

APPENDIX B

**One-Stop-Shop Pilot Project
Draft Sample Grant Agreement
For Fiscal Year 2017-18**



GRANT PROVISIONS

A. The parties agree to comply with the requirements and conditions contained herein, as well as all commitments identified in the Fiscal Year (FY) 2017-18 Grant Solicitation for the One-Stop-Shop Pilot Project and Grantee Application Package.

B. Where applicable, the Grantee agrees to acknowledge the California Climate Investments program and California Air Resources Board (CARB) as a funding source for the One-Stop-Shop Pilot Project. Below are specific requirements for acknowledgement.

1. Grantee agrees to acknowledge the California Climate Investments program from CARB's Low Carbon Transportation program whenever projects funded, in whole or in part by this Agreement, are publicized in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material. The acknowledgement must read as follows: 'This publication (or project) was supported by the "California Climate Investments" (CCI) program. Guidelines for the usage of the CCI logo can be found at www.arb.ca.gov/ccifundingguidelines.

The California Climate Investments logo and name serves to bring under a single brand the many investments whose funding comes from the Greenhouse Gas Emission Reduction Fund (GGRF). The logo represents a consolidated and coordinated initiative by the State to address climate change by reducing greenhouse gases, while also investing in disadvantaged communities and achieving many other co-benefits.



Grantee agrees to acknowledge the California Air Resources Board (hereinafter referred to as CARB or the Board) as a funding source for the One-Stop-Shop Pilot Project when publicized in any news media, websites, applications, brochures, publications, audiovisuals, or other types of promotional material. The grantee agrees to adhere to the Board's logo usage requirements in a manner directed by CARB. CARB logos shall be provided to the Grantee by CARB staff.



The CARB logo is a visual representation of our air environment. The arcs represent; the different elements that make up air we breathe, the protection of our atmosphere and the efforts we take to protect the health of Californians, the collaboration of multiple stakeholders all moving in the same direction together, and innovation with the arcs all growing and changing.

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C. GRANT SUMMARY AND AMENDMENTS (if applicable)

Project Title: One-Stop-Shop Pilot Project

Authorized Official:

Title:

Total Grant Amount:

Total Match:

D. GRANT PARTIES AND CONTACT INFORMATION

1. This Grant is from the California Air Resources Board to the _____ (hereinafter referred to as Grantee).
2. The CARB Project Liaison is Graciela Garcia. Correspondence regarding this project shall be directed to:

Graciela Garcia
California Air Resources Board
Mobile Source Control Division
Post Office Box 2815
Sacramento, California 95812
Phone: (916) 323-2781
Email: Graciela.Garcia@arb.ca.gov

3. The Grantee Liaison is _____. Correspondence regarding this project shall be directed to:
Grantee Liaison Name
Title
Address
Phone
Email

E. TIME PERIOD

1. Performance of work or other expenses billable to CARB under this Grant may commence after full execution of this Grant by parties. Performance on this Grant ends once the Grantee has submitted the final report or if this Grant is terminated, whichever is earlier.
2. Upon completion of the project, the Grantee shall submit a draft final report to the CARB Project Liaison no later than **May 15, 2020** (see Section J, Reporting, of this grant agreement).
3. Final request for payment and Final Report shall be received by CARB no later than **May 31, 2020** (see Sections H and J[2] of this grant agreement).
4. The CARB Executive Officer retains the authority to terminate or reduce the dollar amount of this Grant if by **January 1, 2020**, 60 percent of project funding has not been expended by the Grantee. In the event of such termination, Section H(5) of these provisions shall apply.

F. GRANT AGREEMENT FOR FY 2017-18

1. CARB, in its sole discretion, is exercising the option to award a new grant agreement for one year, as specified in Grant Number _____. The Grantee understands and agrees that there is no guarantee that the FY 2018-19 grant agreement will be awarded.

G. DUTIES AND REQUIREMENTS

This section defines the respective duties and requirements of CARB and the Grantee in implementing One-Stop-Shop Pilot Project.

1. California Air Resources Board

CARB is responsible for the following:

- a. Throughout the grant term and in consultation with the Grantee, develop, finalize, and update the One-Stop-Shop application for low-income consumers to qualify for and access CARB's Low Carbon Transportation Equity Projects.
- b. Reviewing and approving project elements provided by the Grantee including, but not limited to, application and platform recommendations, income verification procedures, and progress reports.
- c. Throughout the grant term and in consultation with the Grantee, develop, finalize, and update a cohesive set of consumer terms and conditions for the One-Stop-Shop application.

- d. Throughout the grant term and in consultation with the Grantee, review, approve, and update the Grantee's outreach and education strategy.
- e. Participating in regular meetings with the Grantee to discuss project refinements and guide project implementation.
- f. Review and approve all Grant Disbursement Request Forms (MSCD/ISB-90) and distribute grant funds to the Grantee.
- g. Providing project oversight and accountability (in conjunction with the Grantee).
- h. Meeting applicable requirements of statutes, applicable State law, the FY 2017-18 Funding Plan for Clean Transportation Incentives, the FY 2017-18 One-Stop-Shop Pilot Project Grant Solicitation, this grant agreement with Grantee, and the current One-Stop-Shop Pilot Project Terms and Conditions and any future updates and/or revisions to the Terms and Conditions issued during the grant term. The FY 2017-18 Funding Plan for Clean Transportation Incentives is available at: www.arb.ca.gov/msprog/aqip/aqip.htm.

2. The Grantee

The Grantee is responsible for implementation of the One-Stop-Shop Pilot Project approved by the Board as part of the Funding Plan. The Grantee's responsibilities encompass three phases to ensure the efficient and proper administration of this pilot – application development, project implementation, and project reporting.

These phases are to be completed in a manner directed by CARB and on a timeframe agreed upon by the Grantee and CARB.

The Grantee is responsible for on the ground project implementation including, but not limited to, the following tasks:

One-Stop-Shop Application Development

- a. Develop a comprehensive, user-friendly, multi-lingual, single application for low-income consumers to apply and qualify for CARB's Low Carbon Transportation Equity Projects. The One-Stop-Shop application must be developed in consultation with CARB, CARB's Low Carbon Transportation Equity Project administrators (CARB's project administrators), relevant local agencies, state agencies, local air districts, community-based organizations (including issue- and faith-based organizations), and other interested parties. The development process shall include, but is not limited to, the following:
 - i. In consultation with CARB's project administrators, assess existing CARB Low Carbon Transportation Equity Projects to identify overlaps and

differences in the program requirements, provide recommendations on how to align these requirements, and to help inform application content and requirements.

- ii. Organize and conduct regular focus group meetings with CARB's project administrators, relevant local agencies, state agencies, local air districts, community-based organizations, and other interested parties to identify low-income consumer needs to further inform the development of the One-Stop-Shop application. Low-income consumer assessment shall also reflect needs and recommendations identified in the SB 350 Guidance Document.
 - iii. Coordinate with CARB and CARB project administrators to ensure that the most current eligibility information for CARB's Low Carbon Transportation Equity Projects is being used.
- b. In consultation with CARB and CARB's project administrators, assess existing websites, tools, programs, disadvantaged community, low-income community, low-income household needs, and other recommendations identified in the SB 350 Guidance Document to develop application characteristics (e.g. electronic/web-based, mobile-friendly, paper, etc.) and platform (e.g. website[s], mobile application, community centers, etc.) recommendations for conveying incentive opportunities.
- c. In consultation with CARB, CARB's project administrators, relevant local agencies, state agencies, local air districts, community-based organizations, and other interested parties, identify other related consumer-based incentive programs (e.g. clean energy, transportation, and housing incentives) and develop a plan to include those programs into the One-Stop-Shop Pilot Project.
- d. Any platform utilizing the One-Stop-Shop application must meet the following minimum requirements:
- i. Ensure all application data is collected by a standardized database schema.
 - ii. Meet and adhere to all confidentiality and data security provisions listed in Section N of this Draft Sample Grant Agreement.
 - iii. Acknowledge the California Climate Investments (CCI) program and CARB as a funding source for CARB's Low Carbon Transportation Equity Projects (see Section B of this Draft Sample Grant Agreement).
 - iv. Acknowledge CARB as a funding source for the One-Stop-Shop Pilot Project (see Section B of this Draft Sample Grant Agreement).

- v. Provide additional information as determined by CARB.

Outreach and Education Strategy

- e. Coordinate, organize, and conduct on the ground consumer outreach and education including, but not limited to, the following:
- i. The Grantee shall clearly identify a comprehensive consumer awareness and education strategy to organize and build partnerships to coordinate and complement existing community-based outreach efforts for CARB's Low Carbon Transportation Equity Projects. The Grantee's strategy must contain, at a minimum:
- a) A plan to engage CARB's project administrators to coordinate the development of the One-Stop-Shop application.
- b) A strategy to engage, build partnerships, and support CARB's project administrators, community-based organizations and other groups that are:
- Representative of disadvantaged and low-income communities, and
 - Connected to a network of similar organizations and culturally relevant institutions and community service providers. Such groups and programs include, but are not limited to, VELOZ, California Fuel Cell Partnership, Plug-In America, Electrify America, Energy Upgrade California, regional or centralized community based-organizations, other related State agencies, local air districts, utility groups, community colleges, community centers, community events, smog check stations, and labor unions with low-wage members.
- c) In consultation with CARB, CARB's project administrators, relevant local agencies, state agencies, community-based organizations, and other interested parties, develop a strategy that balances statewide outreach and education efforts while prioritizing localized (e.g. urban, rural, tribal regions, and community-based) outreach and education.
- d) A plan to engage low-income and disadvantaged communities, low-income communities, and low-income households through activities relevant to the community being served, and through the use of language-specific and culturally appropriate outreach and education materials. Plan must support and reflect CARB's

outreach plan activities and expanded community needs assessments as well as other recommendations identified in the SB 350 Guidance Document.

- e) Where appropriate and in consultation with CARB's project administrators, include a strategy to provide support to auto dealerships and vehicle manufacturers for reaching sales staff and providing information on available incentives to low-income consumers.
 - f) Determine the types of outreach needed in consultation with CARB's project administrators (e.g., printed materials, web-based, and social media).
 - g) If applicable, prepare outreach and educational materials in consultation with CARB, CARB's project administrators, relevant local agencies, state agencies, local air districts, community-based organizations, and other interested parties to promote advanced technology vehicles and the One-Stop-Shop application. Outreach and education materials must also meet the following requirements:
 - Acknowledge the CCI program and CARB as a funding source for CARB's Low Carbon Transportation Equity Projects (see Section B of this Draft Sample Grant Agreement).
 - Acknowledge CARB as a funding source for the One-Stop-Shop Pilot Project (see Section B of this Draft Sample Grant Agreement).
 - h) Provide an approximation of the number of community events and the geographic locations that will be attended to promote advanced technology vehicles and the One-Stop-Shop application (including demonstrations of the application), as well as provide support for existing CARB Low Carbon Transportation Equity Project outreach efforts. Outreach events should be planned in coordination with CARB and CARB's project administrators.
- f. Execute Memorandums of Understanding or other agreements utilizing One-Stop-Shop Pilot Project grant funds with regional or centralized community-based organizations to support local organizations that conduct on-the-ground outreach and education activities.

Project Administration

- g. The Grantee is responsible for collecting One-Stop-Shop applications and verifying income eligibility requirements. In conjunction with CARB's project administrators, the Grantee must develop and implement a policies and procedures document and flow chart that describes the Grantee's administrative action for reviewing applications for income eligibility and addressing fraudulent activity. Examples include details on acceptable supporting documentation and practice for correcting erroneous data entry errors.
- h. Verify income of up to 100 percent of One-Stop-Shop applications received per month. This sliding scale will be at CARB's sole discretion considering periodic operational updates received from the Grantee. Verification may be conducted randomly and systematically to ensure compliance with all applicable project requirements.
- i. Transmit reportable (e.g. application programming interface [API], comma separated values [CSV], etc.), income verified One-Stop-Shop applications to the appropriate CARB project administrator for final processing including, but not limited to, final approval and incentive distribution.
- j. Develop a systematic process and schedule to back-up One-Stop-Shop application data each day at a minimum.
- k. Throughout the grant term and in consultation with CARB and CARB's project administrators, develop, finalize, and update a cohesive set of terms and conditions for the One-Stop-Shop application.
- l. Develop and maintain accounting procedures to track expenditures by grant award and if applicable, all One-Stop-Shop Pilot Project funding sources (e.g. Volkswagen Settlement Funding, Air Quality Improvement Fund, Greenhouse Gas Emission Reduction Fund, etc.).
- m. In conjunction with CARB and CARB's project administrators, assess lessons learned as well as disadvantaged community, low-income community, and low-income households needs to evaluate the ability to implement project improvements and expand the One-Stop-Shop Pilot Project to include other related consumer-based incentive programs (e.g. clean energy, transportation, and housing incentives).
- n. Upon request by CARB, provide data updates such as real-time statistics, including One-Stop-Shop applications processed by the Grantee and other statistics as defined by CARB.
- o. Work with CARB's project administrators to provide periodic data summaries to the public in response to data requests (upon CARB approval).

- p. Participate in CARB-approved events (e.g. CARB Board hearings, press events, conferences, forums, symposiums, etc.) to represent the One-Stop-Shop Pilot Project.
- q. Establish and maintain application records (see Section K of this Draft Sample Grant Agreement) including, but not limited to, the following:
 - i. Maintain copies of all One-Stop-Shop applications that passed and failed income eligibility verification.
 - ii. If applicable, maintain copies of all correspondence with applicants that did not pass income eligibility verification, beginning with the cancellation notice sent to the applicant.
 - iii. Store all records in a safe and secure storage facility that maintains confidentiality and provides fire and natural disaster protection. Files shall be retained during the term of the Grant Agreement plus three years. Upon completion of the third year of record retention, the Grantee must submit all project records to CARB. Hardcopy of electronic records are suitable. Acceptable forms of electronic media include hard drives, CDs, DVDs, and flash drives. Other forms of electronic media may be allowed based on prior written concurrence from CARB.
 - iv. Provide CARB with all project records including but not limited to copies of applications (if applicable) upon request.
- r. Prepare and submit all Grant Disbursement Request Forms (MSCD/ISB-90) to Project Liaison for review and approval.
- s. Provide Status Reports to CARB detailing applications submitted (see Section J[1] of this Draft Sample Grant Agreement).
- t. Provide CARB with a One-Stop-Shop Pilot Project Final Report that summarizes and evaluates total fund expenditures (including match and in-kind funds), applications processed, outreach efforts, implementation challenges, lessons learned, and recommended potential program improvements (see Section J[2], Appendix B, Draft Sample Grant Agreement).
- u. Develop a project transfer plan to a new grantee in a manner directed by CARB that includes the following tasks:
 - i. Process and verify income eligibility for all of FY 2017-18 and up to three months of FY 2018-19 after FY 2017-18 project closeout.

- ii. Complete all tasks associated with the FY 2017-18 One-Stop-Shop Pilot Project closeout (see Section J[2] of this Draft Sample Grant Agreement).
- iii. If applicable, transfer One-Stop-Shop Pilot Project data and One-Stop-Shop application to a new Grantee/administrator selected by CARB according to the agreed upon transfer plan (see Section M of this Draft Sample Grantee Agreement).
- v. Upon request, provide CARB with all webpage(s), software, or other intellectual property developed or purchased by the Grantee for the purposes of administering or implementing the One-Stop-Shop Pilot Project (see Section M of this Draft Sample Grantee Agreement).
- w. Meet applicable requirements of statutes, applicable State law, the FY 2017-18 Funding Plan, the FY 2017-18 One-Stop-Shop Grant Solicitation, the One-Stop-Shop Grant Agreement with CARB, and the One-Stop-Shop Pilot Project Terms and Conditions.
- x. All information, data, and webpages received or generated under this solicitation and subsequent grant agreement is the property of CARB. No information or data received or generated under this solicitation or subsequent grant agreement shall be released without CARB's approval (see Section N of this Draft Sample Grant Agreement).

H. FISCAL ADMINISTRATION

This section defines the respective roles of CARB and the Grantee in administering the One-Stop-Shop Pilot Project.

1. Budget

- a. The maximum amount of this Grant is up to _____. The maximum amount of this Grant may be increased further contingent upon receiving additional funds. The Grantee understands and agrees that there is no guarantee that additional funds will become available. Under no circumstance will CARB reimburse the Grantee for more than this amount. A written grant agreement amendment is required whenever there is a change to the amount of this grant.
- b. The budget for this project is shown in Exhibit B, Attachment I. Grant Disbursement Requests for project implementation costs shall not exceed the grant amount.
- c. Subject to prior written approval from CARB, line item shifts of up to ten percent of the grant total may be made over the life of the grant. Line item shifts greater than ten percent require a formal amendment to the grant. Line item shifts may be proposed by either CARB or the Grantee and must not increase or decrease

the total grant amount. All line item shifts must be approved in writing by CARB within 10 business days of approval for inclusion in the grant folder. If the grant is formally amended, all line item shifts must be included in the amendment.

2. Project Implementation Funding

- a. Definitions and allowable expenditures for costs associated with the grant are defined below:
 - i. Project implementation costs include personnel costs and fringe benefits, operating costs (i.e. rent, supplies, and equipment), indirect costs (e.g., general administrative services, office space, and telephone services), travel expenses and per diem rates set at the rate specified by California Department of Human Resources (CalHR)¹, overhead, consultant fees (if pre-approved by CARB), and printing, records retention, and mailing.
- b. Project implementation costs should be detailed such that they include all necessary staff and tasks to implement the project. This includes activities such as:
 - i. One-Stop-Shop application development, development and implementation of a consumer outreach and education strategy, research and data management, and reporting (see Section J[2] of this grant agreement).
 - ii. Other project administration costs including, but not limited to, income verification, application processing, and reporting (see Section J[2] of this grant agreement).

In no event shall administrative costs, which are included within the project implementation costs, exceed five percent of the total grant amount. Administrative costs are indirect costs, which are not tied directly or solely to the project, such as distributed administration and general administrative services; non-project related contracts or subscriptions; rent and office space, phones and telephone services, printing, or mailing services not associated with staff working on the project; or any other costs that are not directly and fully incurred to support the grant.

3. Advance Payment (This section only applies to California Air Districts)

- a. Consistent with the Legislature's direction to expeditiously disburse grants, CARB is providing advance payments of grant awards in a timely manner to support project initiation and implementation with a focus on mitigating the constraints of modest reserves and potential cash flow problems. Recognizing that appropriate safeguards are needed to ensure grant monies are used

¹ CARB will only reimburse travel expenses and per diem rates that are set by CalHR. The Grantee will be responsible for travel expenses and per diem rates that exceed CalHR rates.

responsibly, CARB has developed the grant conditions described below to establish control procedures for advance payments.

- b. Should advance payment be needed for this Grant, the following grant protections shall apply:
 - i. The Grantee must complete and submit to CARB for review and approval, an Air District Advance Payment Request Form, along with each grant disbursement that is requesting advance payment. The Air District Advance Payment Request Form is attached as Exhibit C.
 - ii. The advance payment is appropriate for the effective implementation of grants to local air districts. CARB may provide an advance of the direct project costs of the grant, if the program has moderate reserves and potential cash flow issues. Advance payments will not exceed the Grantee's interim cash needs.
 - iii. The grantee assumes legal and financial risk of the advance payment.
 - iv. Grantee shall place funds advanced under this section in an interest-bearing account. Grantee shall track interest accrued on the advance payment. Interest earned on the advance payment shall only be used for eligible grant-related expenses as outlined in the Grant Provisions, Exhibit A or will be returned to CARB.
 - v. Grantee shall report to CARB the value of any unused balance of the advance payment and interest earned and submit quarterly fiscal accounting reports consistent with Section J Reporting of this grant agreement (also see Section H[8] of this grant agreement).

Grantee shall remit to CARB any unused portion of the advance payment and interest earned within 90 days following the end date of this Grant Agreement term on **May 31, 2020** or the reversion date of the appropriation.

4. Grant Disbursements

- a. Requests for payment shall be made with the Grant Disbursement Request Form (MSCD/ISB-90) and conform to the instructions identified in Sections H and J of this grant agreement. If applicable, disbursements requesting funds from multiple funding sources shall be submitted individually by funding source (e.g. Volkswagen Settlement Funds, GGRF, etc.). Grant payments shall be made only for reasonable costs incurred by the Grantee and only when the Grantee has submitted a Grant Disbursement Request Form, milestones stipulated in Exhibit B, Attachment II, the requirements specified herein, including Section H and in Section J of this grant agreement have been accomplished,

documentation of accomplishment has been provided to CARB in the form of the Status Report, and any associated deliverables (if applicable) have been provided to CARB. CARB will have sole discretion to accelerate the timeline for allowable disbursements of funds identified in Exhibit B, Attachment II (with the exception of the final disbursement of funds), necessary to assure the goals of the project are met.

- b. Grant payments are subject to CARB's approval of Status Reports and any accompanying deliverables (see Section J of this grant agreement). A payment will not be made if the CARB Project Liaison deems that a milestone has not been accomplished or documented, that a deliverable meeting specifications has not been provided, that claimed expenses are not documented, not valid per the budget, or not reasonable, that the Grantee has not met other terms of the grant.

The Chief of the Mobile Source Control Division or designee of CARB may review the CARB Project Liaison's approval or disapproval of a Grant Disbursement Request. No reimbursement will be made for expenses that, in the judgment of the Division Chief of the Mobile Source Control Division, are not reasonable or do not comply with the grant agreement.

- c. The Grantee shall mail Grant Disbursement Requests to the CARB Project Liaison.
- d. CARB will withhold payment of up to 10 percent of the grant funds until completion of the Final Report and intellectual property has been relinquished to CARB in accordance with Sections J and M of these provisions, CARB has received and approved the Grantee's mechanism for receiving annual activity reports, and submission of the Final Report to CARB by the Grantee. It is the Grantee's responsibility to submit a Grant Disbursement Request for this final disbursement of funds.
- e. CARB shall disburse funds in accordance with the California Prompt Payment Act, Government Code, Section 927, et seq.
- f. The Grantee will pay out CARB funds to other sub-grantees on a reimbursement basis only.

5. Suspension of Payments and Grant Termination

- a. CARB reserves the right to issue a grant suspension order in the event that a dispute should arise. The grant suspension order will be in effect until the dispute has been resolved or the grant has been terminated. If the Grantee chooses to continue work on the project after receiving a grant suspension order, the Grantee will not be reimbursed for any expenditure incurred during the suspension in the event CARB terminates the grant. If CARB rescinds the suspension order and does not terminate the grant, CARB will reimburse the

Grantee for any expenses incurred during the suspension that are reimbursable in accordance with the terms of the grant.

- b. CARB reserves the right to terminate this Grant upon 30 days' written notice to the Grantee. In case of early termination, the Grantee will submit a Grant Disbursement Request, a Status Report covering activities up to, and including, the termination date and following the requirements specified herein and in Section J of these provisions. Upon receipt of the Grant Disbursement Request Form, Status Report, and all intellectual property has been relinquished to CARB, a final payment will be made to the Grantee. This payment shall be for all CARB-approved, actually incurred costs that in the opinion of CARB are justified. However, the total amount paid shall not exceed the total grant amount.
- c. CARB reserves the right to immediately terminate this Grant in accordance with Section O(21).
- d. Upon termination, grants funds must be immediately returned to CARB.

6. Contingency Provision

In the event this grant is terminated for whatever reason, the CARB Executive Officer or designee reserves the right in his or her sole discretion to award a grant to the next highest scored applicant and if an agreement cannot be reached, to the next applicant(s) until an agreement is reached. If CARB is unable to award a grant under these circumstances, CARB may award a grant in a manner consistent with direction provided in the FY 2017-18 Funding Plan for Clean Transportation Incentives².

7. Documentation of Project Implementation Costs

- a. The Grantee must maintain documentation of One-Stop-Shop project implementation costs as follows:
 - i. Personnel documentation must make use of timesheets or other labor tracking software. Duty statements or other documentation may also be used to verify the number of staff and actual hours or percent of time staff devoted to One-Stop-Shop Pilot Project implementation and outreach.
 - ii. Fees for external consultants must be documented with copies of the consultant contract and invoices. All external consultant fees must be pre-approved by CARB. Fees included in the budget as a part of the Grantee Application Package (Exhibit C) are considered pre-approved by CARB.
 - iii. Printing, mailing, records retention, and travel expenses must be documented with receipts and/or invoices.

² <http://www.arb.ca.gov/msprog/aqip/fundplan/fundplan.htm>.

- iv. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those amounts paid to the State's represented employees. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from CARB. CalHR's travel and per diem reimbursement amounts may be found online at <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee.
- b. The above documentation, records, and referenced materials must be made available for review during monitoring visits and audits by CARB, or its designee. These records must be retained for a minimum of three years after submittal of the final One-Stop-Shop Pilot Project grant disbursement request to CARB.
- c. The above documentation must be provided to CARB in Status Reports and a Final Report.

8. Earned Interest

"Earned interest" means any interest generated from State funds provided to the Grantee and held in an interest-bearing account.

- a. Interest earned by the Grantee on One-Stop-Shop Pilot Project funds must be reported to CARB. All interest income on One-Stop-Shop Pilot Project funds, must be expended on eligible project costs (See Section H[2] of this grant agreement). The Grantee is responsible for reporting to CARB on all interest earned and reinvested into One-Stop-Shop Pilot Project.
- b. All interest income on advance payment must be reinvested into the project or returned to CARB. Interest earned that is reinvested in the project is not included as part of the Total Grant Amount from CARB. Grantee is responsible for reporting to CARB all project expenditures funded with interest earned on advanced funds.
- c. The Grantee must maintain accounting records (e.g. general ledger) that track interest earned and expended on One-Stop-Shop Pilot Project funds, as follows:
 - i. The calculation of interest must be based on an average daily balance or some other reasonable and demonstrable method of allocating the proceeds from the interest-generating account back into the program.
 - ii. The methodology for tracking earned interest must ensure that it is separately identifiable from interest earned on non-One-Stop-Shop Pilot Project funds.

- iii. The methodology for calculating earned interest must be consistent with how it is calculated for the Grantee's other fiscal programs.
- iv. Earned interest must be fully expended by **May 15, 2020**.
- d. Documentation of interest earned on One-Stop-Shop Pilot Project funds must be retained for a minimum of three years after it is generated. Documentation of interest expended on the One-Stop-Shop Pilot Project must be retained for a minimum of three years after the funds have been reinvested into the project.
- e. Documentation of interest earned on advanced One-Stop-Shop Pilot Project funds must be retained for a minimum of three years after it is generated. Documentation of interest expended on advanced One-Stop-Shop Pilot Project must be retained for a minimum of three years after the funds have been reinvested into the project.
- f. The above documentation must be provided to CARB in Status Reports and a Final Report.

9. In-Kind Services

The Grantee is encouraged to contribute in-kind services to improve One-Stop-Shop Pilot Project's effectiveness. "In-kind services", for the purposes of the One-Stop-Shop Pilot Project, means payments or contributions made in the form of goods and services, rather than direct monetary contributions. Funds expended on in-kind services must meet all the requirements described herein and must be documented in the Final Report to CARB.

I. PROJECT MONITORING

1. Meetings

- a. Initial meeting: A meeting will be held between key project personnel and CARB staff before work on the project begins. The purpose of the first meeting will be to discuss the overall plan, details of performing the tasks, the project schedule, and any issues that may need to be resolved.
- b. Review meetings: Meetings to discuss progress must be held at least quarterly beginning three months after the initial meeting. Additional meetings may be scheduled at the sole discretion of the CARB Project Liaison. Such meetings may be conducted by phone, if deemed appropriate by the CARB Project Liaison.
- c. Site visits: Site visits shall be established by the CARB Project Liaison during the term of this grant.

2. Technical Monitoring

- a. Any changes in the scope or schedule for the project shall require the prior written approval of the CARB Project Liaison and possibly a written grant agreement amendment.
- b. The Grantee shall notify the CARB Project Liaison in writing, immediately if any circumstances arise (technical, economic, or otherwise), which might place completion of the project in jeopardy. The Grantee shall also make such notification if there is a change in key project personnel (see Exhibit B, Attachment IV).
- c. In addition to Status Reports (see Section J of this grant agreement), the Grantee shall provide information requested by the CARB Project Liaison that is needed to assess progress in completing tasks and meeting the objectives of the project.
- d. Any change in budget allocations, re-definition of deliverables, or extension of the project schedule must be requested in writing to the CARB Project Liaison and approved by CARB, in its sole discretion.

J. REPORTING AND DOCUMENTING EXPENDITURE OF STATE FUNDS

The Grantee must provide CARB with documentation accounting for the proper expenditure of funds. The documentation must be provided in Status Reports submitted at a minimum every three months to CARB and a Final Report submitted prior to the Grantee receiving their last disbursement of project implementation funds.

1. Status Reports

- a. The Grantee shall submit Status Reports at a minimum of three-month intervals. The Status Reports shall be provided in a format agreed upon between the CARB Project Liaison and the Grantee and meet the requirements specified herein. CARB may specify an electronic format for quarterly reporting.
- b. The Grantee must provide a Status Report to CARB detailing the amount of One-Stop-Shop applications processed and associated incentive amounts to date. The Status Report must include the following components:
 - i. Excel spreadsheet of applications processed for the reporting period – format and data fields to be agreed upon by the Grantee and CARB.
 - ii. Summary report
 - a) Number of applications received, applications in process, and applications forwarded to CARB's Low Carbon Transportation Equity Project Administrators (CARB's project administrators) by

- qualifying incentive amount(s).
 - b) Number of applications that passed and failed income verification.
 - c) Number of applications per Air District and disadvantaged community as determined by CalEnviroScreen 3.0³.
 - d) Remaining grant funding available.
- iii. Grantee application processing cost summaries (if applicable).
 - iv. Identified problems or concerns and proposed solutions, if applicable.
- c. The Status Report provides a mechanism for the Grantee to justify a need for additional One-Stop-Shop Pilot Project funding from CARB. The Status Report must be submitted at least every three months, but may be provided on an as needed basis to justify additional funding from CARB. The first Status Report must be submitted three months after the grant agreement is fully executed or when requesting additional disbursement of funds, whichever is sooner.
 - d. Every Grant Disbursement Request Form (MSCD/ISB-90) shall be accompanied by a Status Report that documents the completion of a milestone specified in Exhibit B, Attachment II.
 - e. If the tasks outlined in this grant agreement is behind schedule, the Grantee must notify CARB immediately.

2. Final Report

- a. The Grantee must submit a Final Report to CARB after all vehicle funding has been expended. The Final Report also serves as the final status report.
- b. The Final Report must include, at a minimum:
 - i. Total fund expenditure documentation (including but not limited to project funds, application processing costs, match and in-kind funds).
 - ii. Excel spreadsheet of any applications not previously included in a Status Report (see Status Report).
 - iii. Summary report of all One-Stop-Shop applications for the period covered by the grant agreement (may be provided as summaries or previously submitted Status Reports - see Status Report).

³ <https://calepa.ca.gov/EnvJustice/GHGInvest/>.

- iv. Total fund expenditures of the One-Stop-Shop Pilot Project funding per source of funding and fiscal year (if applicable).
 - v. City and ZIP code of each applicant.
 - vi. Outreach efforts.
 - vii. Implementation challenges.
 - viii. Recommendations for potential program improvements.
 - ix. Earned interest.
- c. When the project is complete, the Grantee shall submit a draft Final Report. The draft Final Report must be submitted to CARB in an appropriate format agreed upon between the CARB Project Liaison and the Grantee. The Final Report must meet the requirements specified herein. Upon approval of the draft Final Report by the CARB Project Liaison, the Grantee shall provide a written copy of the final version, plus an electronic file.

K. PROJECT RECORDS

As further described below, project records includes but is not limited to Grantee, financial, and application records. All project records must be retained for a period of three (3) years after final payment under this grant. All project records are subject to audit pursuant to Section O(4) of this grant agreement. Upon completion of the third year of record retention, the Grantee shall submit all project records to CARB. Hardcopy or electronic records are suitable. Acceptable forms of electronic media include hard drives, CDs, DVDs, and flash drives. Other forms of electronic media may be allowed based on prior written concurrence from CARB.

1. Grantee Record:

The Grantee shall retain a One-Stop-Shop Pilot Project file containing:

- a. Original executed copy of the One-Stop-Shop Pilot Project grant agreement and grant agreement amendments (if applicable).
- b. Policies and Procedures Manual.
- c. Copies of Grant Disbursement Request Forms.
- d. Documentation of earned interest generation and expenditure (see Section H(8) for more information).

2. Financial Records:

Without limitation of the requirement to maintain project accounts in accordance with generally accepted accounting principles, the Grantee must:

- a. Establish an official file for the One-Stop-Shop Pilot Project, which shall adequately document all significant actions relative to the project.
- b. Establish separate accounts which will adequately and accurately depict all amounts received and expended on the One-Stop-Shop Pilot Project.
- c. Establish separate accounts which will adequately and accurately depict all income received which is attributable to the One-Stop-Shop Pilot Project.
- d. Establish an accounting system which will adequately depict final total costs of the One-Stop-Shop Pilot Project, including indirect costs.

3. Application Records:

Grantee is required to establish and maintain records which must include, at a minimum:

- a. Copy of approved One-Stop-Shop application.
- b. Supporting income verification documentation.
- c. Unique identifier that links each application to its corresponding Low Carbon Transportation Equity Project (CVRP, EFMP, Financing Assistance, etc.).
- d. Documentation on any deviations from the normal processing of applications (examples include enforcement action, CARB case-by-case approvals).
- e. Maintain copies of all disapproved applications.

L. OVERSIGHT AND ACCOUNTABILITY

1. The Grantee shall comply with all oversight responsibilities identified herein.
2. CARB or its designee may recoup the grant funds which were received based upon misinformation or fraud, or for which a Grantee or technology provider is in significant or continual non-compliance with the terms of this Grant or State law. CARB also reserves the right to prohibit any entity from participating in the One-Stop-Shop Pilot Project due to non-compliance with project requirements.

3. If the Grantee detects any actual and/or potentially fraudulent activity by an applicant, it shall notify CARB as soon as possible and work with CARB to determine an appropriate course of action.

M. INTELLECTUAL PROPERTY

1. Any webpage(s), software, databases, project data, or other intellectual property developed or purchased by the Grantee for the purposes of administering or implementing the One-Stop-Shop Pilot Project, are the property of CARB. Should a different grantee be selected to manage the One-Stop-Shop Pilot Project in subsequent funding years, it will be the Grantee's responsibility to turn over this property and information to CARB and the new grantee and provide all reasonable and necessary assistance needed to ensure a smooth transfer. It is CARB's intention that the One-Stop-Shop application access be seamless to qualifying low-income consumers as the One-Stop-Shop Pilot Project transfers to each new fiscal year.

N. CONFIDENTIALITY AND DATA SECURITY

It is expressly understood and agreed that information the Grantee collects on behalf of the State or from a third party in performing its obligations under this grant agreement may be deemed confidential by the State. Therefore, the Grantee must:

1. All information or data gathered pursuant to this grant shall be held confidential and released only to CARB or other entities as CARB may specify in writing.
2. The Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this grant agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
3. Information or data, including but not limited to all application records and supporting documentation that personally identifies or describes an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee shall safeguard all such information or data which comes into their possession under this agreement in perpetuity, and shall not release or publish any such information, data, or application records.
4. Observe complete confidentiality with respect to such information or data collected pursuant to this grant, including without limitation, agreeing not to disclose or otherwise permit access to such information by any person or entity in any manner whatsoever unless such disclosure is required by law or legal process.
5. Acknowledge the confidential nature of such information and ensure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose

whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.

6. Ensure that the Grantee's employees are informed of the confidential nature of such information and ensure by agreement or otherwise that they are prohibited from copying, revealing, or utilizing for any purpose in fulfillment of this grant, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.
7. Grantee shall limit access to information and data gathered pursuant to this grant only to necessary employees to perform their job duties.
8. Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration.
9. Notify State promptly and in writing of the circumstances surrounding any possession, use or knowledge of such information or any part thereof, by any person other than those authorized by this document.
10. Adhere to all CARB confidentiality, disclosure, and privacy policies.
11. Treat all information, deliverables, and work products developed or collected pursuant to this grant as confidential. All information, deliverables, and work products cannot be disclosed in any form to any third party without CARB's written consent except when required by law or legal process.
12. Not use, without CARB written approval, any CARB materials for any purpose other than performing the agreed upon services.
13. At the conclusion of the engagement or upon termination of this grant agreement, the Grantee shall surrender all information in any form developed or collected pursuant to this grant.
14. If the grantee suspects loss or theft, the grantee must report any lost or stolen information, data, or equipment developed or collected pursuant to this grant to CARB immediately.
15. Provide CARB all pass phrases/passwords used for private keys to encrypt data used, produced or acquired in the course of performing duties under this grant agreement.
16. The Grantee must sign non-disclosure and confidentiality agreements as provided by CARB, see Exhibit D, Grantee Application Package.

17. The Grantee agrees to notify the CARB immediately of any security incident involving the information system, servers, data, or any other information developed or collected pursuant to this grant. The Grantee agrees that the CARB has the right to participate in the investigation of a security incident involving its data or conduct its own independent investigation, and that the Grantee shall cooperate fully in such investigations.
18. The Grantee agrees that it shall be responsible for all costs incurred by the CARB due to security incident resulting from the grantee's failure to perform or negligent acts of its personnel, and resulting in an unauthorized disclosure, release, access, review, or destruction; or loss, theft or misuse of information or data developed or gathered pursuant to this grant. If the Grantee experiences a loss or breach of data, the Grantee shall immediately report the loss or breach to the CARB. If the CARB determines that notice to the individuals whose data has been lost or breached is appropriate, the Grantee will bear any and all costs associated with the notice or any mitigation selected by the CARB. These costs include, but are not limited to, staff time, material costs, postage, media announcements, credit monitoring for impacted individuals, and other identifiable costs associated with the breach or loss of data.
19. The Grantee agrees that it shall immediately notify and work cooperatively with the CARB to respond timely and correctly to public records act requests.

O. GENERAL PROVISIONS

1. **Amendment:** No amendment or variation of the terms of this grant agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the grant agreement is binding on any of the parties.
2. **Assignment:** This grant is not assignable by the Grantee, either in whole or in part, without the consent of CARB.
3. **Availability of Funds:** CARB's obligations under this grant agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this grant agreement.
4. **Audit:** Grantee agrees that CARB, the Department of General Services, Department of Finance, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this grant and all State funds received. Grantee agrees to maintain such records for possible audit for three (3) years after the term of this grant is completed, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any

employees who might reasonably have information related to such records. Further, Grantee agrees to include similar right of the State audit records and interview staff in any grant related to performance of this agreement.

5. **Compliance with law, regulations, etc.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements.
6. **Conflict of interest:** The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.

The Grantee may have no interest, and shall not acquire any interest, direct or indirect, which will conflict with its ability to impartially complete the tasks described herein. The Grantee must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest with its duties throughout the grant term. CARB may consider the nature and extent of any actual, apparent, or potential conflict of interest in the Grantee's ability to perform the grant.

The Grantee must immediately advise CARB in writing of any potential new conflicts of interest throughout the grant term.

7. **Disputes:** The Grantee shall continue with the responsibilities under this grant agreement during any dispute. Grantee staff or management may work in good faith with CARB staff or management to resolve any disagreements or conflicts arising from implementation of this grant agreement. However, any disagreements that cannot be resolved at the management level within 30 days of when the issue is first raised with CARB staff shall be subject to resolution by the CARB Executive Officer, or his designated representative. Nothing contained in this paragraph is intended to limit any rights or remedies that the parties may have under law.
8. **Environmental justice:** In the performance of this grant agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State.
9. **Fiscal management systems and accounting standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this grant agreement. Unless otherwise prohibited by State or local law, the Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.

10. **Force majeure:** Neither CARB nor the Grantee shall be liable for or deemed to be in default for any delay or failure in performance under this grant agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, etc.
11. **Governing law and venue:** This grant is governed by and shall be interpreted in accordance with the laws of the State of California. CARB and the Grantee hereby agree that any action arising out of this grant agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this grant agreement.
12. **Grantee's responsibility for work:** The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contract for work on the project, including but not limited to payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work. The Grantee will pay out CARB funds to other entities on a reimbursement basis only.
13. **Indemnification:** The Grantee agrees to indemnify, defend and hold harmless the State and the Board and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by the Grantee, and out of the operation of equipment that is purchased with funds from this grant award.
14. **Independent Contractor:** The Grantee, and its agents and employees, if any, in their performance of this grant agreement, shall act in an independent capacity and not as officers, employees or agents of CARB.
15. **Non-Discrimination Clause:** During the performance of this grant agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Grantee and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et

seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f) set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the agreement.

16. **No third party rights:** The parties to this grant agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this grant agreement, or of any duty, covenant, obligation or undertaking establish herein.
17. **Ownership:** All information, data, documents, intellectual property including but not limited to webpages received or generated by the Grantee under this grant is the property of CARB. No information, data, documents, intellectual property received or generated under this grant shall be released without CARB's approval.
18. **Prevailing wages and labor compliance:** If applicable, the Grantee agrees to be bound by all the provisions of State Labor Code Section 1771 regarding prevailing wages. If applicable, the Grantee shall monitor all agreements subject to reimbursement from this grant agreement to ensure that the prevailing wage provisions of State Labor Code Section 1771 are being met.
19. **Professionals:** For projects involving installation or construction services, the Grantee agrees that only licensed professionals will be used to perform services under this grant agreement where such services are called for and licensed professionals are required for those services under State law.
20. **Severability:** If a court of competent jurisdiction holds any provision of this Grant agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.
21. **Termination:** In addition to the termination provisions in Section H (4) of this grant agreement, CARB may terminate this grant agreement by written notice at any time prior to completion of this grant agreement, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this grant agreement. Upon termination, the Grantee must immediately return grant funds to CARB.
22. **Timeliness:** Time is of the essence in this grant agreement. Grantee shall proceed with and complete the project in an expeditious manner.

23. Waiver of Rights: Any waiver of rights with respect to a default or other matter arising under the grant agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this grant agreement are in addition to any other rights and remedies provided by law.

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**EXHIBIT B
WORK STATEMENT**

Attachment I – Budget Summary

Grantee:

Grant No.:

Project: One-Stop-Shop Pilot Project

Total Project Implementation Funding

Funding Source	Project Implementation Funds
	\$
	\$
	\$
TOTAL GRANT AMOUNT	\$

Disbursement of Funds:

Project Implementation Funds

The Grantee shall receive project implementation funds accordance with Section H of this grant agreement.

EXHIBIT B

Attachment II – Disbursement Schedule¹

Grantee:

Grant No.:

Project: One-Stop-Shop Pilot Project

Disbursement	Disbursement Description	Grant Award
1	Project Implementation Funding	
1.1	Sign grant agreement with CARB for initial implementation of the One-Stop-Shop Pilot Project	\$
1.2	Ongoing disbursements of project implementation funds	At least \$
1.3	100 percent of One-Stop-Shop project implementation funding is expended; Final Report and intellectual property for the One-Stop-Shop Pilot Project submitted to CARB	Up to 10% of the total grant award
Project Implementation Funding Subtotal		Up to \$
Grant Total		Up to \$

¹ Project implementation funds will be disbursed in accordance with the instructions identified in Section H of this grant agreement.

EXHIBIT B

Attachment III – Project Schedule

Grantee:

Grant No.:

Project: One-Stop-Shop Pilot Project

Detailed Scope of Work and Schedule

Task	Start Date	Completion Date
Task 1 –		
Task 2 –		
Task 3 –		
Task 4 –		
Task 5 –		
Task 6 –		
Task 7 –		

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Exhibit C



Mary D. Nichols, Chair
Matthew Rodriguez, CalEPA Secretary
Edmund G. Brown Jr., Governor

Air District Advance Payment Request Form

Air District:	Date:
Contact Name:	Phone:
Email Address:	Program:

Advance Amount Requested	\$
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Please check box if small District.

All Districts Certify:

- The District shall have no outstanding material financial audit findings related to any of the Funds eligible for Advance Payment.
- The District shall not provide advance payment to any other entity.
- All unused funds shall revert back to the state if not liquidated within the timeline specified in the grant agreement.

Large Districts must complete the additional information below and provide accompanying documents:

- A Spending Plan shall be submitted to CARB for review of Advance Payment moneys requested. The Spending Plan includes:
 - o The District fund balance for all state grant programs
 - o The District approved list of projects and entities
 - o Project schedules, milestones and timelines
 - o Any and all other information requested by CARB
- The District shall report to CARB material changes to the Spending Plan within 30 days

I hereby certify that I am the duly appointed, qualified, and acting officer of the herein named California Air District and that the information provided is in all respects true and correct.

Air District/Grantee Requester (Signature):	Date:
Printed Name:	Title:

CARB Approver (Signature):	Date:
Printed Name:	Title:

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Exhibit D
GRANTEE APPLICATION PACKAGE

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