
 - 35.15.3.1.1. Remove any items/foil on or in oven.
 - 35.15.3.1.2. Make sure self-cleaning features are not activated, set oven to highest setting.
 - 35.15.3.1.3. Test oven for CO in flue, before dilution of air.

- 35.15.3.1.4. After 5 minutes of operation, check for steady state.
- 35.15.3.1.5. If the CO reading is below 225ppm, no action is needed.
- 35.15.3.1.6. If the CO reading is 225 ppm or greater, advise the homeowner/occupant that the appliance should be serviced immediately by a qualified professional. Weatherization must stop and not proceed until the appliance is serviced.
- 35.15.3.1.7. CONTINUALLY MONITOR AMBIENT CO LEVELS DURING ALL TESTING and follow the table below [\[Attachment 28\]](#).

35.15.3.2. TABLE 4: AMBIENT CO LEVELS

Ambient CO	Result	Action Required
<p style="text-align: center;">Ambient CO Per ANSI/BPI Page 5</p>	9ppm - 35ppm	<ul style="list-style-type: none"> *Advise homeowner/occupant of elevated levels of ambient CO. *Open all Windows and doors. *Recommend all possible sources of CO be tested. *Where it appears that the source of CO is a permanently installed appliance, the homeowner/occupant shall be advised to contact a qualified professional.
	36ppm - 69ppm	<ul style="list-style-type: none"> * Immediately terminate inspection until CO levels are under 35ppm. *Advise homeowner/occupant of elevated levels of ambient CO. *Open all Windows and doors. *Recommend all possible sources of CO turned off immediately. *Where it appears that the source of CO is a permanently installed appliance, the homeowner/occupant shall be advised to contact a qualified professional.
	70ppm	<ul style="list-style-type: none"> *Immediately terminate inspection, notify homeowner & occupants to evacuate building. The appropriate emergency services shall be notified from outside the home.

35.15.4. Client Education

- 35.15.4.1. Inform clients of the importance of using exhaust ventilation when cooking and the importance of keeping burners clean to limit the production of CO.
- 35.15.4.2. Provide client with Combustion Safety info sheet and discuss the risks and warning signs associated with high CO in a household.

35.15.5. Training

- 35.15.5.1. Oven and stovetop burner CO and gas leak testing.
- 35.15.5.2. CO Action levels required based on results of testing.
- 35.15.5.3. How to educate clients.

35.16. HAZARDOUS MATERIALS DISPOSAL- REFRIGERANT, ASBESTOS, LEAD, MERCURY, CFLS/FLOURESCENTS

35.16.1. Allowability

- 35.16.1.1. Costs associated with hazardous materials waste disposal generated during weatherization work is allowable, as outlined in this requirement

35.16.2. Actions

- 35.16.2.1. All hazardous materials waste that needs to be disposed of shall be disposed of according to all federal, state, and local laws, regulations, and guidelines, as applicable.

- 35.16.2.1.1. Household hazardous wastes are excluded from the federal [Resource Conservation Recovery Act \(RCRA\)](#) regulations. Furthermore, “the EPA does not distinguish between waste generated at a household by a homeowner and waste generated at a household by a person other than the homeowner (e.g. contractor) provided that the waste is generated as part of daily living (e.g. [routine residential maintenance](#)).

- 35.16.2.2. Oklahoma Subgrantee Recipients likely meet the EPA definition of a Very Small Quantity Generator,⁷¹ which are exempt from the federal hazardous waste regulations provided they meet specific requirements, as specified in

⁷¹ Conditionally Exempt Small Quantity Generators will be known as Very Small Quantity Generators when the Hazardous Waste Generator Improvements Rule become effective in Oklahoma in September 2018. Very Small Quantity Generators generate less than 220lbs monthly, <https://www.epa.gov/hwgenerators/categories-hazardous-waste-generators>.

[40 CFR 262.14](#). The following wastes have specific disposal requirements or recommendations that must be followed:

35.16.2.2.1. Refrigerant Disposal - REQUIRED

35.16.2.2.1.1. Subgrantee Recipients contract out refrigerator replacement and disposal to third party contractors. Subgrantee Recipients are responsible for obtaining assurances from the third-party contractor that refrigerants were handled according to the [Clean Air Act 1990, section 608](#), as amended, and [40 CFR Part 82, 5/14/93](#).

35.16.2.2.1.2. Subgrantee Recipients must retain the following disposal information for subcontractors [[Form 31](#)]:

35.16.2.2.1.2.1. Name of subcontractor;

35.16.2.2.1.2.2. Date and time of removal;

35.16.2.2.1.3. Disposal site;

35.16.2.2.1.4. Certification of proper disposal.

35.16.3. Lead Based Paint Disposal⁷² -REQUIRED

35.16.3.1. Collect and control all waste including dust, debris, paint chips, protective sheeting, HEPA filters, dirty water, clothes, mop heads, wipes, protective clothing, respirators, gloves, architectural components, and other waste.

35.16.3.2. Use heavy plastic sheeting or bags to collect waste. Seal the bag securely with duct tape. Consider double bagging waste to prevent tears. Large components must be wrapped in protective sheeting and sealed with tape.

35.16.3.3. Bag and seal all waste before removing it from the work area.

35.16.3.4. Store all waste in a secure container or dumpster until disposal

35.16.3.5. Limit on-site storage time.

35.16.3.6. Avoid transporting waste in an open truck or personal vehicle.

⁷² EPA-HUD (2009), Lead Safety for Renovation Repair, and Painting Model Certified Renovator Initial Training Course, Student Manual, p. 23

- 35.16.4. Water Heaters, Heating Systems, Unvented Space Heaters, Cooling Systems, Bulk Fuel Tank Disposal - REQUIRED
- 35.16.4.1. Subgrantee Recipients contract out these replacements and disposal to third party contractors. Subgrantee Recipients are responsible for obtaining assurances from the third-party contractor that these items were disposed of according to applicable State and Federal laws, when appropriate.
- 35.16.4.2. Subgrantee Recipients must retain the following disposal information for subcontractors [[Form 31](#)]:
- 35.16.4.2.1. Name of subcontractor;
 - 35.16.4.2.2. Date and time of removal;
 - 35.16.4.2.3. Disposal site;
 - 35.16.4.2.4. Certification of proper disposal.
- 35.16.5. All other potentially hazardous materials waste, including, but not limited to, oil-based paint or solvent, paint thinners, glue, and spray foam – RECOMMENDED
- 35.16.5.1. Although not required, as Very Small Quantity Generators, in the interest of client and environmental safety, Subgrantee Recipients are strongly encouraged to purchase a drum to store these types of wastes and contact a hazardous waste disposal services company to periodically pick up for proper disposal. Subgrantee Recipients would need to properly identify the hazardous material waste, following RCRA and EPA code requirements. For assistance with this, Subgrantee Recipients should contact the [Oklahoma Department of Environmental Quality](#).
- 35.16.6. Testing Protocols
- 35.16.6.1. EPA testing protocols.
 - 35.16.6.2. Sensory inspection
- 35.16.7. Client Education
- 35.16.7.1. Inform clients in writing of hazards associated with hazardous waste materials being generated/handled in the home.
 - 35.16.7.2. Clients must not disturb any refrigerant.
 - 35.16.7.3. See Requirement 36.3– Lead Based Paint for additional client education requirements if lead is found in the home.

35.16.8. Training

- 35.16.8.1. Appropriate Personal Protective Equipment (PPE) for working with hazardous waste materials.
- 35.16.8.2. Disposal requirements and locations.
- 35.16.8.3. Health and environmental risks related to hazardous materials.

35.17. INJURY PREVENTION OF OCCUPANTS & WEATHERIZATION WORKERS

35.17.1. Allowability

- 35.17.1.1. When necessary to effectively weatherize the home, provided the cost meets the criteria in Requirement 35.3., workers may make minor repairs and installations, as defined by ODOC.

35.17.2. Actions

- 35.17.2.1. During initial inspection, make any notes in client file regarding potential hazards to either workers or occupants, and if these hazards need to be fixed before weatherization can proceed. Workers must take all reasonable precautions against performing work on homes that will subject workers or occupants to health and safety risks.

- 35.17.2.2. If the hazards can be fixed through minor repairs and installations, and are within ODOC policy, workers can take the necessary actions to fix the hazards.

35.17.2.2.1. Minor repairs are those that meet the following criteria:

- 35.17.2.2.1.1. \$1200 dollars or less

- 35.17.2.2.1.2. Do not require a special license

- 35.17.2.2.1.3. Can be justified as injury prevention in the course of weatherization work through photo documentation.

- 35.17.2.3. Some examples of allowable injury prevention measures are repairing a stair or ramp, replacing a handrail, replacing stairs or ramps, and patching a hole.

- 35.17.2.4. If hazards cannot be fixed or are outside the scope of ODOC/DOE policy, defer the home. When in doubt, request ODOC advisement.

35.17.3. Testing Protocols

- 35.17.3.1. Inspect for dangers that would prevent weatherization.

35.17.4. Client Education

35.17.4.1. If conditions are outside the scope of ODOC and DOE policy, inform client in writing of observed hazards and associated risks, and what repairs must be made before weatherization work can proceed if deferral becomes necessary [[Form 33](#)].

35.17.5. Training

35.17.5.1. Hazard identification

35.18. LEAD BASED PAINT

35.18.1. Allowability

35.18.1.1. All agencies must comply with lead safe work practices as required by the [Environmental Protection Agency's Lead Renovation, Repair, and Painting Program](#) (EPA RRP) for all weatherization work done in pre-1978 constructed homes. **Beginning September 1, 2018, Subgrantee Recipients are NO longer required to follow Montana State University's (MSU) Lead Safe Weatherization (LSW) Training Manual – but must still comply with the EPA RRP requirements.**

35.18.1.2. Any additional regulations (HUD, OSHA, or State/Local AHJ) must be followed if more stringent than the guidelines in this manual.

35.18.1.3. Testing to determine the presence of lead in paint that will be distributed by WAP measure installation is allowed with EPA-approved testing methods.

35.18.1.4. Only those costs directly associated with the testing and lead safe practices for surfaces directly disturbed during weatherization activities should be charged to the health and safety budget. Testing methods must be economically feasible and justified.

35.18.2. Actions

35.18.2.1. Criteria for determining when lead safe practices must be performed by the subgrantee:

35.18.2.1.1. The dwelling was constructed pre-1978; and

35.18.2.1.2. The dwelling has not been determined lead free by appropriate testing; and

35.18.2.1.3. The amount of surface area to be disturbed exceeds the standards and regulations set by the AHJ.

- 35.18.2.2. Crews must follow EPA's Lead: Renovation, Repair, and Painting Program (RRP) when working in pre-1978 housing unless testing confirms the work area to be lead free. Homes built from 1978 on may be assumed free of lead-based paint without testing.
- 35.18.2.2.1. In homes built prior to 1940, it is logical to assume the presence of lead-based paint and save the cost of testing.
- 35.18.2.3. When a WAP measure might disturb paint in a home built before 1978, testing must be done to determine the presence of lead by a Certified Renovator. The following documentation must be kept in the client file to verify that proper RRP procedures and testing was taken on the home (also see Requirement 22):
- 35.18.2.3.1. Fully documenting all lead safe testing and possible procedures in the initial inspection of the unit on the Weatherization Dwelling H&S Checklist [[Form 25](#)].
- 35.18.2.3.2. The agency verified date of the home must be documented in the client file [[Form 22](#)]
- 35.18.2.3.3. Full documentation of lead safe testing and assessment, with clear indication of the test, and the results must be maintained in client file [[Form 42](#)]
- 35.18.2.3.4. Documentation of all Lead Safe work, with clear indication of the process and specific actions taken on the unit must be documented in client file [[Form 43](#)]
- 35.18.2.3.5. A Signed copy of "Confirmation of Receipt of Lead Pamphlet," client approval to proceed with work [[Attachment 35](#)];
- 35.18.2.3.6. A completed "Cleanup" checklist [[Attachment 12](#)]
- 35.18.2.3.7. Before photos of site, containment photos, and after photos of site must be included as per the client file checklist [[Form 39](#)]
- 35.18.2.3.8. Copy of the Certified Renovator certification.
- 35.18.2.3.9. Documentation on all lead safe training for new or uncertified RRP employees [[Forms 40 or 41](#)].

35.18.2.4. All weatherization providers must comply with Certified Renovator requirements as stipulated by the Oklahoma Department of Environmental Quality/DOE.

35.18.2.5. Deferral is required when the extent and condition of lead-based paint in the house would potentially create further H&S hazards [[Form 33](#)]. The mere presence of lead-based paint is not considered a justifiable reason to defer or walk away from a home. Deferrals must be accompanied by proper documentation including, but not limited to;

35.18.2.5.1. Documentation of RRP training requirements met;

35.18.2.5.2. Copy of insurance policy;

35.18.2.5.3. Copy of NEAT/MHEA audit identifying measures to be completed, accompanied by a description of how the performance of these measures would disturb lead areas which exceed the minimum required measurements of AHJ.

35.18.3. Testing Protocols

35.18.3.1. Subgrantees may expend DOE funds for testing under the following consideration. The following guidance is offered as a guide to determining whether testing is worth the time and money on a case-by-case basis:

35.18.3.1.1. Houses built from 1978 on may be assumed free of lead without testing;

35.18.3.1.2. In houses built prior to 1940, it is logical to assume the presence of lead and save the cost of testing;

35.18.3.1.3. In homes built between 1940 and 1978, testing may not be warranted if the amount of area to be disturbed is small, since it may be cheaper to perform LSW for a small area than to incur the expense of testing. However, where the amount of area to be disturbed exceeds the standards and regulations set in this manual or the AHJ, it may be worth the cost of testing, since a negative result would mean that the crews could dispense with having to perform the lead safe protocols:

35.18.3.2. Routine testing is not an allowable DOE expense.

35.18.3.3. Job site set up and cleaning verification is required by a Certified Renovator.

35.18.3.4. Only EPA/DEQ approved lead testing kits are allowable for lead testing. Per OSHA standards, wear nitrile gloves when testing for lead. Containment of lead chips created during lead testing and disposal of lead test must be completed by following the RRP guidelines.

35.18.4. Client Education

35.18.4.1. Fully notifying client of potential lead safe hazards prior to and after weatherization work on [\[Form 25\]](#). This must be signed and kept in client file.

35.18.4.2. Provide client with EPA's most current guide - "[The Lead Safe Certified Guide to Renovate Right](#)" [\[Attachment 35\]](#) to educate client of the dangers of lead poisoning and the lead renovation process. ALL homes built prior to 1978 MUST receive this guide and client education regardless lead testing results.

35.18.5. Training

35.18.5.1. All employees and contractors working on pre-1978 homes must receive training to install measures in a lead-safe manner in accordance with the SWS and EPA protocols, and installation must be overseen by an EPA Certified Renovator. For additional training guidance, see Requirement 22.

35.18.5.2. Subgrantees must document training dates and a list of the staff trained. This list must be kept on file by the subgrantee and updated as necessary. This information must be available for ODOC review upon request.

35.18.5.3. In Oklahoma, Certified Renovator training and certification is through Oklahoma's Department of Environmental Quality (ODEQ). The Oklahoma Association of Community Action Agencies provides ODEQ RRP training regularly.

35.18.5.4. ODOC will monitor for lead safe practice compliance with SWS and EPA protocols. The State Quality Control Inspector that does the quality assurance inspections must be a certified renovator.

35.18.5.5. Training for Lead Safe Weatherization, although no longer required as of April 1, 2018, can still be paid for with DOE WAP funds.

35.18.5.6. Documenting all lead safe training for new or uncertified RRP employees and that all work was supervised by a Certified Renovator [\[Forms 40 and 41\]](#).

35.18.6. Additional Considerations for Lead Safe Practices

35.18.6.1. Medical Surveillance

- 35.18.6.1.1. Crew members may receive blood level testing as required by OSHA standards. It is recommended that blood testing be done on each crewmember prior to the implementation of lead safe practices.
- 35.18.6.1.2. The employer shall ensure that all medical examinations and procedures are performed by or under the supervision of a licensed physician
- 35.18.6.1.3. The cost of the blood level testing is an allowable DOE Health & Safety expense
- 35.18.6.1.4. Refer to [OSHA 29 CFR 1926.62](#) for further regulations and guidance.

35.18.6.2. Liability Issues

- 35.18.6.2.1. Subgrantees are required to check their liability insurance to ensure there are no exclusion clauses for doing weatherization in a home with lead paint when the energy efficiency measures require the disturbance of lead paint areas.
 - 35.18.6.2.1.1. The home must be referred out, or deferred by the subgrantees, if weatherization work will be performed that will disturb surfaces that may contain lead, until they have insurance that will provide coverage for lead safe practices in situations involving lead.
 - 35.18.6.2.1.2. The cost of this insurance is and allowable DOE expense and ODOC urges subgrantees to seek ways to obtain the coverage at reasonable rates.
 - 35.18.6.2.1.3. For additional coverage, subgrantees must take before and after pictures of the home to document the presence of lead prior to weatherization work. At the end of weatherization work, the areas where energy efficient measures have been added must be

photographed to document the area was cleaned after weatherization.

35.18.6.3. Materials and Equipment

35.18.6.3.1. Subgrantees are required to provide OSHA-specified safety equipment to their weatherization staff. The purchase of materials and equipment is an allowable DOE expense. This includes but is not limited to the following:

35.18.6.3.1.1. Nitrile_gloves (hypo-allergenic gloves are allowed);

35.18.6.3.1.2. Eye wear, shoe covers, coveralls, hat covers, and other needed PPE;

35.18.6.3.1.3. HEPA Vacuums (required by EPA RRP);

35.18.6.3.1.4. Respirators (fitted) :

35.18.6.3.1.4.1. When work creates dust or chips and lead is presumed or known to exist, wear the approved respirator with HEPA filters.

35.18.6.3.1.4.2. All crew members must be fit tested for a respirator; this is an allowable cost.

35.18.6.3.1.4.3. Medical surveillance must be completed for each crewmember being fitted for a respirator. The cost of the medical test for this purpose is an allowable expense under DOE Health & Safety.

35.18.6.3.1.4.4. See [OSHA 29 CFR 1926.62](#) and [EPA RRP Final Rule](#) for further requirements and guidance.

35.18.6.4. Substance Data Sheet for Occupational Exposure to Lead

- 35.18.6.4.1. The "Substance Data Sheet for Occupational Exposure to Lead" must be distributed to every employee who could be exposed to lead while on the job. A copy must also be at each job site where lead exposure could occur.
- 35.18.6.4.2. OSHA requires extensive record keeping for employees at risk for lead exposure. As part of this record keeping, it is recommended that each employee receiving a "Substance Data Sheet" be required to sign some sort of a verification of receipt and understanding form. This must be kept on file with the employees' other health and safety records.

35.19. MOLD AND MOISTURE

35.19.1. Allowability

- 35.19.1.1. Limited water damage repairs are allowed that meet the following criteria:
 - 35.19.1.1.1. \$750 dollars or less
 - 35.19.1.1.2. The cost meets the criteria in Requirement 35.3
 - 35.19.1.1.3. Do not require a special license, that can be addressed by workers
 - 35.19.1.1.4. Can be justified as in the course of weatherization work through photo documentation.
 - 35.19.1.1.5. When necessary, in order to weatherize the home and to ensure the long-term stability and durability of the measures.
- 35.19.1.2. Source control (the correction of moisture and mold creating conditions, independent of latent damage and related repairs) is allowed when necessary, in order to weatherize a home and to ensure the long-term stability and durability of the measures.
- 35.19.1.3. Mold testing, remediation, and cleanup are not allowable costs.
- 35.19.1.4. Surface preparation where weatherization measures are being installed (e.g., cleaning mold off window trim in order to apply caulk, repair/replace deteriorated sheetrock or ceiling tile.) are allowable, but as part of the ECM, not the H&S budget category.
- 35.19.1.5. Adding mechanical ventilation is allowed

35.19.2. Actions

35.19.2.1. Subgrantee Recipients must ensure that regular weatherization work is performed in a manner that does not contribute to mold problems and when the work is performed properly, can alleviate many mold conditions.

35.19.2.2. During the initial audit, visual testing for mold and exterior drainage must be done. Anything found must be noted in client file [[Form 28](#)].

35.19.2.3. Diagnostics such as moisture meters are recommended pre-weatherization and at the final inspection.

35.19.2.4. If indoor relative humidity (RH) is at or above 60% or there is obvious evidence that a moisture problem exists (such as indoor mold or mildew) and cannot be abated within WAP cost limitations, then air sealing work must not be done. This does not include incidental repair items or repair/replacement of doors and windows. A unit with an indoor RH at or above 60% is to be considered "non-feasible" for blower door testing.

35.19.2.5. TABLE 5: MITIGATION METHODS

Excess Moisture	Mitigation Methods
Bathroom (not from leaky pipes)	Install vent fan
Kitchen (not from leaky pipes)	Install vent fan
Dryer	Vent Properly

35.19.2.5. When it is determined that weatherization activities can be accomplished, the Subgrantee Recipient shall provide information to the client that specifically entails what was/will be done to the home that is expected to alleviate the mold condition and/or should not promote new mold growth. The notification/disclaimer shall be discussed with and signed by the client and/or property owner. [[Form 32](#)]

35.19.3. Testing Protocols

35.19.3.1. Visual assessment and

35.19.3.2. Diagnostics such as moisture meters are recommended pre and prior to final inspection.

35.19.4. Client Education

- 35.19.4.1. If mold or moisture problems are suspected or identified, Subgrantee Recipients must have clients sign a Mold Disclosure [[Form 32](#)], and provide a copy of [A Brief Guide to Mold, Moisture and Your Home](#) [[Attachment 22](#)].
- 35.19.4.2. Provide information on importance of cleaning and maintaining drainage systems.
- 35.19.4.3. Provide information on proper landscape design and how this impacts site drainage and moisture control.
- 35.19.4.4. When deferral is necessary, provide information in writing describing conditions that must be met in order for weatherization work to commence [[Form 33](#)].

35.19.5. Training

- 35.19.5.1. Training should be based on a National Curriculum on mold and moisture, such as the EPA Mold Web Course [[Attachment 21](#)], and include at a minimum, the following training learning objectives:
 - 35.19.5.1.1. Mold Identification
 - 35.19.5.1.2. Mold Health Effects
 - 35.19.5.1.3. Biocides
 - 35.19.5.1.4. Moisture Problem Identification
 - 35.19.5.1.5. Humidity Problems in HVAC Systems
 - 35.19.5.1.6. Structural Integrity and Mold Growth.
- 35.19.5.2. How to recognize drainage issues that can become mold problems.
- 35.19.5.3. How to identify and recognize a mold or moisture problem.

35.20. OCCUPANT HEALTH & SAFETY CONCERNS & CONDITIONS

35.20.1. Allowability

- 35.20.1.1. N/A

35.20.2. Actions

- 35.20.2.1. During the application process, occupants must complete the Indoor Air Quality and Safety Checklist [[Form 22A](#)]. This checklist asks the occupants to indicate any health problems of anyone in the households. Workers should carefully consider the responses to this checklist.

35.20.2.2. When a person's health may be at risk and/or the worker's activities could constitute a health and safety hazard, the occupants at risk will be required to take appropriate action based on the severity of the risk.

35.20.2.3. Failure or the inability to take appropriate actions must result in deferral [[Form 33](#)].

35.20.2.4. Some weatherization materials and activities have the potential to create or exacerbate clients' health problems. Weatherization crews must use caution when weatherizing homes with clients with asthma, COPD (pulmonary lung diseases), allergies, etc., which can worsen during and after weatherization work.

35.20.3. Testing Protocols

35.20.3.1. Screen occupants to reveal known or suspected health concerns as part of the initial application for weatherization, during the audit, or both.

35.20.4. Client Education

35.20.4.1. Inform client in writing of any known risks.

35.20.4.2. Provide client with agency contact information in writing so client can inform of any issues.

35.20.4.3. When deferral is necessary, provide information in writing describing the conditions that must be met in order for weatherization to commence [[Form 33](#)].

35.20.5. Training

35.20.5.1. How to assess pre-existing conditions and determining what action to take if the home is not deferred.

35.20.5.2. Awareness of potential hazards.

35.21. PESTS

35.21.1. Allowability

35.21.1.1. Limited pest removal is allowable. If pests cannot be reasonably removed or poses a H&S concern for workers, the home must be deferred.

35.21.1.2. Screening of windows and points of access is allowed to prevent infestation.

35.21.2. Actions

35.21.2.1. During initial audit and during the course of weatherization work, workers must be aware of and conduct visual inspections for pests.

35.21.2.2. Pests removal can be done (and should be when possible) in situations which meet the following:

35.21.2.2.1. Infestation prevents weatherization

35.21.2.2.2. Pests can be reasonably removed

35.21.2.3. As long as the invoice dates are within the program year, a lease, if required by vendor, may be paid for upfront, provided the cost is reasonable and within the agency's H&S budget, and the pest problem warrants multiple treatments.

35.21.2.4. Infestation of pests may be cause for deferral where it cannot be reasonably removed, is not cost-effective (outside the Subgrantees Recipient's H&S budget) or poses health and safety concerns for workers [[Form 33](#)].

35.21.3. Testing Protocols

35.21.3.1. Assessment of presence and degree of infestation and risk to worker.

35.21.4. Client Education

35.21.4.1. Inform client in writing of observed conditions and associated risks.

35.21.4.2. Provide Pest Health Threats information sheet client if applicable.

35.21.4.3. When deferral is necessary, provide information in writing describing conditions that must be met in order for weatherization to commence [[Form 33](#)].

35.21.5. Training

35.21.5.1. How to assess presence and degree of infestation, associated risks, and need for deferral.

35.22. RADON

35.22.1. Allowability

35.22.1.1. Radon mitigation is not an allowable H7S cost.

35.22.1.2. Testing may be allowed in locations with high radon potential. Contact ODOC for approval if this situation occurs.

35.22.2. Actions

35.22.2.1. All clients, in all zones, must sign an informed consent form prior to receiving weatherization services. This form must be kept in the client file [see Requirements 12-14]. Major radon problems should be referred to the appropriate local environmental organization or agency for abatement.

- 35.22.2.2. In homes where radon may be present, work scope must include precautionary measures based on the [Buildings Assessment of Radon Reduction Interventions with Energy Retrofits Expansion Study \(The BEX Study\)](#) [[Attachment 31](#)], to reduce the possibility of making radon issues worse.
- 35.22.2.3. Whenever site conditions permit, cover exposed dirt floors within the pressure/thermal boundary with 6 mil (or greater) polyethylene sheeting, lapped at least 12” and sealed with appropriate sealant at all seams, walls, and penetrations.
- 35.22.2.4. Other precautions may include, but are not limited to, sealing any observed floor and/or foundation penetrations, including open sump pits (with airtight cover), isolating the basement from the conditioned space, ensuring crawl space venting is installed and implementing ventilation as required by [ASHRAE 62.2-2016](#).

35.22.3. Testing Protocols

- 35.22.3.1. Radon testing with ODOC approval.

35.22.4. Client Education

- 35.22.4.1. Provide all clients EPA’s [A Citizen’s Guide to Radon](#) [[Attachment 32](#)] and inform them of radon related risks.
- 35.22.4.2. All clients must sign a consent form [[Form 22 or Form 36](#)]⁷³ and must receive the following information. Both the consent and education must be documented in the client file [[Form 25](#)].
 - 35.22.4.2.1. Information from the results of the IAQ Study that there is a small risk of increasing radon levels when building tightness is improved.
 - 35.22.4.2.2. A list of precautionary measures WAP will install based on EPA Healthy Indoor Environment Protocols; some of the benefits of Weatherization including energy savings, energy

⁷³Only one (1) signed radon consent form is required per client file. Whether the client signs Form 22 or Form 36 depends on whether the client has already completed an application and is on the wait list. Clients who have an application on file that is less than 12 months old, only need to sign Form 36. However, if a client has an application on file that is 12 months or older, a new Form 22 client application must be completed instead.

cost savings, improved home comfort, and increased safety;
and

- 35.22.4.3. Confirmation that EPA's [A Citizen's Guide to Radon \[Attachment 32\]](#) was received and radon related risks discussed with the client.

35.22.5. Training

- 35.22.5.1. Auditors, assessors, and inspectors must have knowledge of radon, what it is and how it occurs, including what factors may make radon worse, and precautionary measures that may be helpful.
- 35.22.5.2. Workers must be trained in proper vapor retarder installation.
- 35.22.5.3. The [EPA Radon map](#) uses 3 "zones" to indicate the likelihood of radon being present and levels determined to be potentially dangerous. Most of Oklahoma's counties are in Zone 3, although Cimarron, Texas, Beaver, Ellis, Delaware, Mayes, Cherokee, Adair, and Sequoyah are all in Zone 2. An Oklahoma zonal map can be located at the [EPA website](#). [\[Attachment 33\]](#)
 - 35.22.5.3.1. Zone 1 indicates average indoor screening levels above the recommended maximum of 4 pCi/L.
 - 35.22.5.3.2. Zone 2 ranges from 2 – 4 pCi/L.
 - 35.22.5.3.3. Zone 3 average indoor screening levels are less than 2 pCi/L.

35.23. SAFETY DEVICES: SMOKE & CARBON MONOXIDE ALARMS, FIRE EXTINGUISHERS

35.23.1. Allowability

- 35.23.1.1. Smoke alarms, limited to the relatively inexpensive, battery-operated type, must be installed where alarms are not present or are inoperable, provided the cost meets the criteria in Requirement 35.3.
- 35.23.1.2. Replacement of operable alarms is not an allowable cost.
- 35.23.1.3. Providing fire extinguishers is an allowable cost when solid fuel is present, and the cost meets the criteria in Requirement 31 and 32.

35.23.2. Actions

- 35.23.2.1. During the energy audit, a unit must be inspected for smoke and carbon monoxide alarms, and fire extinguishers [if applicable].
- 35.23.2.2. Follow [NFPA 72](#) guidance on smoke alarms and CO monitors.

35.23.2.3. If an alarm or fire extinguisher is located, it must be tested to determine whether it is an operable device.

35.23.2.3.1. If not operable, the assessor must determine how many smoke alarms are necessary for the home and if any fire extinguishers are warranted (if solid fuel burning equipment is present).

35.23.2.3.1.1. Subgrantee Recipients should only install the more expensive smoke detectors, which require wiring to the home's electrical system, when these types of units are required by applicable codes.

35.23.2.3.2. All units must have a digital CO monitor installed, regardless of fuel source.

35.23.2.3.2.1. Carbon Monoxide monitors/alarms must be installed according to [Underwriters Laboratories Standards for Safety ANSI/UL 2034-09](#) or newer if available.

35.23.3. Testing Protocols

35.23.3.1. Check existing alarms for operation.

35.23.3.2. Verify operation of installed alarms.

35.23.4. Client Education

35.23.4.1. Provide client with verbal and written information on use of devices installed.

35.23.5. Training

35.23.5.1. Where to install alarms.

35.23.5.2. Local code compliance.

35.24. VENTILATION & INDOOR AIR QUALITY

35.24.1. Allowability

35.24.1.1. Costs associated with implementing and following [ASHRAE 62.2 2016](#) are allowed, provided the cost meets the criteria in Requirement 31 and 32.

35.24.1.2. Bathroom local exhaust fans can be installed as per the requirement of [ASHRAE 62.2](#).

- 35.24.1.2.1. [ASHRAE 62.2 Section 5](#) requires bathroom local exhaust fans to be vented outside and to have a minimum demand-controlled airflow of 50 CFM or continuous airflow of 20 CFM.
- 35.24.1.2.2. See [Table 5.1 from ASHRAE 62.2](#) for further guidance.
- 35.24.2. [ASHRAE 62.2](#) also requires local exhaust kitchen fans to be vented outside and have a minimum demand-controlled airflow of 100 CFM.
 - 35.24.2.1. Any home with a gas range must be provided with a range hood vented outside. This can be an ASHRAE continuous run fan or an intermittent fan. This will be a Health & Safety cost.
 - 35.24.2.2. See [Table 5.1 from ASHRAE 62.2](#) for further guidance.
- 35.24.3. The installation of required local ventilation may meet [ASHRAE 62.2](#) requirement for additional dwelling unit ventilation, and this needs to be considered during the audit.
- 35.24.4. Run Red Calc to determine if additional dwelling unit ventilation is needed. See Appendix F for guidance.
- 35.24.5. Any functioning exhaust fan that will remain in the home after weatherization must be vented to the outside. This shall be funded with Health and Safety funds.
- 35.24.6. Actions
 - 35.24.6.1. Subgrantee Recipients will follow [ASHRAE 62.2 2016](#) per DOE policy. Most of Oklahoma is in Climate Zone 3; the panhandle is in Climate Zone 4.
 - 35.24.6.2. If the [ASHRAE normative Appendix A](#) is employed and an existing fan is being replaced or upgraded to meet whole-house ventilation requirements, take actions to prevent zonal pressure differences greater than 3 pascals across the closed door, if one exists.
 - 35.24.6.3. During initial inspection, agency will inventory existing viable fans
 - 35.24.6.4. Measure Exhaust Fan Flow with Fan Flow Meter and Digital Manometer (you will need pre blower door reading @CFM50 prior to conducting pre fan flow measurements) [Form 38].
 - 35.24.6.5. Estimate post weatherization blower door @CFM50
 - 35.24.6.6. Fill out [ASHRAE 62.2.2016 Ventilation Calculation Spreadsheet](#).
 - 35.24.6.7. If Continuous Ventilation to Add is above 15 CFM, per the [ASHRAE 62.2 2016 Ventilation Calculation Spreadsheet](#), determine the best solution to provide

ventilation required to reach CFM required by considering the following options:

- 35.24.6.7.1. Exhaust only Fans (Spot Ventilation) - best in moderate and cold- climates
 - 35.24.6.7.1.1. Continuous or intermittent (must have an adjustable switch)
- 35.24.6.7.2. Balanced
 - 35.24.6.7.2.1. Continuous or intermittent (must have adjustable switch if intermittent)
 - 35.24.6.7.2.2. Fan driven air in & out, controlled air
- 35.24.6.7.3. Sound rating requirement
 - 35.24.6.7.3.1. Must be met at or below 1 sone whole building fan at or below 3 sones for local occupant-controlled fans (kitchen and bath exhaust).
 - 35.24.6.7.3.2. Remotely mounted fans or systems utilizing a central air handler fan have no sound rating requirement.
 - 35.24.6.7.3.3. Newly installed local exhaust ventilation systems that are not run continuously shall have a sound rating of 3.0 sones or less unless they have a maximum rating of 400 CFM.
- 35.24.6.8. Verify the operation of all local and/or whole building ventilation equipment (Before and After using the [Ventilation Calculation Spreadsheet](#)).
- 35.24.6.9. NOTE for areas located outside of the thermal boundary that are having issues reaching the 6% requirement⁷⁴, per DOE: seal all exposed ductwork as completely as possible using reasonably diligent efforts but leave any inaccessible ductwork alone.

⁷⁴ HVAC systems that include air handlers or ducts located outside the pressure boundary shall have total air leakage of no more than 6% of total fan flow when measured at 0.1 in. of water (25 Pa) using California Title 24 10 or equivalent. [ASHRAE Standard 62.2.2016 Section 6.5.2](#)

35.24.6.10. Before and After fan flow must be verified in client file [[Form 28](#)].

35.24.7. Testing Protocols

35.24.7.1. ASHRAE 62.2 evaluation to determine required ventilation

35.24.7.2. Measure fan flow of existing fans and of installed equipment to verify performance.

35.24.8. Client Education

35.24.8.1. Educate client on function, use, and maintenance (including location of service switch and cleaning instructions) of ventilation system and components.

35.24.8.2. Provide info sheet on Indoor Air Quality, to include a disclaimer that [ASHRAE 62.2](#) does not account for high polluting sources or guarantee indoor air quality.

35.24.8.3. Provide client with equipment manuals and warranties for installed equipment [[Form 35](#) and [Form 48](#)]

35.24.8.4. Provide client with Ventilation client information sheet.

35.24.9. Training

35.24.9.1. [ASHRAE 62.2 2016](#) training is required and includes proper sizing, evaluation of existing and new systems, depressurization tightness limits, critical air zones, etc.

35.25. WINDOW & DOOR REPLACEMENT, WINDOW GUARDS

35.25.1. Allowability

35.25.1.1. Not allowed.

35.25.2. Actions

35.25.2.1. N/A

35.25.3. Testing Protocols

35.25.3.1. N/A

35.25.4. Client Education

35.25.4.1. If lead is present in home, provide client with Renovate Right Brochure and educate client on the risks of lead in the home.

35.25.5. Training

35.25.5.1. Awareness of guidance.

35.26. WORKER SAFETY

35.26.1. Allowability

35.26.1.1. Costs to comply with these requirements may be charged to the Health and Safety budget, provided they meet the criteria in Requirement 31 and 32.

35.26.2. Actions

35.26.2.1. Workers must follow [Occupational Safety and Health Administration Standards and Safety Data Sheets \(SDS\)](#) and take precautions to ensure the health and safety of themselves and other workers.

35.26.2.2. SDS must be posted wherever workers may be exposed to hazardous materials. This could include keeping all SDS in weatherization work vehicles while working at a client home.

35.26.2.3. Workers should check for [Spray Polyurethane Foam \(SPF\)](#) penetrations in the building envelope. If detected:

35.26.2.3.1. Use [EPA Safety Tips for Weatherizing with Spray Polyurethane Foam](#) [Attachment 34] when working within the conditioned space or when SPF fumes become evident within the conditioned space. When working outside the building envelope, isolate the area where foam will be applied, take precautions so that fumes will not transfer to inside conditioned space, and exhaust fumes outside the home.

35.26.2.4. Workers should NOT hesitate to defer a home if a client is physically or verbally threatening. If this happens, [Form 33](#) must be completed, and the situation thoroughly documented, but a client signature is not necessary.

35.26.3. Testing Protocols

35.26.3.1. Grantees (ODOC monitors) must perform assessments to determine if crews are utilizing safe work practices.

35.26.3.2. Subgrantee Weatherization Directors and crew leaders are responsible to provide safe working environments (with training, and the proper tools and safety equipment) for their crews and weatherization clients.

35.26.3.3. Sensory inspection inside the home for SPF fumes during foam application.

35.26.4. Client Education

35.26.4.1. If using SPF, provide notification to the clients of plans to use two-part foam and the precautions that may be necessary.

35.26.5. Training

35.26.5.1. Use and importance of personal equipment.

35.26.5.2. OSHA 10-hour training is required for all workers.

35.26.5.3. OSHA 30 training is required for Crew Leaders.

35.26.5.4. Ongoing training is required in Hazard Communication Program.

35.26.5.5. Training on use of various products with specification for each application type.

35.26.5.6. SDS sheets.

35.26.5.7. Temp sensitivity.

35.26.5.8. If time and resources allow, ODOC may periodically conduct in-progress inspections to observe the health and safety practices of the workers.

35.27. WATER HEATER

35.27.1. Allowability

35.27.1.1. Repair and cleaning are allowed, provided the cost meets the criteria in Requirement 31 and 32.

35.27.1.2. If repair and cleaning is not sufficient, and the water heater is leaking and rusted, limited case by case water heater replacement is allowed, provided the agency has first attempted to justify replacement as an ECM, and the costs meet the criteria in Section I.B. Furthermore, the water heater must post a life safety risk to occupants (e.g., leaking primary tank, high CO measurements).

35.27.1.3. Minor safety repairs of water heaters (e.g. T&P valve piping, backflow prevention devices, expansion tanks).

35.27.1.4. Replace, repair, or install primary water heater when existing primary water heater is unsafe, inoperable, or nonexistent.

35.27.2. Actions

35.27.2.1. During the initial audit, determine whether the water heater is performing safely. Water heaters must be inspected to determine if they are operational,

non- operational, repairable, and/or non-repairable. Relevant information must be entered into the NEAT or MHEA.

35.27.2.2. Input the water heater in the NEAT/MHEA program to determine potential energy savings at an ECM with an SIR of 1.0 or above. Documentation [NEAT/MHEA Input Report] to show this attempt of cost justification must be kept in client file.

35.27.2.3. If the water heater replacement results in an ECM with an SIR of 1.0 or above, replace as a regular ECM.

35.27.2.4. If the NEAT/MHEA program does not determine the water heater replacement to be an ECM, replace using H&S funds.

35.27.2.5. Document reason for replacing water heater using H&S funds on the Energy Audit Form [[Form 28](#)].

35.27.2.6. Subgrantee Recipients shall accomplish the following services for electric water heaters not replaced, if audit justified:

35.27.2.6.1. Pipe insulation;

35.27.2.6.2. Water heater blanket;

35.27.2.6.3. Thermostat set to 120 degrees maximum;

35.27.2.6.4. Check for leakage;

35.27.2.6.5. Replacement of low-flow showerhead.

35.27.3. Electric water heaters shall be replaced with another electric water heater only. Gas water heaters may be replaced under health and safety only. Fuel change is not allowable.

35.27.4. Testing Protocols

35.27.4.1. Combustion testing

35.27.5. Client Education

35.27.5.1. Provide client with Combustion Safety info sheet and discuss the risks and warning signs associated with high CO in a household.

35.27.6. Training

35.27.6.1. Awareness of guidance

35.27.6.2. CAZ Testing

WORKFORCE

36. WORKFORCE FOR WEATHERIZATION

36.1. CONTRACT PART II

36.1.1. PLACEHOLDER

36.2. PURPOSE

36.2.1. PLACEHOLDER

36.3. PROGRAM MANAGER

36.3.1. PLACEHOLDER

36.4. ENERGY AUDITOR

36.4.1. PLACEHOLDER

36.5. RETROFIT INSTALLER

36.5.1. PLACEHOLDER

36.6. CREW LEADER

36.6.1. PLACEHOLDER

36.7. QUALITY CONTROL INSPECTOR

36.7.1. PLACEHOLDER

36.8. ADMINISTRATOR

36.8.1. PLACEHOLDER

37. QUALITY CONTROL INSPECTIONS

37.1. CONTRACT PART II

- 37.1.1. The Subgrantee Recipient will supervise and inspect all weatherization activities and work performed on all eligible households and will certify that such activities and work are in compliance with regulations promulgated by the U.S. Department of Energy and ODOC. The Subgrantee Recipient must have an in house or contracted third party [Building Performance Institute \(BPI\)](#) certified [Quality Control Inspector \(QCI\)](#) per DOE requirements in [DOE WPN 22-4](#) (superseded DOE 15-4). All units reported to ODOC must be inspected and signed off by the QCI. The QCI process and requirements that must be followed, including consequences if they are not, are outlined the most current ODOC Weatherization Program Operations Manual.⁷⁵
- 37.1.2. Subgrantee Recipients must ensure that all staff and contractors are adequately trained to meet DOE's Quality Work Plan requirements as outlined in Weatherization Program Notice 15-4 and ODOC's most current Weatherization Program Operations Manual. Training will be verified and monitored by ODOC as needed.⁷⁶
- 37.1.3. The Subgrantee Recipient must meet DOE standards in regard to quality of work in all weatherization installations, as outlined in Health and Safety Weatherization Program Notice 15-4, Section 2. These expectations are, at a minimum, to meet or exceed the standards set forth in the National Renewal Energy Laboratory Standard Work Specifications for Home Energy Upgrades (SWS), available at <https://sws.nrel.gov/>, unless DOE has granted ODOC a variance request. In addition, Contractors are required to include this language in all Agreements, MOUs, or contracts entered into with weatherization vendors or subcontractors. The vendor and/or subcontractor will be required to provide a signature on the contract documents with the Subgrantee Recipient to verify the expectations for quality of work are understood.⁷⁷

37.2. PURPOSE

37.2.1. PLACEHOLDER

⁷⁵ Contract Part II, Section 6.I.

⁷⁶ Contract Part II, Section 6.H.

⁷⁷ Contract Part II, Section 6.M.

37.3. QUALITY CONTROL INSPECTION STANDARDS

37.3.1 No dwelling unit will be reported to ODOC as completed until the Subgrantee has performed a final inspection and has certified (with a signature from a certified [Building Performance Institute Quality Control Inspector](#)) that all weatherization work has been completed in a quality manner (in compliance with [ODOC's Energy Audit Manual](#), [Field Guide](#), and [DOE WPN 22-4 – Quality Work Plan Requirements](#), and the [WX Operations Manual](#)). This certification and final inspection must be documented utilizing the Quality Control Report ([Form 44](#)).

37.4. INSPECTION PROCESS

37.4.1. The QCI must comply with the following process to ensure the inspection meets ODOC and DOE standards.

37.4.1.1. The QCI must ensure that they are current on their QCI certification.

37.4.1.2. A desk review of the job should occur before an in-field visit of the home being assessed. The desk review shall include:

37.4.1.2.1 Confirmation of the accuracy of the NEAT MHEA inputs.

37.4.1.2.2. Confirmation that work completed followed the NEAT MHEA work order.

37.4.1.2.3. Confirmation that invoiced items did not exceed the amounts allowed for in the NEAT MHEA work order.

37.4.1.3. The QCI must follow the QCI Inspection of the Energy Audit process outlined in the [Energy Audit Manual](#) (see Section 5).

37.4.1.4. The QCI must complete an onsite quality control inspection (unless otherwise approved in writing by ODOC) within 30 days from the final site date.

37.4.1.4.1. The QCI must repeat all diagnostic tests performed on the home by the auditor at pre- and/or post- inspection to verify those results.

37.4.1.5. The QCI is expected to perform and record the following diagnostics during the final inspection and follow ODOC and/or DOE policy regarding each test (as applicable):

37.4.1.5.1. Blower Door Test

37.4.1.5.2. Zonal Test

37.4.1.5.3. Pressure Pan Testing

37.4.1.5.4. Isolated CAZ Testing

37.4.1.5.5. Dominant Duct Testing

37.4.1.5.6. Room Pressure Testing

- 37.4.1.5.7. Exhaust Fan Flow testing
- 37.4.1.5.8. Whole House Ventilation Testing (ASHRAE)
- 37.4.1.5.9. Duct Leakage (Total Leakage and Leakage to outside)
- 37.4.1.5.10 Worst Case CAZ Testing (Using BPI standards)
- 37.4.1.5.11 CO testing Ambient exterior and Interior (Using BPI Standards)
- 37.4.1.5.12 Infrared camera to spot check air sealing effectiveness
- 37.4.1.5.13 Thorough inspection of the attic and crawl space to determine air sealing and conformance to SWS
- 37.4.1.6 QCI will need to provide Verification of the following during the final inspection:
 - 37.4.1.6.1 When insulation is used, verification of [Form 46](#) is required onsite and in file
 - 37.4.1.6.2 Certified Renovator Cards
 - 37.4.1.6.3 OSHA 10 and or 30 cards
 - 37.4.1.6.4 Respirator Fit Testing
 - 37.4.1.6.5 Equipment maintenance
 - 37.4.1.6.6 Diagnostic equipment calibration
 - 37.4.1.6.7 The QCI must take a photo (that is time stamped) of all measures on the Recommended Measures report that are checked and verified. If, for any reason, the QCI is unable to take a photo of a measure, this must be explained on [Form 44](#).
- 37.4.1.7 The QCI must ensure that all weatherization work completed in the home complies with ODOC's DOE approved Field Guide. See also 37.3.1. It is the QCI's responsibility to ensure that all measures performed "will result in work that achieves the desired outcomes in the SWS."
- 37.4.1.8 The QCI must document, in detail, completion of the inspection on [Form 44](#).
- 37.4.1.9 If the local quality control inspector cannot sign off on [Form 44](#) that a home meets standards, the QCI must note the date of inspection and provide their initials (on [Form 44](#)).
- 37.4.1.10 All needed corrective action must be listed in the QCI Required Corrections rows on [Form 44](#). Once all the corrective action has been completed, the QCI must verify (either through onsite or clear photos) that the corrective action has been completed according to Quality Work Standards. Once verified, the QCI must provide their initials and date of QCI verification for EACH corrective action. Finally, once all

corrective action has been confirmed the QCI must sign, print their name, **provide their QCI number**,⁷⁸ and final close date.

- 37.4.1.11 Any changes or fixes made at the time of the QCI MUST be documented on [Form 44](#).
- 37.4.2 If the Crew Leader or Retrofit Installer is present during the final inspection, the QCI may allow the worker to fix issues found immediately or determine the best process for addressing the incomplete work, as long as the final report records the entire process.
- 37.4.3 If the QCI is unsure of a specific finding or measure installation during the final inspection, the QCI may contact the State Tech for guidance to determine the best course of action.
- 37.4.4 If the QCI signs off on work that is later deemed incomplete by the State Tech, State Monitor (Program Representative), or DOE monitor, the Subgrantee will be considered responsible for units reported to DOE and later deemed incomplete. This does not change if the QCI is agency employee or contracted third party.
 - 37.4.4.1. Subrecipients must ensure that the local QCI, who completed the final inspection, accompanies the State Tech during the Quality Assurance inspection, unless special permission for other arrangements has been granted by ODOC in writing.⁷⁹
 - 37.4.4.2. The local QCI must run demonstrate their ability to run diagnostics to the State Tech upon request. Failure to comply may result in findings and/or a probationary period for the QCI or Energy Auditor.

37.5. POLICY TO BE EFFECTIVE APRIL 1, 2023

- 37.5.1. Dwelling units must have all weatherization measures installed (final site date) within 90 days from initial site date. QCI inspection must be completed within 30 days from final site date. If a home is not able to be completed with 90 days (from initial site date to final site date), OR the QCI is not able to be completed with the 30 days (from final site date), a request for a requirement waver may be submitted to the [State Tech](#).

37.6. QUALITY CONTROL INSPECTOR DISCIPLINARY ACTION

- 37.6.1. Once the unit is reported as complete, Department of Energy (DOE) funds cannot be used for call - back/supplemental work. Therefore, subgrantees should caution their final inspectors to thoroughly inspect each unit.

⁷⁸ New requirement of DOE WPN 22-4

⁷⁹ See also Requirement 45.

37.6.2. If a QCI at the Subgrantee level is not inspecting units using the standards adopted by ODOC and consistent with [NREL's SWS](#) (ODOC's [Field Guide](#)), the following disciplinary actions will take place:

37.6.2.1 If the QCI does not perform inspections based on the requirements set forth in this policy, Section D, and does not use standards identified in SWS or WPN 22-4, including not utilizing a certified QCI for final inspections for any reported WAP unit the following disciplinary actions will occur:

37.6.2.1.1 The Subgrantee will be placed on immediate probation for a period of up to 6 months or more and required to report all units to ODOC for verification of QCI final inspection,

37.6.2.1.2 The Subgrantee will be paid on a reimbursement basis during the probationary period,

37.6.2.1.3 ODOC will widen the unit sampling of quality assurance reviews to 20 - 50% depending on the size of the Subgrantee during the probationary period to establish corrective action is achieved including verifying final inspections are conducted by a certified QCI, and all work is installed in accordance with standards in SWS.

37.6.2.1.4 Additional oversight on quality assurance reviews will ensure corrective action is achieved through quality work and measure effectiveness.

37.6.3 If the QCI for the Subgrantee does not perform inspections based on the requirements set forth in this policy, including using standards identified in SWS, and the QCI Subgrantee reports incomplete units to DOE, and the State Tech or Energy Project Specialist notice a pattern of oversight, the following will occur:

37.6.3.1 ODOC will widen the sampling of the of quality assurance reviews to 20 - 50%, depending on the size of the Subgrantee, for a probationary period of up to six months, to establish corrective action is achieved including verifying final inspections, quality work, and measure effectiveness,

37.6.3.2 The certified QCI will be required to attend necessary training, comprehensive and specific, depending on the needs of the Subgrantee QCI,

37.6.3.3 If during the 6-month probationary period the QCI does not successfully meet the standards set forth Requirement 47, ODOC will place the agency on reimbursement

status for an additional 3 months or until ODOC is satisfied the Subgrantee can fulfill these requirements,

37.6.3.4 If during the maximum probationary period up to 9 months ODOC is unsatisfied with the Subgrantee response to these requirements, ODOC will take further action to ensure DOE funding is utilized and expended based upon DOE rules, including but not limited to re - distribution of funding, and possible additional corrective actions as determined by the State.

37.6.3.5 Completion: A dwelling may not be counted as complete until all weatherization measures are installed, the unit has received its final inspection by a certified Quality Control Inspector, and all work is completed in a skillful manner in accordance with the audit.

37.7. REWORKS & CORRECTIONS

37.7.1. PLACEHOLDER

37.8. ALLOWABLE CORRECTIONS WITH ODOC FUNDING

37.8.1. PLACEHOLDERS

PROCUREMENT & INVENTORY

38. GENERAL PROCUREMENT PROCEDURES

38.1. CONTRACT PART II

38.1.1. PLACEHOLDER

38.2. PURPOSE

38.2.1. Subgrantee Recipients shall comply with the requirements set forth in [2 C.F.R. 200](#) as applicable, In addition, Subgrantee Recipients shall comply with the procurement requirements set forth in [10 C.F.R 440](#) for WAP and [10 C.F.R 910](#) for contracts originating from funds provided by the U.S. Department of Energy (DOE).

38.2.2. Procurement, management, and disposition of personal property acquired with contract funds shall be governed by ODOC policies, which embody the principles of the [Oklahoma Central Purchasing act, 74 O.S. 85.1.](#) et, seq in accordance with [2 CFR 200, Subpart 318 through 326.](#)

38.3. STANDARDS

38.3.1. Subgrantees shall have written processes and procedures for their procurement standards and processes. They shall include, at a minimum, the following standards:

38.3.1.1. Assurance that all procurement transactions shall be conducted in a manner to provide, to the maximum extent practicable, open, and free competition.

38.3.1.2. Positive efforts shall be made to utilize small and minority-owned businesses.

38.3.1.3. Contracts shall be made only with responsible bidders/vendors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.

38.3.1.4. [2 CFR 215.13](#) requires that no subaward or contract be made with certain parties that are debarred, suspended, or other excluded from or ineligible for participation in Federal programs or activities. Subgrantees must exercise due diligence, prior to entering into a final obligation, that the proposed contractor is not ineligible to receive Federal funds. This can be completed by searching for the proposed contractor at [DUNS/SAM.gov](#) via their Vendor Name or by DUNS number. A subgrantee can also pull the Exclusions Extract within SAM. The Subgrantee must retain evidence within their files that due diligence was performed to ensure the proposed contractor was able to be paid with Federal funds. This will be verified by ODOC during annual monitoring.

38.3.1.5. Compliance with procurement thresholds as outlined in this requirement.

38.4. OVERVIEW OF PROCUREMENT PROCEDURES

38.4.1. The following sections refer to expendable materials and supplies with an expected usable life of less than one year. The cost of the materials or supplies shall be based on the aggregate amount of the purchases, planned or potential, over a one-year period and not based on a one-time purchase that may be recurrent.

38.4.1.1. Expendable materials and/or supplies with an expected usable life of less than one year costing less than twenty-five thousand dollars (\$25,000) shall be purchased using Small Purchase procedures.

38.4.1.2. The purchase of expendable materials and supplies with an expected life of less than one year costing above twenty-five thousand dollars (\$25,000) must use Advertised Procurement procedures.

38.4.1.3. Inventory Requirements: Subgrantees must establish and maintain an inventory system to control materials and supplies purchased in quantity. (See Requirement 40).

38.5. SMALL PURCHASE PROCEDURES (PURCHASES LESS THAN TWENTY-FIVE THOUSAND DOLLARS (\$25,000))

38.5.1. Small purchases shall be exempt from the advertised process. Subgrantees shall conduct purchasing procedures in a manner to provide, to the maximum extent practical, open and free competition. Some form of cost or price analysis shall be made and documented in all procurement files. Small purchase procedures are as follows:

38.5.1.1. Purchases under \$5,000: Informal price comparison.

38.5.1.2. Purchases \$5,001 - \$15,000: Three telephone bids.

38.5.1.3. Purchases \$15,001 - \$25,000: Three or more written price quotations.

38.6. ADVERTISED PROCUREMENT (PURCHASES OF TWENTY-FIVE THOUSAND (\$25,000) DOLLARS OR MORE)

38.6.1. Procurement records shall include bid selection or rejection and the basis for the cost or price. All documents must be retained in the Subgrantee's files.

38.6.1.1. SPECIFICATIONS: Prior to advertisement for bids, the specifications should be completed in the form of a bid packet containing the following components:

38.6.1.1.1. A clear, accurate description of the product or service being procured;

- 38.6.1.1.2. All requirements the bidder must fulfill in order for the bid to be evaluated;
- 38.6.1.1.3. Evaluation criteria used to determine the successful bidder.
- 38.6.1.2. SOLICITATION: A notice is to be advertised and distributed as follows:
 - 38.6.1.2.1. Provision of a notice to all known prospective bidders via first-class mail at least 20 days prior to the scheduled bid opening; and
 - 38.6.1.2.2. Publication in two (2) consecutive weekly issues of a general circulation newspaper. The first publication must be at least twenty (20) days prior to the
 - 38.6.1.2.3. date set for opening bids.
- 38.6.1.3. SELECTION: All factors relevant to the procurement shall be included in the bid packet so the selection can be made from those bids that are responsive to the solicitation and awarded to the lowest responsive and responsible bidder.
 - 38.6.1.3.1. There must be two (2) or more responsive and responsible bids. When only one (1) responsive and responsible bid (single source) is received and all good faith efforts to solicit and maximize the number of bidders have been accomplished, documentation of all solicitation efforts must be maintained in Subgrantee's files. Subgrantees shall ensure that the identified market is large enough to solicit responses from enough responsible bidders to create competitive offers/prices.
 - 38.6.1.3.2. The procurement must lend itself to a firm, fixed-price contract so the selection can be made principally on price.
 - 38.6.1.3.3. Bids must be opened at a public (open) meeting. During the solicitation, it is advisable to note the date, time and location of the bid opening.
 - 38.6.1.3.4. Once the bidder submits a price, the dollar value is not subject to any type of negotiation or change.
- 38.6.1.4. DOCUMENTATION: All solicitation efforts must be documented in the Subgrantee's files and should include items such as dated newspaper clippings.
 - 38.6.1.4.1. Files must contain a copy of specifications and evaluation criteria, including evaluation criteria forms completed for each bid.

- 38.6.1.4.2. If other than the lowest responsive bid is selected, the Subgrantee must document reason for selection in procurement records.

38.7. SOLE SOURCE PROCUREMENT

- 38.7.1. Sole source occurs when particular goods, materials, or services are available from only one source. All sole source procurements of \$5,000 or more must be approved in advance and in writing by ODOC. The Subgrantee shall submit a written request to utilize sole source procurement, provide a brief description of the goods or services to be procured and justification for the sole source procurement.

38.8. EMERGENCY PROCUREMENT

- 38.8.1. When the urgency for the goods or services will not permit a delay due to competitive procurement, ODOC may authorize emergency procurement. Examples of urgent need are emergency plumbing or electrical work. Authorization may be obtained through a telephone request. If the Subgrantee cannot obtain telephone approval prior to procuring the goods or services, a written request for approval shall be submitted immediately after the procurement takes place.

38.9. WEATHERIZATION MATERIAL PROCUREMENT

- 38.9.1. The subgrantee or its designated subcontractor is responsible for determining all material needs and purchases. The subgrantee must provide the following documentation (internally, following its financial policies and procedures) prior to authorization for payment.
 - 38.9.1.1. Verification that materials purchased followed Small Purchase Procedures.
 - 38.9.1.2. Material invoices with each unit.
 - 38.9.1.3. Totals for material and labor cost must be shown separately.
 - 38.9.1.4. Certify that all materials meet DOE Appendix A standards.
 - 38.9.1.5. Subgrantees is required to complete Energy Audit Form [\[Form 28\]](#), inspections (pre- and post-completion), and ensure materials meet [Appendix A Standard in 10 CFR 440](#).
 - 38.9.1.6. If ODOC determines that costs of materials/labor are excessive, those costs will be disallowed, and payment shall be the responsibility of the Subgrantees. Written justification for questionable materials/labor cost must be received and approved by ODOC prior to the payment of such cost.

- 38.9.1.7. At the beginning of each program year, Subgrantees must annually update their material and labor, and fuel costs in NEAT/MHEA, in order to ensure accurate pricing, and receive ODOC approval before using the updated library.

38.10. VEHICLES & EQUIPMENT OVER \$5,000

- 38.10.1. See Requirement 39.

38.11. SERVICES

- 38.11.1. Services, for the purposes of this section, refer to services provided by outside professionals or consultants and include such items as accounting or payroll services, employee training, legal consultations, audit services and maintenance-related services such as plumbing, equipment, HVAC or electrical work. The procurement procedures are as follows:
 - 38.11.1.1. Less than \$5,000: Informal price comparisons.
 - 38.11.1.2. \$5,001 through \$15,000: Three telephone bids.
 - 38.11.1.3. \$15,001 through \$25,000: Subgrantee will be required to obtain three (3) or more written price quotations from vendors.
 - 38.11.1.4. Above \$25,000: Advertised Procurement procedures. Procurement of Services costing more than \$25,000 must be approved in advance by ODOC.
- 38.11.2. Contract Periods: All contracts for services must have a specific contract period. If provided for in the original procurement, the original contract may be extended, by mutual agreement of the parties, up to five (5) years.

38.12. RENTAL OF REAL PROPERTY

- 38.12.1. If a Subgrantee is planning to move (rental) or is planning to rent additional space, the following procurement procedures must be used for real property; and based on the full term of the lease:
 - 38.12.1.1. Less than \$5,000: Informal price comparison.
 - 38.12.1.2. \$5,001 through \$15,000: Three telephone bids.
 - 38.12.1.3. \$15,001 to \$25,000: the Subgrantee will be required to obtain three or more written price quotations from vendors.
 - 38.12.1.4. \$25,000 and up: Use Advertised Procurement procedures.
- 38.12.2. A written lease or rental agreement shall be maintained on file. The agreement shall specify the terms of the agreement, landlord/tenant responsibilities and termination and renewal procedures. The lease may be extended, by mutual agreement of the parties, up to five (5) years.

39. VEHICLES & EQUIPMENT PROCUREMENT

39.1. CONTRACT PART II

39.1.1. PLACEHOLDER

39.2. PURPOSE

39.2.1. PLACEHOLDER

39.3. ACQUISITION REQUEST

39.3.1. Before initiating an Acquisition Request, a Subgrantee must ensure they have or will have the funds for a vehicle purchase. There are several ways to verify funds available, depending on the timing of the acquisition request. A Subgrantee may:

39.3.1.1. Contact ODOC to inquire about the following year's estimated or projected award amount:

39.3.1.2. Request a budget modification on a current contract (before the end of the third quarter) and move funds from one or more budget line items to the vehicle and equipment budget line..

39.3.1.3. Submit a request for additional funds to their Energy Projects Specialist to increase their current or future contract.

39.3.1.4. Submit an annual application with a vehicle and equipment budget included on the appropriate line.

39.3.2. Once a Subgrantee has verified that the funds are available to procure a vehicle, an Acquisition Request must be submitted. There are two types of ODOC Acquisition Requests – **General Vehicle and State Contract Vehicle**. Each has its own unique process and electronic form.

39.3.2.1. [General Vehicle Acquisition Request](#) – this acquisition request is to be completed and submitted by Subgrantees wishing to purchase a vehicle using their own procurement methods. Instructions for completing the request form is included within the form.

39.3.2.2. [State Contract Vehicle Acquisition Request](#) – this acquisition request is to be completed and submitted by Subgrantees wishing to purchase a vehicle using the State of Oklahoma Vehicle Contracts Instructions. The request form is included within the form.

39.3.3. Ideally, vehicle acquisition requests are submitted by January 31 for inclusion in the next year's annual DOE State Plan and budget. However, ODOC is aware this timing is not always possible. Vehicle acquisition requests can be submitted at any time during the program year, however,

only those requests submitted before the end of the third quarter (before December 31) will be considered for purchase approval in the current program year, provided the vehicle can be purchased by March 1.

39.3.4. Acquisition requests made in the fourth quarter will be reviewed and submitted for DOE approval in the following program year.

39.4. APPROVAL OF ACQUISITION REQUEST

39.4.1. Regardless of whether a Subgrantee plans to use the General Vehicle or State Contract Vehicle process, both requests, once received by ODOC, will be submitted to DOE for review and approval. **No vehicle or equipment may be purchased by the Subgrantee with ODOC grant funds until the Subgrantee has received explicit written approval from ODOC.** Failure to wait for ODOC approval will result in disallowed expenses. ODOC will not grant approval until DOE approval has been received. The length of time for this approval is unknown, but it is likely at least one to two months or longer. Failure to include all the information requested in the ODOC Acquisition Requests may further delay ODOC and DOE approval.

39.5. ACQUISITION

39.3.1 Once a Subgrantee has received written approval from ODOC indicating DOE and ODOC's approval to procure the requested vehicle(s), the Subgrantee may proceed with acquisition, using their preferred procurement method. The Subgrantee must follow any special guidance provided by ODOC in the approval letter.

39.6. PROCUREMENT DOCUMENTATION SUBMISSION

39.4.1 The following documents must be uploaded to the OKGrants Main Applications Uploads before requesting ODOC reimbursement for the vehicle purchase:

39.4.1.1 Final [Bid Analysis Form](#) for General Vehicle Method (see 4.b.ii) (this was also uploaded in the Acquisition Form).

39.4.1.2 .xls Pricing Sheet from State Contract Method (see 4.b.i) (this was also uploaded in the Acquisition Form).

39.4.1.3 Vehicle Invoice.

39.4.1.4 General Ledger reflecting expenditure(s) to grant fund.

39.4.1.5 Proof of payment (e.g. cancelled check or transfer support).

39.4.1.6 [Amortization Schedule](#) (if amortizing over useful life (see Requirement 38 through 40)).

39.4.1.7 Updated purchase order (if applicable).

- 39.4.1.8 Updated Inventory List (see Requirement 38 through 40 for more information).
- 39.4.2 The [Weatherization Vehicle Purchase Bid Analysis](#) (only necessary if using the General Vehicle Method) will assist any Subgrantee, not purchasing on the Statewide Contract, with ensuring documentation compliance with the following Federal Regulations:
 - 39.4.2.1 The Subgrantee used and complied with internal procurement policies and procedures that followed General Procurement Standards ([200.318\(a\)](#)).
 - 39.4.2.2 That procurement was done in a full and open competition ([200.319\(a\)](#)).
 - 39.4.2.3 That an appropriate number of bids or quotes were considered ([200.320](#)).
 - 39.4.2.4 A domestic preference was provided for ([200.322\(a\)](#)).
 - 39.4.2.5 If purchasing on the State Contract, the bid analysis does NOT need to be completed, only the .xls pricing sheet from the OMES website is necessary as an analysis of cost along with documentation of other Federal Regulations has already been completed by OMES.
 - 39.4.2.6 An Amortization Schedule is required if amortizing over the useful life of vehicle to ensure the Average Cost Per Unit (ACPU) is not exceeded in a given program year. ODOC has an [amortization schedule template](#) that may be used or an agency may use their own schedule, as long as it contains the same information as in ODOC's amortization schedule.

39.7. REPORTING

- 39.7.1. See Requirement 41 for instructions on how to report the acquisition of a vehicle.

40. INVENTORY

40.1. CONTRACT PART II

40.1.1 PLACEHOLDER

40.2. PURPOSE

40.2.1. The purpose of this policy is to provide an explanation of how each Subgrantee must maintain current and disposed inventory items. For the process of purchasing a Weatherization vehicle and/or equipment purchases over \$5,000, please see Requirement 39).

40.3. PROCEDURES

40.3.1. Any equipment or non-expendable property acquired with a usable life expectancy of more than one year shall comply with this Requirement. See, also, the requirements below and the requirements set forth in [2 C.F.R. 200](#) as they relate to property management and disposition. Any equipment with an expected usable life of less than one year shall follow the requirements listed under Paragraph B, Materials and Supplies. See, also, certain requirements listed under Lease/Purchase Agreements, which may be applicable.

40.3.1.1. Inventory Requirements: All furniture and equipment costing \$500 or more purchased with ODOC contract funds must be kept on inventory at the Subgrantee's agency. By the end of each calendar year, a comprehensive inventory list, by program, must be submitted to ODOC. Subgrantee's records should contain all the information mentioned below.

40.3.1.1.1. Subgrantees shall maintain an inventory list for all equipment or non-expendable property with a life of more than one (1) year and costing \$500 or more.

40.3.1.1.2. A physical inventory of all equipment and non-expendable property purchases made with ODOC contract funds shall be taken and the results reconciled with the equipment records once a year.

40.3.1.1.3. Staff who maintains the inventory should not conduct the yearly inventory activities. A definitive line must be present between these duties.

40.3.1. The Subgrantee is responsible for any maintenance/repairs, loss, or theft of inventory items and all items procured with DOE WAP or DHS LIHEAP funds.

40.4. INVENTORY LISTS

40.4.1. Subgrantees must submit an updated inventory list to their assigned Energy Projects Specialist annually, or anytime a new item is added or removed. Weatherization inventory must include the following information (see [2 CFR 200.313](#)). See [this link](#) for an optional template:

- 40.4.1.1. Federal Award Identification Number (FAIN) Number (source of funding)
- 40.4.1.2. ODOC Contract Number
- 40.4.1.3. Identification Number (vehicle identification number, manufacturer's serial number, model number, Federal stock number, national stock number, or other identification number)
- 40.4.1.4. Description of Property/Item
- 40.4.1.5. Title Holder (for vehicles)
- 40.4.1.6. Acquisition Date- Enter the date the item was acquired.
- 40.4.1.7. Acquisition Cost- Enter the cost of the property at time of purchase.
- 40.4.1.8. Current Fair Market Value- Enter the current Kelly Blue Book or other Market Value of the vehicle. Keep the documentation and be prepared to provide upon request if needed. *(this only needs to be updated every 5 years OR at time of disposition OR at ODOC request)*
- 40.4.1.9. Percent of Federal Fund- The percent (%) of DOE funds used to purchase the vehicle.
- 40.4.1.10. Location– The location of the vehicle at the Subgrantee
- 40.4.1.11. Current Condition/Use
 - 40.4.1.11.1. Useable- Property which shows some wear, but can be used without significant repair
 - 40.4.1.11.2. Scrap- Property which has no value except for its basic material content.
 - 40.4.1.11.3. Repairable- Property which is unusable in its current condition but can be economically repaired
 - 40.4.1.11.4. Salvage- Property which has value in excess of its basic material content, but repair or rehabilitation is impractical and/or uneconomical

- 40.4.1.11.5. Excellent- Property that is in new condition or in unused condition and can be used immediately without modification or repairs.

40.5. MAINTENANCE

40.5.1. All Subgrantees shall:

40.5.1.1. Calibrate and maintain diagnostic testing equipment as recommended by the manufacturer.

40.5.1.2. Keep on file a record of maintenance and calibration for all diagnostic equipment.

40.5.2. Each Subgrantee must maintain equipment documentation to verify replacement and maintenance, to include at least the following information:

Equipment	Documentation Required
Oxygen Sensor in Combustion Analyzer/Detector	Last Replacement
All Manometers	Last Calibration (Required as specified by manufacturer)

40.6. DISPOSITION

40.5.1 Subgrantees may request disposition for one or more of the following reasons:

40.5.1.1 When the cost of maintenance or repair of a vehicle exceeds the fair market value of the vehicle.

40.5.1.2 When the fair market value of the vehicle dips below the threshold of \$5,000.

40.5.2 Subgrantees MUST request disposition when any of the following reasons apply:

40.5.2.1 The Subgrantees no longer operates a weatherization program.

40.5.2.2 The Subgrantees wishes to use the vehicle for another purpose (other than the weatherization program). This includes any other Federal program.

40.5.2.3 The Subgrantees plans to sell, donate, or trade in a vehicle.

40.5.2.4 For any other reason that the Subgrantees might wish to remove a vehicle from their inventory list.

40.5.3 A disposition request must be submitted to ODOC according to the following process:

40.5.3.1 Submit a written request to the Energy Projects Specialist with the following information on the vehicles that a Subgrantee would like to receive disposition instructions for:

40.5.3.1.1 Description of Property

40.5.3.1.2 Federal Award Identification (FAIN) Number (source of funding)

- 40.5.3.1.3 ODOC Contract Number
- 40.5.3.1.4 Identification Number (vehicle identification number, manufacturer's serial number, model number, Federal stock number, national stock number, or other identification number)
- 40.5.3.1.5 Acquisition Date- Enter the date the item was acquired
- 40.5.3.1.6 Acquisition Cost- Enter the cost of the property at time of purchase
- 40.5.3.1.7 Current Fair Market Value- Enter the current Kelly Blue Book or other Market Value of the vehicle. ****Submit the backup documentation along with the request to show what method was used to determine Fair Market Value.****
- 40.5.3.1.8 Percentage of Federal Fund- The percentage (%) of DOE funds used to originally purchase the vehicle.
- 40.5.3.1.9 Current Condition/Use
 - 40.5.3.1.9.1 Useable- Property which shows some wear, but can be used without significant repair.
 - 40.5.3.1.9.2 Scrap- Property which has no value except for its basic material content.
 - 40.5.3.1.9.3 Repairable- Property which is unusable in its current condition, but can be economically repaired.
 - 40.5.3.1.9.4 Salvage- Property which has value in excess of its basic material content, but repair or rehabilitation is impractical and/or uneconomical
 - 40.5.3.1.9.5 Excellent- Property that is in new condition or in unused condition and can be used immediately without modifications or repairs.
- 40.5.3.1.10 What the agency is requesting approval to do with the vehicle- Prepare a brief narrative explaining why the vehicle is being disposed and what the agency will do without the vehicle (for example, use for program income).
- 40.5.4 Subgrantees may not dispose of a vehicle or use a vehicle for a different purpose other than weatherization until receiving ODOC written approval to do so (even if a vehicle is under \$5,000).
- 40.5.5 Once ODOC disposition instructions and approval is received (some must be submitted to DOE first, so an exact turnaround time is unknown), the Subgrantee must submit an updated inventory

list to the Energy Projects Specialist along with a disposition inventory list (to include date of disposal and sale price of property), which must be kept for a period of at least three (3) years from the date of final disposition, according to Record Retention policy ([2 CFR 200.334](#) & [2 CFR 200.313](#)).

REPORTING

41. REPORTING REQUIREMENTS

41.1 CONTRACT PART II

- 41.1.1. Subgrantee Recipients shall submit a Quarterly Progress Report, in OKGrants, on a quarterly basis, on the following dates, for the indicated reporting period: (1) First Quarter (April – June) due July 20. (2) Second Quarter (July – September) due October 20. (3) Third Quarter (October – December) due January 20. (4) Fourth Quarter (January – March) due April 20.⁸⁰
- 41.1.2. Subgrantee Recipients shall track required data metrics on all homes weatherized aged 45 years or older. This data shall be submitted to ODOC twice a year, by September 20th and with the contract closeout, or as requested by ODOC.⁸¹
- 41.1.3. Subgrantee Recipients must upload a Training Plan for all crew and contractors (if applicable) in OKGrants as part of their application. A final Training Report, to include a list of all training received during the Program Year, must be submitted with contract closeout.⁸²
- 41.1.4. The Subgrantee Recipient shall furnish ODOC with other reports related to this contract in the forms and at such times as may be required by ODOC.⁸³

41.2 PURPOSE

- 41.2.1 PLACEHOLDER

41.3 FISCAL REPORTING

- 41.3.1 See Requirements 29-30 for all fiscal reporting requirements.

41.4 MONTHLY PROGRESS REPORTING

- 41.4.1 Weatherization Program Narratives (for both DHS LIHEAP and DOE WAP) must be submitted by the 10th of each month, whether homes have been completed or not. An explanation for any delays in productions must be adequately explained in the progress notes or the progress report will be rejected for changes. Early submission is encouraged.
- 41.4.2 Reports shall be submitted to ODOC in an OKGrants form (unless otherwise noted) as listed in the program reporting requirement tables below.
- 41.4.3 Per DOE's Quality Work Plan Requirement, [WPN 22 - 4](#), the Subgrantee is responsible to report only those dwelling units that are completed, which includes the following:

⁸⁰ Contract Part II, 10.C.

⁸¹ Contract Part II, 10.D.

⁸² Contract Part II, 6.K.

⁸³ Contract Part II, 10.E.

- 41.4.3.1 The installation of NEAT/MHEA prescribed measures installed in order of the recommended measures, with a measure SIR at or above 1.0, and a unit SIR at or above 1.0 (cumulative).
- 41.4.3.2 All weatherization and H&S measures are installed in a workmanlike manner and the quality of work will meet or exceed the DOE standards as set forth in NREL's Standard Work Specifications (SWS) (as approved for Oklahoma in our DOE approved [Field Guide](#)).
- 41.4.3.3 All weatherization measures are installed by trained Subgrantee crew member(s) or a trained contracted third party (Subcontractor).
- 41.4.3.4 Every dwelling unit has received a final inspection, including mechanical work performed, by a certified Quality Control Inspector (QCI), also known as Quality Control. The requirements for each Quality Control Inspection are detailed in Requirement 37.
- 41.4.3.5 The final inspection may not occur until all necessary materials are applied.

41.5 QUARTERLY REPORTING

41.5.1 DOE WAP and DHS LIHEAP weatherization contracts have quarterly reporting requirements. The reporting periods are the same for all weatherization required quarterly reports.

41.5.2 TABLE 6: QUARTERLY REPORTING PERIODS

Reporting Period	Quarterly Report Due Date
October – December	January 20 th
January – March	April 20 th
April – June	July 20 th
July – September	October 20 th

41.6 SHPO REPORT

41.6.1 Subgrantees are required to submit OKGrants reports regarding units assessed that are 45 years or older. If a home is weatherized with both DOE and DHS funds, the home may only be reported in the DOE contract. These reports collect the following data metrics for the specified reporting periods:

- 41.6.1.1 Total number of homes weatherized.
- 41.6.1.2 Number of homes weatherized older than 45 years submitted for SHPO Section 106 review.
- 41.6.1.3 Number of homes SHPO required a Section 106 review on.

41.6.1.4 List of all measures installed not listed in Appendix A or B, that triggered the SHPO Section 106 review.

41.6.1.5 Number of homes weatherized older than 45 years, but were exempt from SHPO review because all installed measures were listed in Appendix A or B of the SHPO PA.

41.6.1.6 Total number of homes weatherized older than 45 years.

41.6.2 The SHPO OKGrants reports must be submitted for the following reporting periods by the following due dates (see Tables 41 & 42). DHS reporting requirements can also be found in Requirement 50.

41.7 CLOSEOUT CERTIFICATION

41.7.1. Closeout reports are due no later than 60 days after the end of the contract period for both DOE WAP and DHS LIHEAP. DOE WAP requires a T/TA Final Report to be submitted along with closeout while DHS LIHEAP requires an Outreach report to be submitted with closeout (if Outreach funds are spent). All due dates are listed below.

41.8 EQUIPMENT & INVENTORY REPORTING

41.8.1. See Requirement 40 for Inventory Reporting Requirements.

41.9 REPORTING CHECKLIST

41.9.1 [Attachment 37](#)

41.10 TABLE 7: REPORTING PERIODS

U.S. Department of Energy – Weatherization Assistance Program			
Contract Period: April 1 – March 31			
Report Name	Due Date(s)	Frequency	Reporting Period
Progress Report	10th	Monthly	Previous Month
OKGrants Quarterly Report	July 20th October 20th January 20th April 20th	Four times during the contract period	See Section II, Quarterly Reporting Periods
State Historic Preservation Report	September 20th May 31st	Twice during the Contract Period	April – August September - March
Closeout Certification	May 31st	Annually; 60 calendar days from end of contract	Contract Period
T/TA Final Report	May 31st or with closeout	Annually; due with closeout	Contract Period

OK Department of Human Services LIHEAP Weatherization			
Contract Period: October 1 – September 30 (<i>will be April 1 – March 31 starting calendar year 2023</i>)			
Report Name	Due Date(s)	Frequency	Reporting Period
Progress Report	10th	Monthly	Previous Month
OKGrants Quarterly Report	January 20th April 20th July 20th October 20th	Four times during the contract period	See Section II, Quarterly Reporting Periods
State Historic Preservation Report	November 30th	Annually	Contract Period
Outreach Performance Report <i>[required only if Program Outreach funds were spent]</i>	November 30 th	Annually 60 calendars days from end of contract; submitted as an upload to the OKGrants Closeout Certification page	Without Contract Period, according to ODOC approved Outreach Plan
Closeout Certification	November 30th	Annually 60 calendar days from end of contract	Contract Period

TRAINING

42. TRAINING & CONINUING EDUCATION FOR CREW

42.1 CONTRACT PART II

- 42.1.1 Subgrantees must ensure that staff and contractors are adequately trained to meet the Department of Energy's Quality Work Plan requirements as outlined in WPN 22-4 and within this Requirement. Upon notification of meetings or training sessions scheduled by ODOC, the Subgrantees shall ensure the attendance of any person performing services under this contract whose presence is requested.⁸⁴
- 42.1.2 Subrecipients must upload a Training Plan for all crew and contractors (if applicable) in OKGrants as part of their application. A final Training Report, to include a list of all training receive during the Program Year, must be submitted with contract closeout.⁸⁵

42.2. PURPOSE

- 42.2.1. ODOC has an obligation and federal mandate to ensure that all weatherization work meets DOE quality standards. DHS LIHEAP weatherization audit and work standards are the same as DOE. This includes, but is not limited to the following:
 - 42.2.1.1. Ensuring that the scope of weatherization work is determined in compliance with DOE/ODOC approved energy audit policies and procedures
 - 42.2.1.2. Ensuring all weatherization work is completed and installed according to DOE/ODOC policies and the National Resource Energy Laboratory's Standard Work Specifications
 - 42.2.1.3. Ensuring strong financial management and the cost effectiveness of all weatherization work completed with ODOC weatherization contract funds (both DOE and DHS LIHEAP).
- 42.2.2. ODOC provides funding and support for training and technical assistance activities to ensure that all weatherization work meets the high-quality standards as listed above. All training and technical assistance activities are intended to maintain or increase the efficiency, quality, and effectiveness of the WAP at all levels, including at State level. All weatherization workers that complete weatherization job tasks are required to have the knowledge, skills, and abilities to perform those tasks.

⁸⁴ Contract Part II, Section 6.H

⁸⁵ Contract Part II, Section 6.K

42.3 WAP OCCUPATIONS

42.3.1 Every Subgrantee must have at least one person that performs the job tasks for each of the four primary WAP technical occupations (Crew Leader, Retrofit Installer, Quality Control Inspector, and Energy Auditor), and one administrative WAP occupation of Program Manager. A part-time or full-time intake or administrative staff person (dedicated to WX) is strongly recommended for all successful weatherization programs.

42.3.1.1 Beginning with PY2020, the four technical occupations may be subcontracted or fulfilled by someone on staff. The Program Manager must be someone on staff. Although not currently required, every Subgrantee is encouraged to have a BPI Energy Auditor on staff (not contracted). ODOC will make this a requirement in future contract years.

42.3.1.2 A person who engages or completes WAP occupation job tasks (as defined in Terms and Definitions), must receive comprehensive and specific trainings for that WAP occupation according to the new hire dates and continuing education requirements below. **If a single person completes job tasks in more than one WAP occupation, they must be trained in EACH WAP occupation.**

42.3.1.3 For any of the four WAP occupations listed above, if weatherization staff or contractors have not been properly trained as per this requirement (including continuing education requirements), and there is no one on staff or contracted who is properly trained to supervise the employee(s) or contractor(s), the Subgrantee **must cease production immediately** and contact ODOC for guidance. Failure to do so may result in homes being determined as unallowable. The Subgrantee may be placed on a probationary period and be asked to submit a quality improvement or corrective action plan.

42.4 ALLOWABLE T/TA COSTS

42.4.1 Subgrantees are awarded a certain amount of T/TA funds to use each Plan Program Year. ODOC determines each Subgrantee's final T/TA award by the information submitted in the Training Plan that is annually required with the submission of all DOE applications.

42.4.1.1 A final training report, to reflect what training was received and when, must be submitted with contract closeout.

- 42.4.1.2 Agencies must retain documentation and justification for T/TA expenses with their files. Conference agendas or other T/TA documentation could be requested by ODOC to ensure that trainings were applicable to WAP.
- 42.4.1.3 Although a Subgrantee is required to budget the full amount of T/TA awarded initially, in the third quarter of a given contract period, if a Subgrantee believes they will not be able to spend all their T/TA training funds, they may request a budget revision through their ODOC liaison.
- 42.4.2 The following costs are considered allowable with **DOE WAP** training and technical assistance funds:
 - 42.4.2.1 Required trainings as outlined in this Requirement.
 - 42.4.2.2 Weatherization conferences in and out of state (to include registration, lodging, and per diem)
 - 42.4.2.3 OKACAA conference sessions that provide benefit to the weatherization program (e.g. ROMA)
 - 42.4.2.4 Testing for BPI Certifications
 - 42.4.2.5 Providing information concerning conservation practices to occupants of eligible dwelling units (client education).
 - 42.4.2.6 Evaluation of Program outcomes (for example, performance management training)
 - 42.4.2.7 Participation, travel, logistics of training activities and events
 - 42.4.2.8 Costs associated with training contractors that work within the weatherization program may also be charged to T&TA. However, an ODOC approved retention agreement with the contractor must be obtained in exchange for the training. The retention agreement must require that the contractor will work in the Program for at least one year or longer, although ODOC may require that additional years be added depending on the proposed training to be provided with DOE WAP funds.
 - 42.4.2.8.1 Retention agreement must include a clause that allows for early agreement termination if the contractor fails to perform according to required standards.
 - 42.4.2.9 In the event that T&TA funds are limited, the cost of training may be charged to T&TA and the employee's time for participation in the training event may be charged to labor under program operations.

- 42.4.3 Comprehensive training must be provided by an [IREC training center](#) while specific training may be provided by other non-accredited training centers. A comprehensive list of all weatherization training centers in the nation can be found [here](#).
- 42.4.4 Subgrantee's are required to share the final exam scores for all WAP staff for all comprehensive trainings. Specific training final exam scores must be provided upon ODOC request.
- 42.4.4.1 If a Subgrantee has a Weatherization staff person or contractor complete a comprehensive or specific training through OKACAA, there is no need for the Subgrantee to submit the final scores themselves. ODOC will work with OKACAA to receive notification.
- 42.4.4.2 If a Subgrantee has a Weatherization staff person or contractor complete a comprehensive or specific training through another training center, final exam scores must be provided to ODOC upon request. Scores must be submitted by email to the Subgrantee's assigned ODOC liaison. Scores must be provided on third-party documentation.
- 42.4.4.3 Subgrantees who have Weatherization staff or contractors that do not achieve a passing score (OKACAA's passing score is 80 percent, although it may vary depending on the training center) must retake the test and make a passing score within 90 days. ODOC will not pay for additional training or testing after the third test.
- 42.4.4.4 ODOC may require Subgrantees who have Weatherization staff or contractors that do not achieve a passing score on comprehensive or specific trainings to have additional monitorings or training or other requirements to ensure quality of work.

42.5 NEW HIRE TRAINING REQUIREMENTS

- 42.5.1 New weatherization employees of Subgrantees must attend weatherization training within 6 months and 12 months from their **weatherization department hire start date**.
- 42.5.2 Staff may not function unsupervised until training and certification requirements are met for the job tasks they are assigned to as part of their position or role at the agency.
- 42.5.3 A Subgrantee cannot allow a new and untrained employee to work on any homes at any point until training or certification (as per this requirement) is received, unless they are supervised at all times by someone who has proper training and certification for the job tasks the new employee is completing.
- 42.5.4 The person responsible for the final quality control inspection CANNOT be the person supervising the work on the home for the new and untrained employee.

42.5.5 If there is no one on staff qualified to supervise those job tasks (for example, if the Subgrantee has experienced high levels of turnover), then production cannot continue until staff has been properly trained, unless the Subgrantee contracts out some of the work to qualified individuals. Production and any weatherization work completed without proper training and certification as per these requirements is NOT an allowable DOE or DHS LIHEAP expense.

42.6 6 MONTHS NEW HIRE TRAINING REQUIREMENTS

42.6.1. [EPA Renovation Repair and Renovation Program](#)

42.6.2. [OSHA 10.2](#)

42.7 12 MONTHS NEW HIRE TRAINING REQUIREMENTS

42.7.1. Comprehensive training for at least one WAP occupation through an [IREC accredited program](#). If a person will be completing job tasks for more than one WAP occupation, then the individual must receive more than one comprehensive training.

42.7.2. OSHA 30 for any persons responsible for completing Crew Leader Domain III – V job tasks.⁸⁶

42.2.3. New staff have 12 months to obtain training and certification; however, they may not work unsupervised until training is received, nor can they be supervised by the person responsible for the final quality control inspection of any home.

42.8. TABLE 8: NEW HIRE TRAINING REQUIREMENTS SUMMARY TABLE

NEW HIRE TRAINING SUMMARY TABLE					
	Energy Auditor	Crew Leader	Quality Control Inspector	Retrofit Installer	Program Manager
Comprehensive Training	12 months	12 months	12 months	12 months	Any new Program Managers since April 1, 2019; New Program Managers within 30 days of new position or hire date.
EPA RRP	6 months	6 months	6 months	6 months	
OSHA 10	6 months	6 months	6 months	6 months	
OSHA 30	N/A	12 months	N/A	N/A	

42.9. PROGRAM MANAGER TRAINING

42.9.1. All new program managers, who have been hired or promoted to program manager since April 1, 2020 MUST contact ODOC through their assigned Energy Projects

⁸⁶ [Kurnik, C. & Gasperson, S. "Weatherization Crew Leader Job Task Analysis". National Energy Resource Laboratory, June 2019](#)

Specialist to request a Program Manager Training Evaluation and Training Plan within 30 days of position start date.

- 42.9.1.1. The Training Evaluation consists of a conference call or in person meeting between ODOC assigned staff, the Subgrantee Program Manager and OKACAA assigned staff to review the experience and training needs of the new Program Manager.
- 42.9.1.2. A Training Plan must be developed as a result of the Training Evaluation, signed by the new Program Manager. A Subgrantee has one (1) year (unless otherwise specified on the Training Plan) to complete the entire Training Plan. The completed and signed Training Plan must be submitted to ODOC upon completion.
- 42.9.1.3. A Subgrantee cannot self-determine sufficient training or experience in a specific area.

42.10. CONTINUING EDUCATION

42.10.1. Each WAP occupation has continuing education requirements that must be followed:

- 42.10.1.1. **Retrofit Installer-** Every 3 years an individual must attend an IREC accredited Comprehensive Retrofit Installer Training that aligns with the Retrofit Installer JTAs. The exact number of training hours may vary, if the comprehensive training is an approved IREC training program. For example, some training centers may use the badge system (reducing the number of classroom training hours), while others may not.
- 42.10.1.2. **Crew Leader-** Every 3 years an individual must attend an IREC accredited Comprehensive Crew Leader Training that aligns with the Crew Leader JTAs. The exact number of training hours may vary, if the comprehensive training is an approved IREC training program.
- 42.10.1.3. **Energy Auditor-** If an auditor has a BPI certification for Energy Auditor, the auditor only needs to obtain the BPI required 30 hours of qualified Continuing Education Units (CEUs) to recertify as a BPI Energy Auditor through an IREC accredited training center. An individual may elect to attend an IREC accredited Comprehensive Energy Auditor Training that aligns with the Energy Auditor JTAs as part of their CEU credits. If an auditor does NOT have a BPI certification, they MUST take a Comprehensive Energy Auditor Training every 3 years.

- 42.10.1.4. **Quality Control Inspector**- Every 3 years an individual must obtain 30 hours of BPI qualified Continuing Education Units (CEUs) and recertify as a BPI Quality Control Inspector through an IREC accredited training center. An individual may elect to attend an IREC accredited Comprehensive Quality Control Inspector Training as part of their CEU credits.
- 42.10.1.5. **Certified Environmental Protection Agency Renovator (Renovation, Repair and Painting Program)**- All certified renovators must receive a new certification every 5 years. Oklahoma is one of the few states that operates its own EPA RRP program through the Oklahoma Department of Environmental Quality. Certification as a renovator in other states does not meet Oklahoma EPA RRP requirements.
- 42.10.1.6. **NEAT/MHEA Training**- Energy Auditors, Quality Control Inspectors, and anyone responsible for inputting data into the NEAT/MHEA program and interpreting the results (which must be a trained Energy Auditor), will be required to have a NEAT/MHEA refresher training every 2 years, or the equivalent of 20 hours of classroom or field training (taken over the period of 2 years) unless otherwise requested or approved by ODOC. Classroom or field training must be provided by a weatherization training center (does not have to be IREC accredited), or a weatherization training contractor/instructor.
- 42.10.1.7. **Health and Safety Training**- Other required Health and Safety Training (including ASHRAE) is part of Comprehensive training, unless otherwise required by ODOC.
- 42.10.1.7.1. See Health & Safety, Requirement 35, for additional guidance on lead training.
- 42.10.1.7.2. See Health & Safety Requirement 35, for additional guidance on asbestos training.
- 42.10.1.7.3. See Health & Safety Requirement 35, for additional guidance on HVAC training.

42.11. TABLE 9: CONTINUING EDUCATION SUMMARY TABLE

CONTINUING EDUCATION SUMMARY TABLE				
	Energy Auditor	Crew Leader	Quality Control Inspector	Retrofit Installer
Comprehensive Training	3 years	3 years	Obtain 30 hours of BPI approved CEUs and pass BPI certification, which can include comprehensive training.	3 years
EPA RRP	5 years	5 years	5 years	5 years
NEAT/MHEA	2 years	N/A	N/A	N/A

43. TRAINING FOR CONTRACTORS

43.1 CONTRACT PART II

- 43.1.1 Subrecipients must ensure that all staff and contractors are adequately trained to meet DOE's Quality Work Plan requirements as outlined in [Weatherization Program Notice 22-4](#) and ODOC's most current Weatherization Contractor Implementation Manual. Training will be verified and monitored by ODOC as needed.⁸⁷
- 43.1.2 Subrecipients must upload a Training Plan for all crew and contractors (if applicable) in OKGrants as part of their application. A final Training Report, to include a list of all training receive during the Program Year, must be submitted with contract closeout.⁸⁸
- 43.1.3 The Subrecipient must meet DOE standards in regard to quality of work in all weatherization installations, as outlined in [Weatherization Program Notice 22-4, Section 2](#). In addition, Contractors are required to include this language in all Agreements, MOUs, or contracts with weatherization vendors or subcontractors. The vendor and/or subcontractor will be required to provide a signature on the contract documents with the Subrecipient to verify the expectations for quality of work are understood.⁸⁹

43.2 PURPOSE

43.2.1 PLACEHOLDER

43.3 TRAINING REQUIREMENTS

- 43.3.1 Subgrantees who contract out some or all their weatherization work must ensure that the contractor(s) have required certifications and receive continuing education to maintain their knowledge and skills. Subgrantees that contract with another community action agency to complete their weatherization work should also ensure that their contractor has the required trainings and that they adhere to this Requirement.

43.4 RETENTION AGREEMENT

- 43.4.1 Costs associated with training contractors that work within the weatherization program may also be charged to T&TA. However, an ODOC approved retention agreement with the contractor must be obtained in exchange for the training. The retention agreement must require that the contractor will work in the Program for at least one year or longer, although ODOC may require

⁸⁷ Contract Part II, Section 6.H.

⁸⁸ Contract Part II, Section 6.K.

⁸⁹ Contract Part II, Section 6.M.

that additional years be added depending on the proposed training to be provided with DOE WAP funds.

43.4.2 Retention agreement must include a clause that allows for early agreement termination if the contractor fails to perform according to required standards.

44. ODOC TRAINING & TECHNICAL ASSISTANCE

44.1 CONTRACT PART II

44.1.1 PLACEHOLDER

44.2 PURPOSE

44.2.1 PLACEHOLDER

44.3 REQUIREMENTS

44.3.1 PLACEHOLDER

MONITORING

45. ODOC MONITORING: TECHNICAL & QUALITY ASSURANCE

45.1 CONTRACT PART II

45.1.1. ODOC will perform monitoring and evaluation activities to assess the Subgrantee Recipient's financial and programmatic compliance and progress.⁹⁰

45.2 PURPOSE

45.2.1 In accordance with [10 CFR 440](#), the Grantee has the responsibility to perform monitoring and oversight of the program implementation and work performed by all its Subgrantees. Grantees must include a description of their monitoring plan and other required processes (e.g. monitoring schedule, number of units to be monitored, etc.) within their [State Plan Master File](#) to ensure their Subgrantees' quality of work and that adequate financial management controls are sufficient to meet DOE and Grantee requirements.

45.2.2 This Requirement provides ODOC, Subgrantees, and State Tech(s), both on staff and contracted, guidance and requirements for completing and complying with the Quality Assurance Inspection Process. Subgrantees who have any questions related to the Quality Assurance Monitoring process should contact ODOC.

45.3 QUALITY ASSURNACE MONITORING

45.2.1. The Department of Energy (DOE) requires that Quality Control Inspectors (QCIs) working for the WAP possess the knowledge, skills, and abilities in the National Renewable Energy Laboratory (NREL) Job Task Analysis for Quality Control Inspectors. This requirement applies to state technical monitoring staff.

45.2.2. In order to ensure that the weatherization work completed in Oklahoma complies with Standard Work Specifications (SWS), DOE and ODOC requirements, DOE requires that ODOC perform QA Inspections on a percentage of a Subgrantee's completed units. This percentage is determined by the following two situations:

45.2.2.1. If Subgrantee's local QCI only completes the final inspection of units, ODOC must perform a QA Inspection on at least 5% of completed homes for the program year.

⁹⁰ Contract Part II, 3.B.

- 45.2.2.2. If a Subgrantee's local QCI ever completes both the energy audit and final inspection, then ODOC must perform a QA Inspection on at least 10% of completed homes for the program year.
- 45.2.2.3. Resources permitting, ODOC anticipates conducting a QA Inspection on a minimum of two (2) homes for each Subgrantee, per weatherization contract, even if that number exceeds the 5 or 10 percent. ODOC may also require a Subgrantee to receive more QA Inspections than DOE required, if ODOC is concerned about Subgrantee performance. This maybe determined based on the risk assessment score.
- 45.2.3. ODOC will perform QA inspections of weatherized, completed units funded with Oklahoma Department of Human Services Low-Income Home Energy Assistance Program funds (OKDHS LIHEAP) as funding permits.
- 45.2.4. Subgrantees are required to report completed weatherized units via an OKGrants monthly progress report by the required 10th of each month. This progress report must include a listing of all job numbers of completed homes in the comments section, as per the standardized job format.
- 45.2.5. Monthly, a WX Planner or State Tech will evaluate the need for additional QA Inspections. The WX Planner or State Tech will use the information from Subgrantees' approved monthly progress reports, to determine when a QA Inspection is needed.
- 45.2.6. The State Tech will be provided/determine the name of the Subgrantee and job number(s) needing an inspection.
- 45.2.7. The State Tech is responsible for providing an available date(s), in which he/she is available to complete the QA Inspection(s) and working to schedule those dates with a Subgrantee.
- 45.2.8. Once the State Tech has confirmed the QA Inspection date, the State Tech is responsible for initiating the OKGrants QA Monitoring Process.
- 45.2.9. Subgrantees are required to complete their action steps of the QA Inspection and monitoring process in OKGrants.
- 45.2.10. Subgrantees must respond to QA scheduling requests within two (2) business days.
- 45.2.11. State Tech(s) are required to complete their action steps of the QA Inspection and Monitoring process in OKGrants.

- 45.2.12. Subgrantee must upload the following final client file documents, in separate PDF files, on the appropriate line in OKGrants, at least 10 business days prior to the QA Inspection date, unless otherwise requested by ODOC.
- 45.2.12.1. .wdz file (may need to be zipped before uploading)
 - 45.2.12.2. Original NEAT or MHEA Audit Report
 - 45.2.12.3. NEAT or MHEA Input (should have the same run date as Audit Report)
 - 45.2.12.4. [Form 44 Quality Control Report](#)
 - 45.2.12.5. [Form 28 \(A or B\) Data Collection Form & \(all Notes & Drawings\)](#)
 - 45.2.12.6. ASHRAE Pre and Post Forms
 - 45.2.12.7. [Building Weatherization Report \(BWR\)](#)
 - 45.2.12.8. [Form 45 Energy Audit Checklist](#)
 - 45.2.12.9. Target Blower Door Spreadsheet
 - 45.2.12.10. Income Documentation
 - 45.2.12.11. [Client Application](#)
 - 45.2.12.12. Work Order (including any change orders)
 - 45.2.12.13. [Form 46 Insulation Summary Sheet](#) (if applicable)
- 45.2.13. State Techs are responsible for following up with Subgrantees on client file paperwork submission prior to the QA Inspection. It should be noted, and may be considered a finding, in the final QA monitoring report if paperwork was late, incomplete, or missing information without prior approval from ODOC or the ODOC State Tech.
- 45.2.14. State Techs will conduct all QA Inspections in accordance with the [National Resource Energy Laboratory's Job Task Analysis for Quality Control Inspector](#), [DOE Weatherization Program Notice 22-4](#), the [Weatherization Operations Manual](#), and current ODOC DOE approved [Weatherization Field Guides](#), unless otherwise approved by ODOC.
- 45.2.15. ODOC will ensure that each state technical monitor (or Energy Efficiency Quality Assurance Specialist or State Tech), whether on staff or contracted, is a [Building Performance Institute Quality Control Inspector](#) (BPI QCI).
- 45.2.16. State Techs will complete the QA sections of [Form 28 A](#) or [Form 28 B](#) and [Form 45](#) (unless otherwise approved by DOE/ODOC) upon QA Inspection completion.
- 45.2.17. Contracted State Techs will upload a written QA monitoring report and completed Form 28 into OKGrants within 15 days of QA Inspection completion.

- 45.2.18. ODOC will provide, unless there are extenuating circumstances, a QA Monitoring Report to the Subgrantee within 30 calendar days from QA Inspection completion. The report will be sent via OKGrants.
- 45.2.19. State Techs are responsible for reviewing all Subgrantee submitted corrective actions and providing written follow up monitoring response letters, until the unit meets all DOE and ODOC standards of work.
- 45.2.20. State Techs will upload a completed and signed [Form 44](#) once the weatherized unit meets all DOE/ODOC requirements. This might be at the time of QA initial report (if no problems found), or after review and approval of all Subgrantee corrective action, at the time of the final follow-up report submission.
- 45.2.21. Subgrantees must upload a written monitoring response letter, within OKGrants, in response to any problems found, by the requested due date in the QA monitoring report. If no corrective action or problems are identified, no response is necessary.
- 45.2.21.1. Monitoring response letters must be on Subgrantee letterhead and must include an Executive Director or Board Chair signature.
- 45.2.21.2. Only an Executive Director or Board Chair (who should have an Authorized Official OKGrants login), is authorized to submit a monitoring response on behalf of their Subgrantee in OKGrants.
- 45.2.21.3. A Subgrantee must ALWAYS submit a written monitoring response letter within OKGrants within the requested timeframe. However, if for any reason, additional time is needed to complete a corrective action or the Subgrantee wishes to dispute any problems, this may be presented for ODOC consideration in the response letter.
- 45.2.22. Subgrantees are responsible for submitting any required corrective action to any monitoring findings on or before the due date in the QA monitoring report, unless otherwise authorized by ODOC.
- 45.2.22.1. Any attachments (for example, pictures of corrective action completed, revised forms, etc.) must be uploaded separately, NOT in the same file as the response letter. Careful attention must be paid to the document name and descriptor on the Uploads page in OKGrants.
- 45.2.22.2. Any attachments must be labeled as to which problem they are associated with in the monitoring report.

45.2.22.3. Subgrantee must use discretionary funds to complete any monitoring corrective actions on a home.

45.2.23. Subgrantees that are late in submitting a written QA monitoring response letter or corrective action without ODOC written approval, could be given additional monitoring findings and/or corrective action for failure to respond in a timely manner.

45.2.24. Subgrantees that are not responsive or timely in submitting required monthly progress reports, confirming QA dates, providing any client file paperwork requested by the deadline given, uploading and submitting corrective action, and/or responding to QA monitoring reports by the deadline may be placed on a probationary period or other corrective action as per the Productivity Policy in Contract Part II, Section 4.F.

45.2.24.1. Subgrantees must ensure that the local QCI, who completed the final inspection, accompanies the State Tech during the QA inspection, unless special permission for other arrangements has been granted by ODOC in writing.

45.4 VIRTUAL QUALITY ASSURANCE MONITORING

45.4.1. ODOC is not currently approved to conduct virtual quality assurance monitoring. This policy will be updated in the event ODOC is approved to do so.

45.5 ENERGY AUDIT DESKTOP REVIEWS

45.2.1. PLACEHOLDER

45.6 CLIENT FILE DESKTOP REVIEWS

45.6.1 PLACEHOLDER

46. ODOC MONITORING: ADMINISTRATIVE, PROGRAMMATIC, & FISCAL

46.1 CONTRACT PART II

46.1.1. ODOC will perform monitoring and evaluation activities to assess the Subrecipient's financial and programmatic compliance and progress.⁹¹

46.1.2. The Subrecipient may appeal any ODOC monitoring finding or ODOC decision by following procedures outlined in [Oklahoma Administrative Code, Title 150, Chapter 1, subchapter 11](#).⁹²

46.2 PURPOSE

46.2.1 PLACEHOLDER

46.3 TYPES OF MONITORING

46.2.1. Desktop Review

46.2.1.1. PLACEHOLDER

46.2.2. Monitoring Site Visits

46.2.2.1. PLACEHOLDER

46.2.3. Virtual Monitorings

46.2.3.1. PLACEHOLDER

⁹¹ Contract Part II, Section 3.B.

⁹² Contract Part II, Section 22.C.

PROBATIONARY, TERMINATION & APPEALS SECTION

47. PROBATIONARY PERIOD

47.1 CONTRACT PART II

47.1.1. Subrecipient performance shall be evaluated by the following: ⁹³

47.1.1.1. Productivity will be monitored monthly and on a quarterly basis (Program Narrative and Quarterly Report).

47.1.1.1.1. In any given month evaluation of desk monitoring activities, which includes the review and expenditure reports and program narratives, ODOC may implement corrective action or require training and technical assistance of the subrecipient. Corrective action will be initiated by a Subrecipient missing the approved Production Schedule and Management Plan.

47.1.1.1.2. If in 30 days, the Subrecipient has not accomplished the recommended plan of action, ODOC will recommend a probationary period.

47.1.2. Probationary Period ⁹⁴

47.1.2.1. During the probationary period (length to be determined by ODOC and dependent upon need), the Subrecipient must submit in writing to ODOC the following:

47.1.2.1.1. What the problem(s) continue to be?

47.1.2.1.2. What has been done to correct the problem(s)?

47.1.2.1.3. The number of units completed to date, and the number remaining to be completed.

47.1.2.1.4. Description of the Subrecipient's plan of action to correct the problems, including a timeline for each activity.

47.1.2.1.5. A list of identified training and/or technical assistance needs.

47.1.2.1.6. A revised management plan and/or budget (if required).

⁹³ Contract Part II, Section 4.F.1.a-b.

⁹⁴ Contract Part II, Section 4.F.2.

- 47.1.2.2. At the end of probation, if all corrective actions have been accomplished and the production schedule is being met, no further action will be required. ODOC will continue to evaluate through the desk monitoring process.
- 47.1.2.3. If at the end of probation, more corrective actions are needed, ODOC could decide to de-obligate funding and at ODOC's discretion redistribute that money among other subrecipients.

48. SUBGRANTEE TERMINATION

48.1 CONTRACT PART II

- 48.1.1 This contract may be terminated or suspended in whole or in part at any time by written agreement by the contracting parties.⁹⁵
- 48.1.2 This contract may be terminated or suspended by ODOC, in whole or in part, for cause, after notice and an opportunity for Subrecipient to present reasons why such action should not be taken. Procedures for such a process shall be in accordance with the General Rules of Practice and Procedure of ODOC. Grounds constituting cause include but are not limited to:
- 48.1.2.1 Failure by Subrecipient to comply with provisions of this contract or with any applicable laws, regulations, guidelines, or procedures, including ODOC policies and issuances, or undue dilatoriness in executing its commitments under this contract.
- 48.1.2.2 Purposes for the funds have not been or will not be fulfilled or would be illegal to carry out.
- 48.1.2.3 Submission by Subrecipient of incorrect or incomplete documentation pertaining to this contract.
- 48.1.2.4 Undue dilatoriness by Subrecipient in executing its commitments under a prior contract with ODOC, including, but not limited to submission of any audits due, resolution of audit findings and monitoring results.⁹⁶
- 48.1.3 If this contract is terminated or suspended, the Subrecipient shall be entitled to payment and/or reimbursement for otherwise valid and allowable obligations and reasonable and necessary expenses incurred in good faith prior to notice of such termination or suspension.⁹⁷
- 48.1.4 The Subrecipient shall not be relieved of liability to ODOC for damages sustained by ODOC by virtue of any breach of this contract by the Subrecipient. ODOC may withhold payments due under this contract pending resolution of the damages.⁹⁸

48.2 PURPOSE

48.2.1 PLACEHOLDER

⁹⁵ Contract Part II, 23.A.

⁹⁶ Contract Part II, 23.B.

⁹⁷ Contract Part II, 23.C.

⁹⁸ Contract Part II, 23.D.

48.3 PROCEDURES

48.3.1 The process for discipline and/or removal of a Subgrantee from the weatherization program (both DOE WAP and DHS LIHEAP) is as follows:⁹⁹

48.3.1.1 The Subgrantee has 30 days to respond to all monitoring findings through corrective action. Monitoring reports remain open and unresolved until all corrective action implementation has been verified. If a Subgrantee fails to respond to an ODOC monitoring finding of any kind or refuses to implement some or all corrective action required within the allowed timeframe, ODOC will provide one written reminder to the Subgrantee detailing the outstanding response that is needed to close the monitoring. If the Subgrantee again does not respond or corrective action is not satisfactorily implemented within the given timeframe, ODOC will take the following action:

48.3.1.1.1 Place the Subgrantee on 60-day probationary period and withhold any further disbursement of funds. Send final notice to the Subgrantee's Board President and Executive Director explaining that if corrective action is not implemented within the 60-day probationary period, ODOC will terminate the Subgrantee's current weatherization contract and all subsequent ODOC weatherization contracts for a period of at least 2 years. This termination may also include repayment of any weatherization costs that were not satisfactorily resolved.

48.3.1.1.1.1 This final notice will also remind the Subgrantee of their rights and ensure they are aware of their contractual right to dispute any grievances through a state administrative procedure.

48.3.1.1.1.2 When the program is open for bid in the future, the Subgrantee may submit a bid to provide services again.

⁹⁹ Has been in the State Plan Master File for several years. No changes have been made to the policy.

48.3.1.1.2 Should the Subgrantee resolve the monitoring findings within the probationary period, ODOC will remove the probationary status, but the Subgrantee will remain a high-risk Subgrantee and be placed on reimbursement only for at least one program year. All high-risk agencies automatically have additional oversight and monitoring.

48.3.1.1.3 If a Subgrantee fails to resolve the monitoring findings, ODOC will send notice of program termination to the Subgrantee's Board President and Executive Director.

48.3.1.2 In the event that a Subgrantee has repeat monitoring findings two years in a row, even if monitoring findings are resolved satisfactorily within the allowed timeframe, ODOC will take the following additional action.

48.3.1.2.1 Notify the Subgrantee that they have been placed on a reimbursement only status as part of monitoring corrective action effective for one year starting 30 days from their monitoring report date.

48.3.1.2.1.1 The Subgrantee's reimbursement only status will remain until the next monitoring reflects no repeat findings.

48.3.1.2.1.2 Should the repeat findings be found again a third time, ODOC will convene an internal ODOC review committee and consider program termination following Steps 2 – 3 below.

48.3.1.2.2 If the repeat monitoring findings involve questioned or disallowed costs, the Subgrantee will be notified that they are being placed on a probationary period for the remainder of any current contracts, in addition to being placed on a reimbursement only status. The Subgrantee will be asked to submit a letter explaining why they had repeat monitoring findings, what is being done to correct the issue so that it does not occur again, and why they should continue to operate the program.

48.3.1.2.3 After receipt of the Subgrantee letter, ODOC will convene an internal review committee to review the nature of the monitoring findings and the Subgrantee's letter to determine whether program termination is necessary due to continued poor performance.

49. SUBGRANTEE APPEALS

49.1 CONTRACT PART II

49.1.1. The Subgrantee Recipient may appeal any ODOC monitoring finding or ODOC decision by following procedures outlined in Oklahoma Administrative Code, Title 150, Chapter 1, subchapter 11.¹⁰⁰

49.2 PURPOSE

49.2.1 PLACEHOLDER

49.3 PROCEDURES

49.3.1 PLACEHOLDER

¹⁰⁰ Contract Part II, Section 22.C.

50. DHS/LIHEAP WEATHERIZATION PROCEDURES

50.1. CONTRACT PART II

- 50.1.1 All activities under this contract must be performed in accordance with the Subgrantee Recipient's Weatherization Management Plan and Budget as approved by ODOC.¹⁰¹
- 50.1.2 Subrecipients shall submit a Monthly Expenditure Report by twentieth (20th) and a Weatherization Program Narrative by the tenth (10th) of each month.¹⁰²
- 50.1.3 Subrecipients shall submit a Quarterly Progress Report, in OKGrants, on a quarterly basis, on the following dates, for the indicated reporting period:
 - 50.1.3.1 First Quarter (April – June) due July 20
 - 50.1.3.2 Second Quarter (July – September) due October 20
 - 50.1.3.3 Third Quarter (October – December) due January 20
 - 50.1.3.4 Fourth Quarter (January – March) due April 20¹⁰³
- 50.1.4 Subrecipients shall track required data metrics on all homes weatherized aged 45 years or older. This data shall be submitted to ODOC twice a year, by September 20th and with the contract closeout, or as requested by ODOC.
- 50.1.5 The Subrecipient shall furnish ODOC with other reports related to this contract in the forms and at such times as may be required by ODOC.¹⁰⁴

50.2. PURPOSE

- 50.2.1. Unless noted in Requirement 50, the Department of Human Services Low Income Home Energy Assistance Program (DHS/LIHEAP) program requirements are the same as DOE program requirements. In other words, both programs have the same general Weatherization Assistance Program requirements that are found in Requirements 1-49. The purpose of this requirement is to list those DHS LIHEAP requirements that differ from DOE requirements and require different Subgrantee procedures.

50.3. ELIGIBILITY REQUIREMENTS

- 50.3.1 Any household certified by DHS to be eligible for assistance with LIHEAP funds is automatically eligible for Weatherization services. Subgrantee must use the most currently available LIHEAP list

¹⁰¹ Contract Part II, 4.G.

¹⁰² Contract Part II 10

¹⁰³ Contract Part II, 9.D-E.

¹⁰⁴ Contract Part II, 9.J.

provided by DHS LIHEAP to find eligible households. However, it is often the case that no eligible households can be found using the LIHEAP list. In this event, the Subgrantee has two options:

50.3.2 Contact the Subgrantee 's local DHS office for updated LIHEAP client contact information and certification. If the Subgrantee is not able to get a response from the local DHS office, the main DHS office may be contacted using the following email address: okenergyassistance@okdhs.org. The WX Planner must be copied on all emails.

50.3.3 Instead of option 50.3.1. above, if the LIHEAP list for any particular county has been exhausted, the Subgrantee may choose instead to **self-certify** a client by determining a household's eligibility for LIHEAP-funded weatherization assistance using the eligibility criteria of 200% of the [Federal Income Poverty Guidelines](#) (the same as current DOE WAP income eligibility criteria) provided:

50.3.3.1 Such households are owner-occupied, or renter occupied as long as the unit complies with Section II.C for rental units. Priority must be given to households who are owner-occupied. Renter – occupied units are qualified if no owner-occupied are available for a specific county.

50.3.3.2 Priority is given to households in which one of the following individuals resides in the home:

50.3.3.2.1 Blind

50.3.3.2.2 Elderly (60 years or older)

50.3.3.2.3 Disabled

50.3.3.2.4 Child (5 years or younger)

50.3.3.2.5 Such determination entitles the household to weatherization assistance only; and

50.3.3.2.6 That the Subgrantee assumes total responsibility, including financial responsibility, in all such cases where weatherization services are provided in the event of error.

50.3.4 OKDHS LIHEAP certification numbers must be included on the ODOC Building Weatherization Report (BWR) [\[Form 27\]](#). If the client is self-certified, the Subgrantee must list “self-certified” in lieu of the LIHEAP number.

50.4. AVERAGE COST PER UNIT

50.4.1 DHS LIHEAP Subgrantee program costs cannot average more than \$9,500 per unit. The total allowable costs shall consist of Program Support Costs (total labor, transportation, tools and equipment and storage) and Materials (including incidental repair materials).

50.5. PROGRAM OUTREACH

- 50.5.1 ODOC, OKDHS and Subgrantees of DHS LIHEAP Weatherization funds have a shared responsibility and obligation to make every effort possible to ensure that all qualified Oklahomans are provided equal opportunity to apply for the DHS LIHEAP Weatherization program. In order to accomplish this, Subgrantees, along with the support and partnership of ODOC and OKDHS, must be proactive and diligent in engaging in community outreach efforts, within all assigned weatherization service counties, to inform the public of the program's existence and application process.
- 50.5.2 Subgrantees may use DHS LIHEAP Program Outreach funds, to support their community outreach efforts, for the following allowable expenses:
 - 50.5.2.1 Designing and Printing Weatherization Brochures, Pamphlets, and Posters
 - 50.5.2.2 Advertising costs associated with posting a Weatherization ad in newspapers, social media, magazines, radio, or television
 - 50.5.2.3 Designing and Printing Yard Signs
 - 50.5.2.4 Yard signs are to be used only by the Subgrantee during weatherization work. Yard signs must not be left at a client home.
 - 50.5.2.5 The following costs are NOT allowable
 - 50.5.2.6 Pens
 - 50.5.2.7 Promotional Items
 - 50.5.2.8 Mileage or Travel Costs
 - 50.5.2.9 Salary
 - 50.5.2.10 Any costs not explicitly listed under Section III Program Outreach, B, without ODOC written approval.
- 50.5.3 Subgrantees may not incur expenses that exceed the Program Outreach fund awarded.
- 50.5.4 Subgrantees must have an ODOC approved Outreach Plan before spending Program Outreach funds.
- 50.5.5 Subgrantees must submit an Outreach Performance Report at closeout, to report on their Outreach Plan results.

50.6. DHS LIHEAP SPECIFIC REPORTING

50.6.1. REFERRALS

50.6.1.1. Subgrantees weatherizing homes using DHS LIHEAP funds must keep track of how a client was referred to them in the OKGrants quarterly report. This includes, but is not limited to, the following:

50.6.1.2. Clients that are on the DHS provided LIHEAP list and are:

50.6.1.2.1. Referred by DHS

50.6.1.2.2. Tracked by the Subgrantee using the LIHEAP list

50.6.1.2.3. Found by Subgrantee through marketing/outreach methods/word of mouth

50.6.1.3. Clients not on the DHS provided LIHEAP list and are:

50.6.1.3.1. Referred by DHS

50.6.1.3.2. Found by Subgrantee through marketing/outreach methods/word of mouth

50.6.2. DEFERRALS

50.6.2.1. The Subgrantee is required to track the following data on both denials and deferrals for DHS in OKGrants.

50.6.2.1.1. Applicants that did not meet income eligibility requirements.

50.6.2.1.2. Applicants or clients whose homes are not safe to weatherize, and corrections to make the home safe were outside the scope of Requirement 35.

50.6.2.1.3. Applicants or clients whose homes need repair work beyond the scope of the program.

50.6.2.1.4. Applicants or clients whose homes needed more health and safety work done than the Subgrantee budget allowed.

50.6.2.1.5. Any other reason a home is deferred, or an applicant was found to be ineligible.

50.7. SPECIAL ELIGIBLE MEASURES FOR DHS LIHEAP **ONLY**

50.7.1. Attic Ventilation/Roof Ventilation

50.7.1.1. Attic ventilation/roof ventilation is currently allowable with DOE funds, but only with H&S funds in certain scenarios, or as an incidental repair to attic energy measures. In the event that roof venting is not specifically called for

as part of ODOC's approved energy audit procedures, (see [ODOC WPN 20-4](#)), or it is cost prohibitive with DOE funds, attic ventilation/roof ventilation may be installed at the Subgrantee's discretion with LIHEAP weatherization funds provided the home and installation meets the following eligibility criteria:

- 50.7.1.1.1. The roof venting/attic ventilation installation cost does not exceed \$1,000.
- 50.7.1.1.2. The installed attic venting must meet [2018 IRC Code Chapter 8 Section R8067](#).
- 50.7.1.1.3. Passive vents, ridge vents, soffit vents are all allowable.
- 50.7.1.1.4. Turbine vents are also allowable but must receive ODOC written approval from the Energy Efficiency Quality Assurance Specialist. A request may be sent via email. Any approvals must be kept in the client file.
- 50.7.1.1.5. The attic ventilation/roof ventilation must be documented in the client file according to the following requirements:
- 50.7.1.1.6. The attic ventilation/roof ventilation is input into NEAT/MHEA as an itemized cost/incidental repairs and expensed under the Materials budget line item.
- 50.7.1.1.7. Before and after pictures are taken
- 50.7.1.1.8. Attic sizing, size and type of vents, net-free air value of vents, and the calculation for determination of how much ventilation is needed must be documented on [Form 28](#) in the comments.

50.7.2. Oven/Cookstove

- 50.7.2.1. During the course of an Energy Audit (see [ODOC WPN 20-4](#)), if an oven/cookstove tune and repair fails to resolve the CO health and safety issue, the Subgrantee may elect to replace the oven/cookstove instead of deferring the home. This option only applies to a gas oven/cookstove. Electric oven/cookstove replacement is not allowable. The home and gas oven/cookstove replacement must meet the following eligibility criteria:
- 50.7.2.2. The unsafe appliance must be removed from the client's home by the Subgrantee or a Contractor and disposed of following Requirement 35.

- 50.7.2.3. A range hood, or spot ventilation, must also be installed along with the oven/cookstove, if not already present.
- 50.7.2.4. The range hood/spot ventilation must meet [ASHRAE 62.2 2016 and OK 2018 IRC Chapter 19 Section M1901](#) Residential Code standards:
 - 50.7.2.4.1. It must be vented to the outside of the home.
 - 50.7.2.4.2. It must be set to 100 cfm minimum intermittent or a continuous rate at a determined CFM (per ASHRAE).
 - 50.7.2.4.3. Fan ducting must be insulated to R-8.
 - 50.7.2.4.4. The gas oven/cookstove replacement and installation cost may not exceed \$1,000 without
 - 50.7.2.4.5. ODOC prior written approval.
 - 50.7.2.4.6. A licensed plumber may be needed in some situations (such as resolving a gas line shut-off valve) which may result in a higher cost. A Subgrantee may submit a written request to ODOC to exceed the \$1,000 project cost threshold if needed. This request must be submitted via email to the Energy Efficiency Quality Assurance Specialist for approval. A copy of the written approval must be kept in the client file.
 - 50.7.2.4.7. The oven/cookstove replacement must be documented in the client file according to the following requirements:
 - 50.7.2.4.7.1. The gas oven/cookstove replacement is documented within NEAT/MHEA as an itemized Health and Safety cost. The replacement must be listed appropriately on [Form 28](#) and [Form 44](#).
 - 50.7.2.4.7.2. Pictures of the following are taken:
 - 50.7.2.4.7.2.1. Before and After replacement
 - 50.7.2.4.7.2.2. Any issues
 - 50.7.2.4.7.2.3. CO readings (or printouts in lieu of pictures),
 - 50.7.2.4.7.2.4. Full area where stove/oven is located.

50.8. DHS LIHEAP RE-WEATHERIZATION

- 50.8.1. If a DOE or DHS unit was weatherized prior to January 1, 2010, the unit can be re-weatherized using DHS LIHEAP funds ONLY.
- 50.8.2. If re-weatherization occurs, an Subgrantee must report this in the applicable quarterly report and upload Form 2, the [Re-Weatherization Report](#) with the quarterly report.

50.9. TRAINING & TECHNICAL ASSISTANCE

- 50.9.1. The Subgrantee may spend up to their awarded Training and Technical Assistance funds. Only the following costs are considered allowable with DHS LIHEAP Training and Technical Assistance funds:
 - 50.9.1.1. Registration, mileage, and other travel costs (approved Federal/State rates only) for any weatherization conferences or trainings in or out of state. Trainings must meet the definitions of Comprehensive or Specific.
 - 50.9.1.2. Testing costs for BPI Certifications; travel costs to the training center.
 - 50.9.1.3. Travel costs to OWHAC meetings.
 - 50.9.1.4. Salary is NOT an allowable DHS LIHEAP training and technical assistance cost.

ATTACHMENTS

PLACEHOLDER

RESOURCES

21. PRESERVING HISTORIC PROPERTIES

- 21.1. [Oklahoma State Historic Preservation Office Forms](#)
- 21.2. [Oklahoma State Historic Preservation Office Fact Sheets](#)
- 21.3. [Secretary of the Interior's Standards for the Treatment of Historic Properties](#)
- 21.4. [Preservation](#)
- 21.5. [Rehabilitation](#)
- 21.6. [Restoration](#)
- 21.7. [Reconstruction](#)

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