

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

125



FROM : Community Action Partnership of Riverside County

SUBMITTAL DATE:
January 18, 2010

SUBJECT: Agreement #10B-5631 with Department of Community Services and Development for the 2010 Low-Income Home Energy Assistance Program

RECOMMENDED MOTION:

That the Board of Supervisors approve and:

- 1) Authorize the Chairman of the Board to sign the attached Agreement #10B-5631 between the Department of Community Services and Development (CSD) and the Community Action Partnership of Riverside County (CAP Riverside) for \$992,670 to provide initial funding for the 2010 Low-Income Home Energy Assistance Program (LIHEAP) covering the term January 1, 2010 through April 30, 2010;
- 2) Instruct the Auditor Control to adjust the budget as identified in the attached Schedule A; and
- 3) Authorize the Executive Director of CAP Riverside to sign assurances, exhibits, and reports made under the Agreement.

Lois J. Carson
Lois J. Carson, CCAP, Executive Director

Continued (3-pages total)

FINANCIAL DATA	Current F.Y. Total Cost:	\$992,670	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	Yes
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

SOURCE OF FUNDS: 100% Federal	Positions To Be Deleted Per A-30	<input checked="" type="checkbox"/>
	Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE
Deora Courmoyer
BY: Deora Courmoyer
Deora Courmoyer

County Executive Office Signature

FISCAL PROCEDURES APPROVED
 ROBERT BYRD, AUDITOR-CONTROLLER
 SUSANA GARCIA-BORGANES
 DEPARTMENTAL CONCURRENCE
 DATE 2/18/10
 FORM APPROVED COUNTY COUNSEL
 BY TARRISA R-MCKENNA
 DATE 2/17/10
 Dept't Recomm.: Policy
 Per Exec. Ofc.: Policy

Prev. Agn. Ref.: 2/24/09 (3.10), 9/1/09 (3.22) **District:** All **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.5

FROM: Community Action Partnership
of Riverside County

DATE: January 18, 2010

SUBJECT: Agreement #10B-5631 with Department
of Community Services and Development
for the 2010 Low-Income Home Energy
Assistance Program

PAGE: 2 of 3

BACKGROUND:

On December 23, 2009, CSD elected to issue an "interim contract" to ensure the timely implementation of the 2010 LIHEAP funding and to avoid gaps in service delivery.

In Agreement #10B-5631, CAP Riverside received an initial allocation of \$992,670 for Program Year 2010 to: 1) assist low-income consumers with high energy bills, 2) repair or replace heating and cooling devices that contribute to high energy consumption, and 3) weatherize homes. CSD will amend Agreement #10B-5631 to release additional 2010 LIHEAP funding and extend the term of the agreement.

Therefore, the Director of CAP Riverside requests the Board to approve the Agreement #10B-5631, for \$992,670, covering the term January 1, 2010 through April 30, 2010.

FINANCIAL IMPACT: No County General Funds will be required.

CONCUR/EXECUTE: Auditor Controller

LC:MYJ:KA:jb

FROM: Community Action Partnership
of Riverside County

DATE: January 18, 2010

SUBJECT: Budget Adjustment

PAGE: 3 of 3

SCHEDULE A

Community Action Partnership of Riverside County
Budget Adjustment
Fiscal Year 2009/2010

INCREASE IN EST. REVENUE:

CAARC-21050-5200200000-767220	Fed Other Operating Grants	\$ 992,670
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INCREASE IN APPROPRIATIONS:

CAARC-21050-5200200000-510040	Regular Salaries	\$ 146,630
CAARC-21050-5200200000-518100	Budgeted Benefits	\$ 69,002
CAARC-21050-5200200000-520200	Communications	\$ 3,600
CAARC-21050-5200200000-520230	Cellular Phone	\$ 500
CAARC-21050-5200200000-520260	Computer Lines	\$ 17,249
CAARC-21050-5200200000-520320	Telephone Service	\$ 24,398
CAARC-21050-5200200000-521640	Maint-Software	\$ 8,051
CAARC-21050-5200200000-523700	Office Supplies	\$ 9,161
CAARC-21050-5200200000-524760	Data Processing Services	\$ 52,067
CAARC-21050-5200200000-526700	Rent - Lease Bldgs	\$ 65,000
CAARC-21050-5200200000-530020	Board-Other	\$ 597,012
Total		\$ 992,670

AGREEMENT NUMBER 10B-5631	AMENDMENT NUMBER 0
REGISTRATION NUMBER	

- This Agreement is entered into between the State Agency and the Contractor named below
 STATE AGENCY'S NAME
Department of Community Services and Development
 CONTRACTOR'S NAME
Community Action Partnership of Riverside County
- The term of this Agreement is: **January 1, 2010 through April 30, 2010**
- The maximum amount of this Agreement is: **\$ 992,670.00**
- The parties agree to comply with the terms and conditions of the following exhibits that are by this reference made a part of the Agreement:
 Exhibit A - Scope of Work, Attachment I, ZIP Code Cross-Reference (if applicable)
 Exhibit B - Budget Detail and Payment Provisions
 Attachment I, 2010 LIHEAP Weatherization Budget; Attachment II, 2009 LIHEAP EHA-16 Program Budget; Attachment III, 2010 LIHEAP Nonconsideration Allocations; Attachment IV, Reimbursement Rates for Weatherization and EHCS Activities
 Exhibit C - General Terms and Conditions (GTC 307)
 Exhibit D - Special Terms and Conditions, Attachment I - Supplemental Audit Guide, June 1, 2009
 Exhibit E - Additional Provisions
 Exhibit F - Programmatic Provisions, Attachment I, ECIP Policy and Procedures; Attachment II, Severe Weather Energy Assistance and Transportation Services; Attachment III, CSD LIHEAP/DOE Weatherization Programs Health and Safety Appliance Replacement Policy
 Exhibit G - Definitions
 Exhibit H - 2010 Agency Priority Plan - Weatherization and ECIP-EHCS
 Exhibit I - Certification Regarding Lobbying/Disclosure of Lobbying Activities, STD. Form LLL

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i> Community Action Partnership of Riverside County		I hereby certify that all conditions for exemption have been complied with, and this document is exempt from the Department of General Services' approval
BY <i>(Authorized Signature)</i> 	DATE SIGNED <i>(Do not type)</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 2038 Iowa Ave, Suite B-102, Riverside, CA 92507		
STATE OF CALIFORNIA		
AGENCY NAME Department of Community Services and Development		
BY <i>(Authorized Signature)</i> 	DATE SIGNED <i>(Do not type)</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING Leisa Maestretti, Chief Financial Officer		
ADDRESS 2389 Gateway Oaks Drive, Suite 100, Sacramento, California 95833		
FORM APPROVED COUNTY COUNSEL		

Exempt per _____
 BY LARISA R-MCKENNA DATE 2/17/10

10B-5631 - Original

- A. \$353,441.00 for LIHEAP Weatherization assistance, as set forth in Exhibit B, Attachment I, Column A, CSD 557D.
- B. \$235,627.00 for LIHEAP Delayed Weatherization assistance, as set forth in Exhibit B, Attachment I, Column B, CSD 557D.
- C. \$117,814.00 for LIHEAP Assurance 16 Activities as set forth in Exhibit B, Attachment II, CSD 537E.
- D. \$30,575.00 for LIHEAP Intake (ECIP/HEAP Allocation) as set forth in Exhibit B, Attachment II, CSD 537E.
- E. \$70,689.00 for LIHEAP Administrative Costs (Assurance 16, ECIP, and HEAP Allocation) as set forth in Exhibit B, Attachment II, CSD 537E.
- F. \$76,438.00 for LIHEAP Outreach (ECIP, HEAP, and Leveraging, if applicable) and related costs as set forth in Exhibit B, Attachment II, CSD 537E.
- G. \$27,022.00 for LIHEAP ECIP Wood, Propane, and Oil as set forth in Exhibit B, Attachment II, CSD 537E.
- H. \$67,553.00 for LIHEAP ECIP: EHCS Heating and Cooling Service as set forth in Exhibit B, Attachment II, CSD 537E.
- I. \$13,511.00 for LIHEAP Severe Weather Energy Assistance and Transportation Services and related costs as set forth in Exhibit B, Attachment II, CSD 537E.
- J. \$0.00 for LIHEAP HEAP Wood, Propane, and Oil assistance as set forth in Exhibit B, Attachment II, CSD 537E.

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. Contractor agrees to provide Weatherization (WX) assistance, Home Energy Assistance Program (HEAP) assistance, and Energy Crisis Intervention Program (ECIP) assistance to eligible participants residing in the service area described in EXHIBIT A, Section 2, pursuant to Title 42 of the United States Code (USC) Section 8621 et seq. (the Low-Income Home Energy Assistance Act of 1981, as amended, hereafter referred to as LIHEAP) and Government Code Section 16367.5 et seq., as amended. Unless otherwise specified in the Contractor's LIHEAP Agency Plan or elsewhere in this Agreement, Contractor shall make its services and activities available to the low-income community within its service area throughout the entire term of this Agreement. Contractor shall ensure that the highest level of assistance will be furnished to those households which have the lowest incomes and the highest energy costs or needs in relation to income, and that the services and activities funded by this Agreement shall also meet all other assurances specified at 42 U.S.C. § 8624.

2. The services shall be performed in the following service area:

Riverside County.

3. Send all correspondence and relevant reports to:

State Agency:	Department of Community Services and Development
Section/Unit:	Field Operations
Address:	P.O. Box 1947 Sacramento, CA 95812-1947
Hand Delivery:	2389 Gateway Oaks Drive, Suite 100 Sacramento, CA 95833
Phone:	(916) 576-7109

EXHIBIT A
(Standard Agreement)

4. INTERIM PROVISION

This Agreement is intended as an interim contract to enable Contractor to begin providing services under the standard LIHEAP program until such time as outstanding issues are resolved concerning the application of Davis-Bacon requirements to projects in which Low-Income Home Energy Assistance Program (LIHEAP) and American Recovery and Reinvestment Act of 2009 Department of Energy Weatherization Assistance Program (DOE ARRA) measures and activities are leveraged. Notwithstanding any other provision herein, and until such time as this Agreement is amended to resolve outstanding Davis-Bacon requirements, Contractor shall not leverage measures on projects in which DOE ARRA funds and activities are involved, and Contractor agrees that activities under each program shall be kept separate and distinct to avoid violation of ARRA Davis-Bacon requirements.

5. COMPLIANCE

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

- A. The Low-Income Home Energy Assistance Program Act of 1981, 42 U.S.C. §§ 8621 et seq., and 45 Code of Federal Regulation (CFR) Part 96;
- B. The California Government Code §§ 16367.5 et seq., as amended, and Title 22, California Code of Regulations (CCR), §§ 100800 et seq.; and
- C. The Single Audit Act, 31 U.S.C. §§ 7301 et seq., and Office of Management and Budget (OMB) Circular A-133 and its appendices and supplements.

6. REQUIREMENTS, STANDARDS, AND GUIDELINES

Even though the federal Low-Income Home Energy Assistance Program exempts Contractor and its subcontractors from many federal administrative requirements and standards to promote State and local efficiency, the federal government directs the State to establish fiscal control and fund accounting procedures regarding LIHEAP funds. Federal law also directs the State to ensure that the cost and accounting standards of the Office of Management Budget (OMB) apply to recipients of LIHEAP funds. Therefore, Contractor agrees to apply all of the requirements, standards, and guidelines contained in the following authorities, as they may be amended from time to time, to all of the procurement, administrative, and other costs claimed under this Agreement, including those costs under subcontracts to this Agreement, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the requirements, standards, or guidelines directly conflict with any State law or regulation at Government Code §§ 16367.5 et seq. or

**EXHIBIT A
(Standard Agreement)**

22 CCR §§ 100800 et seq., or any specific provision of this Agreement, then that law or regulation or provision shall apply instead:

- A. OMB Circular A-102 (Common Rule for State and Local Governments), as codified by the Department of Health and Human Services (HHS) at 45 CFR Part 92;
- B. OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations), as codified by HHS at 45 CFR Part 74;
- C. OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments) as codified at 2 CFR Part 225;
- D. OMB Circular A-122 (Cost Principles for Non-Profit Organizations) as codified at 2 CFR Part 230.

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

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

7. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER

The Low-Income Home Energy Assistance Program (LIHEAP) Catalog of Federal Domestic Assistance number is 93.568. Award is made available through the United States Department of Health and Human Services.

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **BUDGET CONTINGENCIES**

A. State Budget Contingency

- 1) It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- 2) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

B. Federal Budget Contingency

- 1) It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
- 2) This Agreement is valid and enforceable only if sufficient funds are made available to the state by the United States Government for the fiscal year 2009-2010 for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- 3) The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- 4) The Department has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.

**EXHIBIT B
(Standard Agreement)**

- 5) The State shall authorize expenditures of funds under this Agreement based on the Continuing Resolution appropriations. CSD shall notify the Contractor in writing of authorized interval funding levels.
- 6) It is mutually agreed that if the Congress does not appropriate sufficient funds for this Program or appropriates additional funds, this Agreement shall be amended to reflect any increase or decrease in funds.

2. BUDGET GUIDELINES

A. Budget and Allocation Forms

- 1) Upon execution of this Agreement, Contractor shall submit all budget and allocation forms attached to this EXHIBIT B, including the 2010 LIHEAP Weatherization Budget (CSD 557D), 2010 LIHEAP Program Budget (CSD 537E), and 2010 LIHEAP Nonconsideration Allocations (CSD 516), based on the Maximum Amount of this Agreement and in accordance with the accompanying instructions and other applicable provisions of this Agreement.
- 2) In the event the LIHEAP annual grant award is yet to be determined and CSD funds this Agreement based on Continuing Resolution appropriations, Contractor shall complete the budget and allocation forms using the Estimated Budget Allocation amount as defined in EXHIBIT G. When this Agreement is amended to reflect the Final Allocation, the budget and allocation forms shall be amended to reflect the actual annual allocation.

B. Weatherization Waiver

Weatherization consideration to be paid Contractor for the months of January, February, March, and April, if applicable, will be calculated and reimbursed to Contractor to include administrative costs on 60 percent (60%) of the total Weatherization budget based on the Interim Allocation and/or Final Allocation as appropriate. The remaining forty percent (40%) of the total budget for the remaining months to include administrative costs is totally contingent upon a Weatherization waiver being granted to CSD by the Federal Department of Health and Human Services (HHS) to allow Weatherization expenditure levels at 25 percent (25%) of the federal LIHEAP grant. Contractor will be notified by CSD, in writing, on the status of the waiver and disposition of the remaining funding.

EXHIBIT B
(Standard Agreement)

C. Nonconsideration Allocation

The total nonconsideration payable by the State to Contractor under this Agreement shall be allocated as shown on EXHIBIT B, BUDGET DETAIL AND PAYMENT PROVISIONS, ATTACHMENT III, 2010 LIHEAP NONCONSIDERATION ALLOCATIONS (CSD 516).

1) Energy Crisis Intervention Program (ECIP): Electric and Gas (Fast Track)

The total amount allocated to the ECIP Fast Track Program shall not be included in the Maximum Amount of this Agreement but shall be for Contractor's use in accordance with the terms of this Agreement.

2) Home Energy Assistance Program (HEAP): Electric and Gas Allocation

The total amount allocated to the HEAP Electric and Gas Program shall not be included in the Maximum Amount of this Agreement but shall be for Contractor's use in accordance with the terms of this Agreement.

D. Advance Payments

1) Upon written request by the Contractor, the State may issue one working capital advance, subject to CSD approval, in an amount not to exceed 25 percent (25%) of the Maximum Amount of this Agreement. Contractor shall submit an advance payment request on agency letterhead or on the appropriate CSD LIHEAP reporting forms providing justification for the amount of the capital advance and how the advance will be used. Justification for an advance is to be submitted only in the event the agency is experiencing financial hardship. Burden of proof of financial hardship for which request is based will be the responsibility of the requesting agency.

2) In the event that this Agreement is amended to increase the consideration of this Agreement, a subsequent advance payment plus any previous advances already allowed shall not exceed 25 percent (25%) of the amended Maximum Amount of this Agreement. Subsequent advance payments may be authorized by CSD if Contractor requests such an advance payment on agency letterhead or on the appropriate CSD LIHEAP reporting forms. The need for such additional advance payment shall be based upon a review of Contractor's cash flow status as recorded on Contractor's current monthly expenditure report(s).

3) CSD will initiate repayment of advance funds beginning with the seventh monthly reporting period of the term of this Agreement and ending with the twelfth month of the term of this Agreement, or whenever 75 percent

**EXHIBIT B
(Standard Agreement)**

(75%) of the Maximum Amount of this Agreement has been expended. CSD shall begin applying approved expenditures to the outstanding advance balance, thereby offsetting any subsequent reimbursements. CSD shall determine amounts to be offset by applying the balance of the advance equally into the remaining expenditure reporting periods. An exception may occur if the expenditure reports submitted are less than the applied settlement formula (as described in this section). In that case, CSD shall apply the entire reimbursement amounts against the outstanding advance balance.

E. Subsequent Payments

Subsequent payments to Contractor shall be contingent upon receipt by CSD of the monthly reimbursement and activity reports. If Contractor owes CSD any outstanding balances for overpayments of any contract, current or previous, the balance may be offset, based on arrangements made with the Contractor.

F. ECIP Payments - Electric and Gas (Fast Track)

Payment for applicant's electric and/or gas energy bills shall be made by CSD directly to the utility company or in the form of a dual-party warrant, payable to the applicant and the utility company. All payments shall be deducted from Contractor's Nonconsideration allocation.

G. HEAP Payments – Electric and Gas

Payment for applicant's electric and/or gas energy bills shall be made by CSD directly to the utility company or in the form of either a dual-party warrant, payable to the applicant and utility company; or, in the case where the cost of energy is included in applicant's rent, a single-party warrant shall be made, payable to the applicant. All payments shall be deducted from Contractor's Nonconsideration allocation.

H. Interest on Advances

Contractor should deposit all advances in an interest-bearing account. Any interest earned on LIHEAP advances shall be accounted for and expended pursuant to 22 CCR § 100855.

3. ALLOWABLE COSTS

A. Cost Reporting

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

**EXHIBIT B
(Standard Agreement)**

B. Administrative

1) General

a. Administrative costs shall not exceed the amounts as set forth in EXHIBIT B, BUDGET DETAIL AND PAYMENT PROVISIONS, Attachments I and II. Contractor shall not use funds provided under this Agreement to cover administrative costs incurred in the Community Services Block Grant (CSBG) in excess of the CSBG contractual limitations.

b. Administrative Costs shall mean actual costs for auxiliary functions such as salaries, wages, workers compensation, and fringe benefits for administrative staff, facilities, utilities, equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, and like services necessary to sustain the direct effort involved in administering a grant program or an activity providing services to the grant program.

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

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

4) Assurance 16, ECIP, and HEAP

Administrative costs for Assurance 16, ECIP, and HEAP shall not exceed the amount as set forth on the funding information page attached to the face sheet of this Agreement and is contingent upon the expenditure of cumulative allowable expenditures for Assurance 16, ECIP and HEAP.

5) Weatherization

Weatherization administrative costs shall not exceed eight percent (8%) of the total Weatherization budget expenditures.

6) Travel

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

EXHIBIT B
(Standard Agreement)

C. Program Costs

1) General

Program costs are all allowable costs other than Administrative Costs. Program costs include those actual costs that are directly attributable to the performance of this Agreement and that are reasonable and necessary as determined by CSD for the purpose of delivering services.

2) Outreach

Outreach shall be allocated at five percent (5%) each of the Weatherization, ECIP Consideration/Nonconsideration, and HEAP Consideration/Nonconsideration budgets based on the Interim Allocations and/or subsequently the Final Allocation. Reimbursement shall be limited to actual expenditures utilized for Outreach not to exceed the Final Allocation.

3) Intake

Intake shall be allocated at two percent (2%) of the Weatherization Budget and two percent (2%) of the ECIP/HEAP Consideration/Nonconsideration Budget based on the Interim Allocations and/or subsequently the Final Allocation. Reimbursement shall be limited to actual cost up to two percent (2%) of Final Allocation. Intake in excess of two percent (2%) may be charged as an administrative cost not to exceed allowable administrative cost maximum.

4) Assurance 16 Costs

Assurance 16 shall be allocated at five percent (5%) based on the Interim Allocations and/or subsequently the Final Allocation. Reimbursement shall be limited to actual cost up to five percent (5%), contingent upon the expenditure of the Final Allocation.

5) Direct Program Activities

Direct Program Activities shall mean those costs associated with the installation of measures to those dwellings weatherized and reported as completed, to include labor, materials, subcontractors, disposal fees, permits, HERS raters, lead-safe weatherization materials, and travel.

EXHIBIT B
(Standard Agreement)

6) ECIP Emergency Heating and Cooling Services (EHCS)

ECIP EHCS shall mean those costs associated with emergency heating and cooling repair and replacement services and other related costs, including costs associated with disposal fees, permits, Home Energy Rating System (HERS) raters, lead-safe weatherization materials, and travel, all as further defined by the ECIP Policy and Procedures at EXHIBIT F, ATTACHMENT I, and also pursuant to the SWEATS Policy at EXHIBIT F, ATTACHMENT II when authorized by CSD.

7) Workers Compensation

Workers Compensation shall mean those actual costs associated with workers compensation coverage for program staff whose salaries and wages are chargeable under program costs. Workers Compensation for salaries and wages of staff chargeable under administrative costs shall be reimbursable at actual costs under administrative costs.

8) Liability Insurance

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

9) Training - Weatherization and ECIP-EHCS

- a. Training and technical assistance shall be allocated at two percent (2%) of the total Weatherization allocation and at two percent (2%) of the total ECIP/HEAP Consideration Allocation based on the Interim Allocations and/or subsequently the Final Allocation. Reimbursement shall be at actual cost up to two percent (2%) of the Weatherization allocation and up to two percent (2%) of the ECIP/HEAP Consideration allocation.
- b. If Contractor determines that an increase in the allowable allocation for training and technical assistance is needed to cover the cost of ServTraQLITE or related automation training as specified below, then Contractor must obtain prior approval from CSD to allocate more than two percent (2%) of the Weatherization and two percent (2%) of the ECIP/HEAP consideration allocation for training and technical assistance.
- c. Associated training and technical assistance costs may include costs related to: travel, admission, materials, and actual salaries/wages. On-the-job training is not reimbursable when the

**EXHIBIT B
(Standard Agreement)**

labor hours associated with the training are charged to a Weatherization measure for reimbursement.

- d. Training and technical assistance shall include costs associated with the completion of Weatherization-related training such as: Lead-Safe Weatherization Training, Basic Weatherization Training, Environmental Hazardous Training, Blower Door Diagnostic Training, and Combustion Appliance Safety Training. Training may also include internal contractor training, safety training, attendance of weatherization-related training to include ServTraqLITE or other forms of training to aid in the development and skill of staff in utilizing and supporting internal program automation systems, and/or workshops sponsored by utility companies, Department of Energy (DOE), CSD, and/or other organizations offering a component of weatherization training.

10) Vehicle and Equipment

Acquisition Costs shall mean the actual costs associated with the purchase of vehicle and equipment over \$5,000 per unit.

4. REIMBURSEMENT GUIDELINES

A. Claims for Reimbursement

Pursuant to the federal block grant and applicable regulations, Contractor may only claim reimbursements for actual, allowable, and allocable direct and indirect costs. For administrative efficiency during the term of this Agreement, CSD has incorporated fixed fees and other mechanisms for Contractor to use to seek reimbursement for various program services and activities on a monthly basis. At the end of the term of this Agreement, Contractor shall report actual costs incurred for actual expenditures up to any applicable maximum amounts set by this Agreement. Any reimbursements received over and above Contractor's actual costs shall be reported as Excess Income, pursuant to the procedures in Close-Out Report, Section 5.(C) below.

B. Assurance 16

- 1) Assurance 16 costs and its related services include those actual costs that are directly attributable to the performance of this Agreement and that are reasonable and necessary as determined by the State for the purpose of delivering services. Assurance 16 costs shall include needs assessment, client education, budget counseling, and coordination with utility companies.

EXHIBIT B
(Standard Agreement)

- 2) Contractor may claim Assurance 16 costs for client education only once when LIHEAP and DOE funds and services are provided concurrently in the same unit.
- 3) Contractor may claim Assurance 16 costs for the occupants of each eligible unit not previously weatherized. Additionally, Contractor will be allowed to claim Assurance 16 costs when a safety check of combustion appliances reveals safety hazards that preclude tightening of the envelope.
- 4) Contractor shall not claim Assurance 16 costs for client education unless the dwelling was previously weatherized by nonfederal funds, i.e., regulated or nonregulated utility companies, private-sector funds, etc., or by a weatherization service provider not associated with the provisions of this Agreement. If such circumstances exist, Contractor shall conduct client education and shall claim Assurance 16 costs for the occupants of each eligible unit previously weatherized.

C. Wood, Propane, and Oil Assistance

- 1) HEAP WPO

Contractor may claim reimbursement for HEAP WPO expenditures and activities expenditures as required in accordance with the terms of this Agreement.

- 2) ECIP WPO

Contractor may claim reimbursement for ECIP WPO expenditures (excluding ECIP Fast Track) as required in accordance with the terms of this Agreement.

D. Weatherization and EHCS Specific

- 1) Contractor may claim reimbursement for Weatherization-related activities under the terms of this Agreement as documented on the Weatherization Building Assessment and Job Checklist (CSD 540) or Contractor's equivalent for each eligible household not previously weatherized.
- 2) Contractor shall ensure that duplicate billings for the same product or service do not occur.
- 3) Maximum Reimbursements
 - a. Contractor shall be entitled to obtain a maximum average reimbursement of \$3,055 per dwelling unit weatherized for

**EXHIBIT B
(Standard Agreement)**

applying the energy conservation measures and activities described in EXHIBIT B, BUDGET DETAIL AND PAYMENT PROVISIONS, ATTACHMENT V, Reimbursement Rates for Weatherization and EHCS Activities.

- b. In the event that the Governor declares a State of Emergency or Local Emergency under Article 13 or 14 of the Emergency Services Act or any federal official declares an emergency pursuant to 42 UCS 8622(1), the maximum average reimbursement shall be \$3,514 per dwelling unit.
- c. For emergency ECIP EHCS provided outside Contractor's normal business hours of operations, Contractor may exceed the maximum cost limits allowed for repair and replacement services. Contractor shall not request reimbursement for more than one heating and/or cooling unit repaired or replaced per household.

4) Measure Reimbursement

a. General

- i. Reimbursement for Weatherization or EHCS activities shall be claimed only once when LIHEAP and DOE WAP, or any other funding source, are used concurrently in the same unit.
- ii. Contractor shall not leverage any measures with DOE ARRA until such time that this Agreement is amended to include provisions for complying with Davis-Bacon requirements associated with DOE ARRA funding.
- iii. Contractor may divide the material cost of a single-measure between LIHEAP, DOE, or other CSD program excluding DOE ARRA when the single-measure in question is installed in a dwelling where Weatherization or EHCS services are provided concurrently under these programs.
- iv. For weatherized dwellings where DOE and LIHEAP weatherization services are provided concurrently, Contractor may leverage material and labor costs under multiple LIHEAP and DOE weatherization contracts excluding DOE ARRA for each weatherization measure described in EXHIBIT B, ATTACHMENT IV, and the following guidelines:

EXHIBIT B
(Standard Agreement)

- (a) Single Quantity Fixed-Fee Measures – are those weatherization measures described in EXHIBIT B, ATTACHMENT IV, with an assigned fixed-fee reimbursement and limits the maximum quantity of the measure/service to a single item per weatherized dwelling. Such measures can only be performed and charged to a single CSD program and cannot be further leveraged or split with another CSD contract or non-CSD funding source.

- (b) Multiple Quantity Fixed-Fee Measures – are those weatherization measures described in EXHIBIT B, ATTACHMENT IV, with an assigned fixed unit price per measure and provides for the installation of multiple quantities of the measure in a single weatherized dwelling. Such measures may be leveraged with multiple CSD contracts excluding DOE ARRA within a single weatherized dwelling provided the combined quantities reported to each contract does not exceed the maximum per dwelling quantity for the individual measure. Contractor cannot further leverage or split the fixed-fee price for these measures with another CSD contract or another non-CSD funding source.

- (c) Labor and Material Single Quantity Measures – are those weatherization measures, described in EXHIBIT B, ATTACHMENT IV, where the reimbursement is based on the combined total of labor and material cost and the maximum quantity of the measure is limited to a single item per weatherized dwelling. Contractor may leverage the material and labor costs associated with the installation of these measures between multiple CSD contracts excluding DOE ARRA.

- (d) Labor and Material Measures – are those weatherization measures, described in EXHIBIT B, ATTACHMENT IV, where the measure reimbursement is based on the combined total of labor and material and the quantity of the measure itself is not limited to a specific amount per weatherized dwelling. Contractor may leverage the material and labor costs associated with the installation of these measures with multiple CSD

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contracts excluding DOE ARRA to perform the installation of this type of measure within a single unit provided the combined expenditure reported to each CSD contract does not exceed the dwelling maximum reimbursement for the individual measure. Contractor will be required to provide an accounting of labor, material, and for the quantities installed under each program.

- (e) Contractor's may leverage the material and labor costs for ECIP HCS activities in dwellings where ECIP HCS and weatherization services are provided concurrently under both DOE and LIHEAP contracts excluding DOE ARRA.

b. Measure Maximums

- i. For those Weatherization and EHCS measures that have an established maximum rate, the reimbursement amount shall be equal to the actual labor hours of Weatherization or EHCS crew members at the approved labor rate and the actual cost of the materials up to the maximum rate.
- ii. Weatherization or EHCS measure costs exceeding the maximum reimbursement limit cannot be offset by charging the cost difference to another weatherization measure, minor envelope repair, or another CSD program.
- iii. When costs for a measure exceed the maximum reimbursement allowed, Contractor shall obtain prior written approval from CSD to exceed the maximum cost reimbursement and/or quantity limit for weatherization and ECIP HCS measures as described in EXHIBIT B, ATTACHMENT IV. Otherwise, at the Contractor's discretion, Contractor may elect to not provide the weatherization measure/service in the event the total cost exceeds the maximum cost reimbursement.

c. Assessments and Diagnostics

- i. Contractor may claim reimbursement for dwelling assessment for each eligible household.
- ii. Contractor may claim reimbursement for dwelling assessment for each eligible unit not previously

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weatherized. For dwellings weatherized under this Agreement, Contractor may claim reimbursement for a modified dwelling assessment to perform reweatherization services during the useful life period of the initial dwelling assessment. Once the useful life term has expired for the initial or last performed dwelling assessment, Contractor may claim a full dwelling assessment to perform reweatherization services.

- iii. If a dwelling was previously weatherized under a nonfederal program, the dwelling and occupant eligibility must be recertified; therefore, Contractor may claim reimbursement for assessment of dwelling and charge for intake.
- iv. In the case of an unweatherized dwelling where the installation of measures was not feasible and/or the dwelling was not accessible to install measures, Contractor may claim reimbursement for any related assessments and/or diagnostic checks that were performed. Reimbursement for travel is not allowable.
- v. Contractor may claim reimbursement for dwelling assessment only once when LIHEAP and DOE funds are used concurrently in the same unit.
- vi. Reimbursement for diagnostic testing for work performed under ECIP EHCS shall be included in the appliance repair or replacement line item for which the testing was performed.

5) Labor Reimbursement

- a. Contractor shall use the approved labor rate for all Weatherization crew labor expenses related to the direct delivery of Weatherization and EHCS services. The approved labor rate includes travel time, down time, supervision, inspection, support staff hours, and related operating expenses; therefore, Contractor shall not bill additional labor hours for these costs.
- b. Contractor must be able to substantiate all actual labor hours and labor costs charged.

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- c. If Contractor compensates Weatherization or EHCS crew members using piecework as an alternative to hourly wages or salaries, Contractor shall contact CSD for instructions prior to commencing with services for the current program year.

- d. Actual Labor Hours
 - i. For measures that are not reimbursed by fixed fees, Contractor shall bill the number of actual labor hours associated with the installation of Weatherization and EHCS measures for the time spent at the job site.

 - ii. Contractor shall bill the actual labor hours incurred by Weatherization and EHCS crew members or other personnel associated with the direct facilitation of the disposal of appliances, the procurement of permits, and services performed by a HERS Program Rater.

- e. Other Labor
 - i. Labor hours for other personnel are billable only if there are no billable hours for Weatherization or EHCS crew members for these services. The approved labor rate will be allowable for Weatherization and EHCS crew members only.

 - ii. When the installation of a measure is subcontracted and there are no billable labor hours for Weatherization or EHCS crew members, Contractor shall bill, in addition to the subcontracted expenditure, actual labor hours incurred by other personnel associated with the direct facilitation of that subcontracted measure. The approved labor rate will not be allowable for other personnel under these circumstances. A modified fixed fee labor rate determined by the Contractor or actual labor costs shall be used. Any modified fixed fee labor rate that is to be used must be submitted for CSD for approval prior to requesting reimbursement for these costs.

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- iii. When the installation of a measure is subcontracted and there are billable labor hours for Weatherization or EHCS crew members who share in the installation of that subcontracted measure, Contractor shall bill, in addition to the subcontracted expenditure, the actual labor hours incurred by crew members at the approved labor rate.

6) Heating and Cooling Services (HCS/EHCS)

- a. If, during the course of repairing a defective unit, additional problems are found that would increase the cost of repairs to an amount beyond the established limits for repairs, Contractor may claim reimbursement for incurred costs related to the repair in addition to those costs associated with the replacement of the heating/cooling appliance.
- b. Dwellings in which a single appliance has been both repaired and replaced within the same Weatherization and/or ECIP EHCS component, or under a reweatherization call-back, Contractor may claim reimbursement for both the repair and the replacement of the appliance. Contractor shall report the single appliance as both a repaired and replaced appliance.
- c. For multi-unit dwellings with a common water heater, Contractor may claim reimbursement for only one water heater. Contractor may claim reimbursement for the actual number of water heater blankets used to wrap the common water heater. Contractor shall prorate the cost among all dwelling units within that building envelope.
- d. Duct repairs and replacements can only be charged to ECIP EHCS when provided in conjunction with emergency heating/cooling services performed under EHCS.

7) Other Program Reimbursements

- a. Permit and Disposal Fees

Permit and disposal fees are acceptable expenses and may be charged only once to ECIP EHCS, or LIHEAP Weatherization, or DOE Weatherization, per appliance or weatherization measure, per weatherized dwelling. Permit

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and disposal fee reimbursement includes crew member, subcontractor, or other personnel staff time and will be reimbursed based on the actual cost of the fee and actual labor hours.

b. Travel

Contractor shall be credited one round trip travel surcharge for any one dwelling weatherized or any one dwelling receiving assessments and diagnostic testing where weatherization services could not be provided due to client refusal or inability to gain access to the dwelling.

Contractor may claim mileage reimbursement for travel to Single Family Dwelling (SFD) and Multi-Unit Dwelling (MUD) Units in which travel exceeds a distance of 30 miles (one way) from Contractor's material storage site or headquarters. Contractor shall maintain records and source documentation in such a manner to substantiate mileage claims by individual dwelling weatherized. The following defines the conditions for mileage reimbursement applicable to dwellings weatherized:

i. Single Family Dwelling (SFD)

- (a) Contractor may claim one travel surcharge equivalent to one (1) labor hour plus \$18.00 for each completed, weatherized SFD Unit.
- (b) For SFD Units in excess of 30 miles (one way) from Contractor's material storage or headquarters, Contractor may claim mileage in addition to the SFD travel surcharge for each completed, weatherized SFD Unit. Contractor may claim mileage at a rate of \$.91 per mile for each mile in excess of 30 miles (one way) or 60 miles round trip. Mileage reimbursement is limited to a single round trip, per completed SFD Unit; and Contractor may only claim the travel surcharge, fuel surcharge, and mileage reimbursement upon the completion of the SFD Unit.

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- ii. Multi-Unit Dwelling (MUD)
 - (a) Contractor may claim one MUD travel surcharge of \$8.50 for each completed, individual, weatherized unit within a MUD complex.
 - (b) For MUD Units in excess of 30 miles (one way) from Contractor's material storage or headquarters, Contractor may claim mileage in addition to the MUD travel surcharge. Contractor may claim mileage at a rate of \$.91 per mile for each mile in excess of 30 miles (one way) or 60 miles round trip. Mileage reimbursement is limited to a single round trip per day, for travel to a MUD regardless of the number of individual completed units.
 - (c) All other travel-related expenses not directly related to the weatherization of dwellings are subject to reimbursement as described in EXHIBIT D, SPECIAL TERMS AND CONDITIONS, Section 1. Travel and Per Diem.

- iii. Lodging and Per Diem

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

- c. Overhead

All overhead costs shall be charged at actual costs to the appropriate monthly expenditure reporting line items. All other overhead costs without a reporting line item shall be included in the approved labor rate.

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d. Post-Weatherization Inspections

Contractor shall ensure that a total of 25 percent (25%) Post-Weatherization Inspections have been completed and that Contractor has not exceeded the maximum reimbursement amount allowable of 25 percent (25%) of the total weatherized dwellings per reporting period.

e. Clearance Inspections

Should a clearance inspection be required, agencies should defer the costs of the clearance inspection to the property owner and/or local housing authority. In many cases, the local housing authority has licensed inspectors and may possibly conduct a clearance inspection of a U.S. Department of Housing and Urban Development (HUD) unit free of charge. However, in those instances where the property owner and/or the local housing authority are unable to incur the costs of the clearance inspection, Contractors may seek a waiver allowing the cost of the inspection as a reimbursable activity. Waiver requests will be treated on a case-by-case basis and must be approved by CSD prior to beginning weatherization services. A copy of the clearance inspection must be placed and maintained in the client's file.

8) Dwelling Status

a. Completed Units

- i. Contractor shall not report a weatherized dwelling as completed nor shall Contractor request reimbursement for a weatherized dwelling until all weatherization measures identified during the dwelling assessment have been installed and completed. Contractor shall not bill for incomplete units or prematurely close a unit with outstanding measures in order to receive reimbursement for work completed. If there are measures found to be nonfeasible by crew members after the initial assessment, the reason for the nonfeasibility shall be documented in the client file and the dwelling shall be considered completed.

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ii. Contractor shall not report a dwelling as weatherized nor request reimbursement prior to the quality assurance certification confirming quality and completeness of work performed upon weatherized and EHCS dwellings.

iii. ECIP EHCS

Dwelling units receiving services under ECIP EHCS may be reported as completed and billed immediately upon the completion of ECIP EHCS and regardless to the completion of other weatherization measures installed within the same dwelling.

b. Unweatherized Dwellings

i. Contractor may claim reimbursement for outreach and intake for each eligible unit not previously weatherized. Additionally, Contractor will be allowed to claim reimbursement when a safety check of combustion appliances reveals safety hazards that preclude installation of measures.

ii. Contractor may claim reimbursement for weatherization activities as documented on the Weatherization Building Assessment and Job Checklist (CSD 540) or Contractor's equivalent for each eligible household not previously weatherized.

c. Previously Weatherized Dwellings

If the previous weatherization was performed under a nonfederal program or under this Agreement, the occupant eligibility must be certified; therefore, Contractor may claim outreach and intake costs.

d. Leveraging with Non-Federal Funding

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

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- i. Contractor may not claim duplicate reimbursement for the same services performed and energy conservation measures(s) installed under a CSD program with a non-federal program.
- ii. Contractor may not split Single Quantity Fixed Fee Measure under LIHEAP with any other funding source.
- iii. Contractor may not split LIHEAP or ECIP EHCS labor fees associated with a single measure with any other funding source.
- iv. Contractor may claim reimbursement for outreach and intake only once when DOE and LIHEAP funds are used concurrently in the same unit.

E. Severe Weather Energy Assistance and Transportation Services (SWEATS)

Reimbursement shall be in accordance with the SWEATS Policy, EXHIBIT F, ATTACHMENT II when specifically authorized by CSD.

5. REPORTING REQUIREMENTS

A. Monthly Reports

- 1) Contractor shall submit to CSD Contractor's expenditures and activities (excluding ECIP Fast Track and HEAP Electric and Gas) by entry into the web-based, Expenditure Activity Reporting System (EARS). The monthly reports shall be submitted on or before the fifteenth calendar day following the reporting period, irrespective of the level of activity or amount of expenditure in the preceding period.
- 2) Expenditures for Assurance 16, Intake, ECIP WPO, ECIP EHCS, SWEATS, and HEAP program costs shall be reimbursed through the LIHEAP Monthly EHA 16 Expenditure/Activity Report via EARS.
- 3) Expenditures for Weatherization shall be reimbursed through the LIHEAP Monthly Weatherization Expenditure/Activity Report via EARS.
- 4) All adjustments, if any, must be reported through EARS under the report period in which the expenditures occurred.
- 5) Contractor shall also submit to CSD the physical addresses for recipients of services under LIHEAP Weatherization, ECIP EHCS, ECIP WPO, and

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HEAP WPO for the monthly period in which the service activity occurred and reimbursement for the service activity is requested.

- a. Contractor shall submit the monthly reporting of client service addresses separately from the EARS monthly activity/ reimbursement reporting by completing the CSD 767, Monthly Service Address Report.
- b. The report shall be sent electronically to the CSD Help Desk at SART@csd.ca.gov on or before the fifteenth calendar day following the reporting period in which direct service activity occurs.
- c. The monthly EHA 16 Expenditure/Activity Report and the monthly Weatherization Expenditure/Activity Report will not be processed until CSD has reviewed and approved the Monthly Service Address Report.

B. CSD Review

- 1) CSD shall review Contractor's monthly reimbursement/activity reports and evaluate Contractor's performance related to program and fiscal operations and its demonstrated ability to effectively utilize all funds available under this Agreement.
- 2) The issuance of other CSD contracts, including reimbursement payments to the Contractor, shall be contingent upon timely receipt of the required reports and/or compliance of material requirements of this Agreement.

C. Close-out Report

Contractor shall submit on appropriate CSD forms, a close-out report, verifying all actual, allowable, and allocable costs earned during the term of this Agreement. Administrative costs, outreach, intake, and training and technical assistance shall not exceed the maximum allowable amounts. Administrative and Assurance 16 costs shall remain proportionate to the cumulative allowable program expenditures. Any administrative and Assurance 16 costs that exceed these limits shall be disallowed and returned to CSD within 90 calendar days after expiration of this Agreement. Subsequent payments, including advance payments, for LIHEAP or other CSD contracts shall also be contingent upon timely receipt of the close-out report of this Agreement.

- 1) The close-out report shall include the following forms:
 - a. Close-out checklist with authorized signature (CSD 733);

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- b. Excess Income/Interest Earned Reconciliation Report (CSD 733F);
and
- c. Equipment Inventory Schedule (CSD 733G).

2) Excess Income/Interest-Earned and Expended

Contractors shall use a CSD 733F, LIHEAP Excess Income and Interest Earned Close-out Reconciliation, to report actual costs, excess income and/or interest income earned and expended. Pursuant to CCR § 100840, any excess income generated as a result of actual costs being less than the fixed rate shall be used by the Contractor for any valid low-income energy assistance/weatherization activity in accordance with LIHEAP statutory and regulatory limits on expenditures subject to the maximum allowable limits for administrative costs, outreach, intake, and training and technical assistance. Upon request from CSD, Contractor shall provide an expenditure plan or other relevant information that demonstrates the allowable use of such excess income and/or interest income. Excess Income/Interest earned and expended are subject to the expenditure and reimbursement guidelines for the program year in which expenditures occur.

- 3) Any weatherization materials purchased with the funds under this Agreement and remaining at the expiration of this Agreement shall be credited against Contractor's weatherization materials expenditures under this Agreement and charged to whatever other weatherization program Contractor may have in effect. If Contractor has no other weatherization program in effect, the State shall be contacted for disposition instructions.

6. ENERGY COUNCIL TRAVEL

- A. The Department of Community Services and Development agrees to reimburse designated members of the Energy Council (EC), or their alternate if recognized by the Director of CSD and employed by the same Contractor, for travel expenses incurred in connection with monthly EC meetings with CSD. EC members represent their respective agencies or associations of California energy service providers who weatherize the homes of California's low-income households and assist them with payment of their utility bills. EC members share ideas with CSD on the effective delivery of LIHEAP for low-income persons.
- B. The approved travel expenses invoiced for the EC meetings will be reimbursed by the Department of Community Services and Development as part of CSD's State Operations Budget. The maximum reimbursement shall not exceed the total agreement amount of the allotment made to each participating agency.

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- C. For reimbursement of travel expenses incurred and upon receipt and approval of an invoice accompanied by a Travel Expense Claim, STD. 262, CSD agrees to reimburse EC members in accordance with the rates specified in 6.D. below. Travel claims submitted without an invoice will be returned.
- D. CSD will reimburse EC members for travel expenses only for attendance at meetings sponsored by CSD. EC members will be reimbursed for necessary travel expenses at rates not to exceed those applicable to nonrepresented State employees under current prevailing State Department of Personnel Administration Rules and Regulations, Section 599.619, dated July 1, 1997, and as amended from time to time. Receipts will be required for reimbursement.
- E. CSD shall reimburse EC members only for necessary travel expenses, including vehicle mileage, vehicle rental, or air fare; tolls; parking; and lodging.
- F. CSD shall not reimburse EC members for per diem (breakfast, lunch, or dinner).

7. ATTACHMENTS TO THE CONTRACT

The following documents are hereby attached to this Exhibit. Contractor shall complete the forms in Attachments I, II, and III and insert them into this Agreement upon execution of this Agreement, pursuant to Section 2.A. above.

- A. Attachment I 2010 LIHEAP WEATHERIZATION BUDGET (CSD 557D) and Instructions;
- B. Attachment II 2010 LIHEAP EHA-16 PROGRAM BUDGET (CSD 537E) and Instructions;
- C. Attachment III 2010 LIHEAP NONCONSIDERATION ALLOCATIONS (CSD 516);
- D. Attachment IV REIMBURSEMENT RATES FOR WEATHERIZATION AND EHCS ACTIVITIES.

**EXHIBIT B - ATTACHMENT I
2010 LIHEAP WEATHERIZATION BUDGET**

Contractor: Community Action Partnership of Riverside County		Contract Number: 10B-5631	Telephone Number: 951-955-4900
Class "B" Contractor's License No.: 1) 768277; 2)845883; 3) 885220; 4) 931416; 5) 884275; 6) 710333; 7) 835016; 8) 854890; 9) 799746; 10) 864393	Name on License: 1) Ace & Sons ;2) BAB ConT.; 3) David Starrett; 4) Energy Services ; 5) Hopkins; 6) James D. Rest.; 7) Synergy; 8) Vasquez Group; 9) Atlantiis; 10) Hawaii Blue	Expiration Date: 1)9/30/11; 2) 9/30/10; 3)10/31/10; 4) 4/30/11; 5) 9/30/10; 6) 12/31/11; 7) 3/31/11; 8) 2/28/11; 9) 9/30/11; 10) 5/31/11	
Prepared By: Godwin Aimua, Energy Manager	E-mail Address: Gaimua@capriverside.org	Fax Number: 951-955-0944	
10 - ADMINISTRATIVE BUDGET		COLUMN A	COLUMN B
1. Administrative Costs	\$ 28,275	\$ 47,125	
20 - WEATHERIZATION PROGRAM BUDGET			
1. Intake (2% of Section 30)	\$ 7,069	\$ 11,782	
2. Outreach (5% of Section 30)	17,672	29,453	
3. Training and Technical Assistance (up to 2% of Section 30)	7,069	11,782	
4. Direct Program Activities	293,356	488,926	
5. Liability Insurance	-	-	
6. Vehicle and Equipment - Acquisition Costs	-	-	
7. Workers' Compensation	-	-	
Total Program Costs (lines 1 through 7)	\$ 325,166	\$ 541,943	
30 - TOTAL BUDGET (Total of Section 10 and 20)	\$ 353,441	\$ 589,068	
40 - TOTAL HOUSEHOLDS	# 116	# 193	
50 - APPROVED LABOR RATE		\$	56.00

INSTRUCTIONS
EXHIBIT B – ATTACHMENT I, 2010 LIHEAP WEATHERIZATION BUDGET
CSD 557D (Rev. 12/21/09)

10 – ADMINISTRATIVE BUDGET

Line 1 – Administrative Costs - Enter the amount of funds allocated for all Administrative Costs for Columns A and B. Administrative costs includes salaries, wages, workers' compensation, and fringe benefits for administrative staff, accounting, audit, intake (intake in excess of 2% may be charged as an administrative cost), equipment, facilities, office equipment and supplies, telephone, training and travel for administrative staff, utilities, and miscellaneous expenditures.

20 – WEATHERIZATION PROGRAM BUDGET

Line 1 – Intake - Enter the amount of funds allocated for Intake activities in Columns A and B.

Line 2 – Outreach - Enter the amount of funds allocated for Outreach activities in Columns A and B, i.e., flyers, brochures, advertisements, etc.

Note: Outreach is 5% of the total Weatherization Program Budget, excluding carryover and administrative costs. For Column A, this amount is 5% of the Weatherization Program Budget to be paid to Contractor for the months of January through March (60% of the total Weatherization Program Budget). For Column B, this amount is 5% of the total remaining amount (40% of the total Weatherization Program Budget) to be paid contingent upon approval of a Weatherization Waiver as referenced in the contract.

Line 3 – Training and Technical Assistance - Enter the amount of funds allocated for weatherization-related training and technical assistance, both internal and external, in Columns A and B. Costs include actual labor costs, training materials, admissions, and travel expenditures. Training costs must not exceed 2% of the total Weatherization Program Budget.

Line 4 – Direct Program Activities - Enter the amount of funds budgeted for Direct Program Activities in Columns A and B. Include costs associated with the installation of measures including labor, materials, subcontractors, disposal fees and permits, and travel.

Line 5 - Liability Insurance - Enter the amount of funds budgeted for insurance bonds, general liability, vehicle insurance, and pollution occurrence insurance (if applicable) in Columns A and B.

Line 6 - Vehicle and Equipment - Acquisition Costs - Enter the amount of funds budgeted for acquisition cost of Vehicles and Equipment in Columns A and B. Include only those purchases that are over \$5,000 per unit.

Line 7 - Workers' Compensation - Enter the amount of funds budgeted for workers' compensation for program staff in Columns A and B. Do not include workers' compensation for salaries allocated to administrative costs.

Total Other Program Costs - Enter the sum of lines 1 through 7 for Columns A and B.

30 – TOTAL BUDGET

Enter the sum of Sections 10 and 20 for Columns A and B. Verify the total allocation as provided by CSD.

40 – TOTAL HOUSEHOLDS

Enter the number of households projected to be weatherized during the 2010 Program Year in Columns A and B.

50 – APPROVED LABOR RATE

Enter the CSD-approved Contractor Labor Rate.

**EXHIBIT B - ATTACHMENT II
2010 LIHEAP EHA-16 PROGRAM BUDGET**

Contractor: Community Action Partnership of Riverside County		Contract Number: 10B-5631	Telephone Number: 951-955-4900
Prepared By: Godwin Aimua, Energy Manager		E-mail Address: Gaimua@capriverside.org	Fax Number: 951-955-0944
10 - ASSURANCE 16 BUDGET			
1.	Assurance 16 Activities		\$ 117,814
20 - ADMINISTRATIVE BUDGET (ASSURANCE 16, ECIP, AND HEAP)			
1.	Administrative Costs		\$ 70,689
30 - INTAKE BUDGET (ECIP AND HEAP)			
1.	Intake (2% of ECIP/HEAP Consideration/Nonconsideration Allocation)		\$ 30,575
40 - OUTREACH BUDGET (ECIP AND HEAP)			
1.	Outreach (5% of ECIP/HEAP Consideration/Nonconsideration Allocation)		\$ 76,438
50 - ECIP/HEAP PROGRAM BUDGET			
1.	ECIP EHCS Cooling Service Repair/Replacement		\$ 20,266
2.	ECIP EHCS Heating Service Repair/Replacement		37,154
2a.	ECIP Water Heater Repair/Replacement		10,133
3.	ECIP EHCS Other Program Costs		-
4.	ECIP Wood, Propane, and Oil		27,022
5.	Severe Weather Energy Assistance and Transportation Services (activated by CSD)		13,511
6.	HEAP Wood, Propane, and Oil		-
7.	Liability Insurance		-
8.	Training and Technical Assistance (up to 2% of ECIP/HEAP consideration lines 1 through 7)		-
9.	Vehicle and Equipment		-
10.	Workers' Compensation		-
	TOTAL ECIP/HEAP Program Budget (Total of Section 50, Items 1-10)		\$ 108,086
60 - TOTAL BUDGET (Total of Sections 10, 20, 30, 40, and 50)			\$ 403,602
70 - ECIP PROGRAM HOUSEHOLDS			
1.	ECIP EHCS Cooling Service Repair/Replacement	#	13
2.	ECIP EHCS Heating Service Repair/Replacement	#	23
3.	ECIP EHCS Water Heater Repair/Replacement	#	20
4.	ECIP Wood, Propane and Oil Households	#	53
	TOTAL ECIP Program Households (Total of Lines 1 through 4)	#	109
80 - HEAP WOOD, PROPANE, AND OIL HOUSEHOLDS			# 89
90 - APPROVED LABOR RATE			\$ 56

INSTRUCTIONS
EXHIBIT B – ATTACHMENT II, 2010 LIHEAP EHA-16 PROGRAM BUDGET
CSD 537E (Rev. 12/21/09)

10 – ASSURANCE 16 PROGRAM BUDGET

Line 1 – Assurance 16 Activities - Enter the amount of funds allocated for Assurance 16 Activities.

20 – ADMINISTRATIVE BUDGET (ASSURANCE 16, ECIP, AND HEAP)

Line 1 – Administrative Costs - Enter the amount of funds allocated for Administrative Costs. Administrative costs include salaries, wages, workers' compensation, and fringe benefits for administrative staff, accounting, audit, intake (intake in excess of 2% may be charged as an administrative cost), equipment, facilities, office equipment and supplies, telephone, training and travel for administrative staff, utilities, and miscellaneous expenditures.

30 – INTAKE PROGRAM BUDGET (ECIP AND HEAP)

Line 1 – Intake - Enter the amount of funds allocated for Intake activities.

40- OUTREACH BUDGET (ECIP AND HEAP)

Line 1 – Outreach – Enter the amount of funds allocated for outreach and related services.

50 – ECIP/HEAP PROGRAM BUDGET

Lines 1 through 11 – ECIP/HEAP Program Budget Line Items - Enter the amount of funds budgeted for ECIP EHCS Cooling Service Repairs and Replacements, ECIP EHCS Heating Service Repairs and Replacements, ECIP EHCS Water Heater Repair/Replacement, ECIP EHCS Other Program Costs (includes disposal fees, travel credit, HERS Rater etc.), ECIP Wood, Propane, and Oil payments, Severe Weather Energy Assistance and Transportation Services, and HEAP Wood, Propane, and Oil payments. Enter the amounts budgeted for liability insurance, training and technical assistance (limited to 2% of the total ECIP/HEAP consideration allocation), vehicle and equipment (include those purchases that are over \$5,000), workers' compensation, and energy education workshops.

Total ECIP/HEAP Program Budget – Enter the sum of Sections 1-10.

60 – TOTAL BUDGET

Enter the sum of Sections 10 and 50.

70 – ECIP PROGRAM HOUSEHOLDS

Lines 1 through 3 – ECIP Program Households - Enter the number of projected households for ECIP EHCS Cooling Source Repairs and Replacements, ECIP EHCS Heating Source Repairs and Replacements, and ECIP Wood, Propane, and Oil.

Total ECIP Program Households - Enter the sum of lines 1 through 4.

80 – HEAP WOOD, PROPANE, AND OIL HOUSEHOLDS

Enter the number of projected households for HEAP Wood, Propane, and Oil to be served.

**EXHIBIT B - ATTACHMENT III
2010 LIHEAP NONCONSIDERATION ALLOCATIONS**

Contractor: Communy Action Partnership of Riverside	Contract Number: 10B-5631	Telephone Number: 951- 955-4900
Prepared By: Godwin Aimua, Energy Manger	E-mail Address: Gaimua@capriverside.org	Fax Number: 951-955-0944

90 - NONCONSIDERATION ECIP BUDGET

1	ECIP Electric and Gas (Fast Track) Allocation per County	
2		\$ 229,679
3		\$
4		\$
5		\$
6		\$
7		\$
8		\$
9	TOTAL	\$ 229,679

100 - NONCONSIDERATION HEAP BUDGET

1	HEAP Electric and Gas Allocations per County	
2		\$ 1,013,294
3		\$
4		\$
5		\$
6		\$
7		\$
8		\$
9	TOTAL	\$ 1,013,294

110 - NONCONSIDERATION HEAP ESTIMATED NUMBER OF HOUSEHOLDS

1	HEAP Electric and Gas Estimated Number of Households per County	
2	ECIP Electric and Gas (Fast Track) Allocation per County	# 738
3	HEAP Electric and Gas Allocations per County	# 3,431
4		#
5		#
6		#
7		#
8		#
9	TOTAL	# 4,169

The total amount allocated to the Nonconsideration program has been entered by CSD and is not made part of the total consideration for this Agreement but shall be for Contractor's use as described in EXHIBIT B, BUDGET DETAIL AND PAYMENT PROVISIONS, and EXHIBIT F, PROGRAMMATIC PROVISIONS.

Line No.	Measure	Type	Classification	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Reweathering - LIHEAP and ECI Measure Life (Replacement Cycle in Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	Labor/Mat - Quantity Limited	Labor/Mat - Non-Quantity Limited		
SECTION: Assessments/Diagnostics													
1	Dwelling Assessment	With Attic	ADS	LIHEAP		\$65 per assessment	1 assessment per dwelling	N				Modified dwelling assessment allowed within 4 years from original assessment	1
		Without Attic				\$40 per assessment							
2	Combustion Appliance Safety Test	Pre	ADS	LIHEAP		\$70 per test	1 assessment per reweatherized visit	N				Required if infiltration reduction measures (INF) are installed	
		Post				\$40 per test							
3	Blower Door Test		ADS	LIHEAP		\$75 per test	1 test per dwelling	N					2
4	Duct Leakage Test	Pre	ADS	LIHEAP		\$60 per test	1 test per dwelling	N					3, 10
		Post				\$50 per test							
5	Contractor Post-Weatherization Inspection		ADS	LIHEAP		Hourly Crew Labor Rate	3 hours per dwelling, 1 inspection per dwelling	N				N/A	4
							Total chargeable inspections not to exceed 25% of completed units						

Line No.	Measure	Type	Classification	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Reweathering - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	Labor/Mat - Quantity Limited	Labor/Mat - Non-Quantity Limited		
SECTION: Health and Safety													
6	Carbon Monoxide Alarm	Hard-Wired & Line-Cord Lithium Battery	HSM	LIHEAP	\$189 per dwelling \$135 per dwelling		1 occurrence per dwelling; no maximum quantity				Y - whole # only	4	5
7	Cooking Appliance Repair, Free Standing Range or Cook Top	Electric Natural Gas and Propane Other Types Not Listed	HSM	LIHEAP	\$375 or 50% of replacement		1 repair per dwelling		N			4	6, 7, 8
8	Cooking Appliance Replacement, Free Standing Range or Cook Top	Electric Natural Gas and Propane Other Types Not Listed	HSM	LIHEAP	\$750		1 replacement per dwelling		N			10	6, 7, 8
9	Cooling Repair	Multi-Unit Central System	HSM	LIHEAP, ECIP HCS	\$597 per MUD or 50% of replace.		1 repair per MUD unit/building		N			4	5, 6, 7, 8, 10, 20, 32
		AC Forced Air Unit (Split System)			\$1320 or 50% of replace		5, 6, 7, 8, 9, 10, 20, 21						
		AC Wall/Window			\$597 or 50% of replace.		5, 6, 8, 9, 10, 20, 21						
		Evaporative Cooler			\$550 or 50% of replace.		5, 6, 7, 9, 10						
10	Cooling Replacement	Multi-Unit Central System	HSM	LIHEAP, ECIP HCS	\$1194 per MUD		1 replacement per MUD unit/building		N			20	5, 6, 7, 8, 10, 20, 32
		AC Forced Air Unit (Split System)			\$2640		5, 6, 7, 8, 10, 20, 21						
		AC Wall/Window			\$1194		5, 6, 8, 10, 22						
		Evaporative Cooler Roof Evaporative Cooler Window/Wall			\$1100 \$936		5, 6, 7, 8, 10, 22						

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Reweathering - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	LaborMat - Quantity Limited	LaborMat - Non-Quantity Limited		
15	Water Heater Replacement	Multi-Unit Central System Electric Natural Gas and Propane	HSM	LIHEAP, ECIP HCS	\$980 per MUD \$980		1 replacement per MUD unit/building 1 replacement per dwelling		N		10	6, 7, 8, 10, 32 6, 7, 8, 10	
SECTION: Priority													
16	Attic Ventilation		INS	LIHEAP	\$355		1 occurrence per dwelling; no maximum quantity			Y	20	5, 15	
17	Caulking	Mobile Home	INF	LIHEAP		\$90 per dwelling	1 caulking per dwelling	N			4	16	
		Multi-Unit				\$45 per dwelling							
		Single				\$75 per dwelling							
18	Ceiling Insulation	R-value 11	INS	LIHEAP			1 occurrence per dwelling; no maximum quantity			Y	20		
		R-value 19											
		R-value 30											
		R-value 38											
19	Compact Fluorescent Lamps	Hard Wire	EBL	LIHEAP	\$170		2 lamps per dwelling 10 bulbs per dwelling		N		4	5, 27	
		Thread Based				\$10 per bulb							
20	Cover Plate Gaskets		INF	LIHEAP		\$33 per dwelling	1 occurrence per dwelling	N			20	16	
21	Duct Insulation		INS	LIHEAP		\$.95 per sq. ft.	1 occurrence per dwelling; no maximum quantity		Y		10	5	
22	Duct Repair and Replacement		INF	LIHEAP, ECIP HCS	\$1223		1 repair or replacement per dwelling		N		10	10	
23	Fluorescent Torchiere Lamp Replacement		EBL	LIHEAP	\$150		2 lamps per dwelling		Y - whole # only		4	5, 27	

EXHIBIT B, ATTACHMENT IV, REIMBURSEMENT RATES FOR WEATHERIZATION AND EHCS ACTIVITIES

Line No.	Measure	Type	Classification	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Reworkerization - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	Labor/Mat - Quantity Limited	Labor/Mat - Non-Quantity Limited		
24	Glass Replacement and Window Repair		INF	LIHEAP	\$525		1 occurrence per dwelling; no maximum quantity				Y - whole # only	10	17
25	Hot Water Flow Restrictor	Faucet Restrictor Low Flow Handheld Showerhead Low Flow Showerhead	HWR	LIHEAP		\$8 per restrictor \$35 per showerhead \$27 per showerhead	1 occurrence per dwelling; no maximum quantity				Y - whole # only	4	5
26	Kneewall Insulation	R-value 11 R-value 19	INS	LIHEAP			1 occurrence per dwelling; no maximum quantity				Y	20	
27	Minor Envelope Repair		INF	LIHEAP	\$1331; Disaster Relief \$3514		1 occurrence per dwelling				N	4	13, 16, 17, 18
28	Refrigerator Replacement	19 cu. ft. and below Over 19 cu. ft.	EBL	LIHEAP	\$1032 \$1187		1 replacement per dwelling				N	15	5, 20, 28
29	Sliding Glass Door	Repair Replacement	INF	LIHEAP	\$713 \$1425		1 repair per dwelling 1 replacement per dwelling				N	15	
30	Thermostat	Manual Programmable	HCM	LIHEAP		\$65 per thermostat \$157 per thermostat	1 thermostat per dwelling				N	10	5, 25, 27
31	Vent Cover, Interior	Evaporative Cooler/Air Conditioner	INF	LIHEAP		\$66 per cover	2 covers per dwelling				Y - whole # only	4	16

Line No.	Measure	Type	Classification	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Rework/Replacement - LIHEAP and EICP Measure Life Cycle in Full Years	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	Labor/Mat - Quantity Limited	Labor/Mat - Non-Quantity Limited		
32	Water Heater Blanket		HWR	LIHEAP		\$55 per blanket	1 blanket per dwelling	N				4	5
33	Water Heater Pipe Wrap		HWR	LIHEAP		\$3.90 per lin ft	1 occurrence per dwelling; no maximum quantity		Y			10	5
34	Weatherstripping	Hinged Door	INF	LIHEAP		\$44 per door	1 occurrence per dwelling; no maximum quantity		Y - whole # only			4	16
		Other											
35	Window Replacement		INF	LIHEAP	\$1238		1 occurrence per dwelling; no maximum quantity				Y - whole # only	10	17
SECTION: Optional													
36	Ceiling Fans		HCM	LIHEAP	\$176		1 occurrence per dwelling; no maximum quantity				Y - whole # only	10	5
37	Exterior Water Pipe Wrap		HWR	LIHEAP		\$3.90 per lin ft	1 occurrence per dwelling; no maximum quantity		Y			10	5
38	Floor Foundation Venting		INS	LIHEAP	\$360		1 occurrence per dwelling; no maximum quantity				Y	20	5, 15
39	Floor Insulation	> 36" clearance	INS	LIHEAP			1 occurrence per dwelling; no maximum quantity				Y	20	5, 24
		< 36" clearance											
40	Microwave Oven		EBL	LIHEAP	\$284		1 oven per dwelling			N		10	5, 23, 26

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Reweathering - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	Labor/Mat - Quantity Limited	Labor/Mat - Non-Quantity Limited		
41	Shadescreens		HWR	LIHEAP	\$500		1 occurrence per dwelling; no maximum quantity			Y		4	5
42	Shutters		INF	LIHEAP		\$6.00 per sq ft	1 occurrence per dwelling; no maximum quantity	Y				10	5
43	Storm Windows	Fixed, Glass Glazing	INF	LIHEAP	\$750	\$12.40 per sq ft	1 occurrence per dwelling; no maximum quantity	Y				10	16
		Fixed, Polycarbonate				\$18.40 per sq ft							
		Operable, Glass Glazing				\$13.90 per sq ft							
		Operable, Polycarbonate				\$21.40 per sq ft							
Other												16, 29	
44	Timer, Electric Water Heater		HWR	LIHEAP		\$112 per timer	1 timer per dwelling			N		4	5
45	Tinted Window Film		HWR	LIHEAP		\$3.30 per sq ft	1 occurrence per dwelling; no maximum quantity	Y				4	5
46	Wall Insulation, Stucco and Wood		INS	LIHEAP		\$1.05 per sq ft	1 occurrence per dwelling; no maximum quantity	Y				20	5
SECTION: Supplemental													
47	Disposal Fees		OTH	LIHEAP, ECIP HCS			No max. quantity				N	If incurred	
48	Permits		OTH	LIHEAP, ECIP HCS			No max. quantity				N	If incurred	
49	HERS Rater		OTH	LIHEAP, ECIP HCS			No max. quantity				N	If incurred	
50	Shop Fee		OTH	LIHEAP		\$10 per dwelling	1 fee per dwelling			N			30

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Reweathering - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	Labor/Mat - Quantity Limited	Labor/Mat - Non-Quantity Limited		
SECTION: SWEATS Loaned Appliances Program													
56	Portable Equipment Delivered on Loan to a Dwelling	Air Conditioner	SWE	SWEATS			No max. quantity				N		
		Evaporative Cooler											
		Heater											
		Fan											
		Generator											
Other													
57	Fuel for Generators		SWE	SWEATS			No max. quantity				N		

* Classification Key

ADS	Assessment/Diagnostics	INF	Infiltration Reduction Measure	OTH	Other Weatherization Measure
DIS	Disaster Relief	EBL	Electric Baseload Measure	SWE	SWEATS
HSM	Health and Safety Measure	HWR	Hot Water Measure	TRA	Travel Reimbursement Measure
INS	Insulation Measure	HCM	Heating Cooling Measure		

1	Unit assessments are charged for each completed unit in addition to applicable blower door and/or duct leakage testing.
2	Following a determination that no combustion byproduct hazards exist, pre-weatherization blower door testing for shell-sealing purposes is a mandatory activity on a minimum of twenty percent (20%) of the total SFD (1 to 4 units) including mobile homes, and a minimum of five percent (5%) of MUD (5 or more units) weatherized under this Agreement. Blower door diagnostic testing shall be proportional to the number of completed units for each quarter.
3	A duct leakage test using the Duct Blaster is a stand-alone test and may be performed in conjunction with the Blower Door Test for purposes of assessing outside air infiltration.
4	An inspection of twenty-five percent (25%) of the total number of dwellings weatherized under this Agreement must be completed in accordance with CSD Inspection Policies and Procedures. Reimbursement shall not exceed the maximum twenty-five percent (25%) limit. A maximum of 25% of the total dwellings reported in a reporting period shall be inspected and shall continue through the contract term. If due to rounding the number of required inspections does not equal 25%, the number of required inspections performed shall be rounded up and the maximum reimbursement limit will be increased accordingly. Reimbursement is allowable for the actual labor hours of the inspection activity including travel at the approved labor rate, up to a maximum of three hours per dwelling.
5	If a combustion appliance safety hazard or other unsafe conditions requiring repair is found to exist and cannot be repaired under the scope of the program, Contractor may apply the non-envelope sealing measures identified by this note.
6	Must be classified as mandatory if a gas or electrical safety hazard exists. Age of the appliance cannot be used as a criterion for replacement.
7	If required by the local jurisdiction, a building permit must be obtained and finalized for vented appliance installations (Furnace, Boiler, Water Heater, Cook Top and Free Standing Range, and Vented Space Heater), Evaporative Cooler, Central HVAC, and Wood-Fueled
8	Special licensing is required for the installation of Central HVAC systems, Furnace, and Boilers. Special licensing may also be required for the installation and/or repair of Evaporative Cooler, Oven Cook Top and Free Standing Range, Vented Space Heater, Air Conditioning, and Gas and Electric Water Heaters, if two or more weatherization measures are not installed in a single unit. Electrical wiring upgrade/replacement and knob-and-tube wiring certification will always require a C-10 license.
9	Repairs include cleaning and filter replacement.
10	These maximums apply to heating and cooling source and water heater repairs and replacements under ECIP EHCS with the exceptions as noted in EXHIBIT B, BUDGET DETAIL AND PAYMENT PROVISIONS, Section 4. REIMBURSEMENT GUIDELINES, C. Weatherization and EHCS Specific, item 3). Duct repair and replacement is an allowable stand-alone measure when needed or triggered by Title 24 regulations under the weatherization program only. However, duct repairs and replacements can only be charged to ECIP EHCS when provided in conjunction with heating/cooling services billed to EHCS when required under Title 24.
11	Costs that exceed the maximums in other categories of cooling and heating repairs and replacements cannot be charged to the line items reserved for other types of cooling and heating units not already listed.
12	Propane furnace repairs and replacements shall be reimbursed under Other Types Not Listed.
13	Energy Conservation Measures and Activity Definitions are included in the CSD weatherization installation standards, and EXHIBIT G, DEFINITIONS.
14	A wood-fueled space heater may only be installed if it is to be used to replace a fossil-fueled space heater and/or damaged or hazardous wood stove that cannot feasibly be repaired, i.e., cost of repair exceeds thirty percent (30%) of replacement cost or existing unit is not a listed and labeled stove.
15	Per dwelling, attic and floor foundation venting may only be performed in conjunction with ceiling and floor insulation, respectively.
16	When using a blower door in conjunction with weatherizing a dwelling, do not apply these measures if the infiltration is less than the Minimum Ventilation Requirement or if the economic stop point for air sealing has been reached. Does not apply to catastrophic leaks that are health and safety hazards, e.g., broken-out window, severely damaged door, etc.
17	Costs that exceed the maximums in Glass Replacement and Window Repairs cannot be charged to Minor Envelope Repair or Window Replacement. The maximum reimbursement for Window Replacement is an average of all dwellings receiving new windows. If costs should occur such that the average maximum is exceeded for Window Replacements, the additional costs cannot be charged to Minor Envelope Repair or Glass Replacement and Window Repairs.
18	When installing a Minor Envelope Repair Measure, the installation of deadbolt locks in conjunction with an exterior door replacement is allowable on rental units only. Reimbursement will be based on the material costs for the door, the deadbolt lock, and the labor.
19	Includes sliding glass doors. Does not include weatherstripping applied to attic and crawl space access hatches, to evaporative-cooler and air-conditioner covers, or to open combustion appliance enclosure doors. Expenditures for weatherstripping applied to covers and enclosure doors shall be charged under the appropriate appliance repair line item. When insulation is not installed, applies to access hatches and windows.
20	Technicians performing evacuation and charging of refrigerant must have EPA-approved certification as a Type II or Universal technician. Refrigerant shall be recovered, and all hazardous waste materials shall be disposed of in conformance with federal, state, and local codes.
21	Do not perform if dwelling has an operable evaporative cooler.
22	Electric Base Load Measures: Special training is a mandatory prerequisite for Contractors before performing Evaporative Cooler Installation and Window/Wall Air Conditioner Replacement. Contractor must contact CSD to schedule training.
23	Cabinet retrofits are only allowed for built-in microwaves that have been replaced and are reimbursable under Minor Envelope Repair.

FOOTNOTES SECTION

24	Crawl space height shall be documented on the Weatherization Building Assessment and Job Order Sheet (CSD 540).
25	Manual Thermostats may be installed only if the old thermostat is inoperable and may be installed in lieu of Programmable Thermostats if it is determined that the client receiving such services will not be able to operate and maintain the Programmable Thermostat properly.
26	Microwaves may be installed in dwellings with gas cooking appliances.
27	Contractors shall ensure the proper disposal of hazardous wastes products such as fluorescent light tubes, batteries, and mercury thermostats in accordance with the Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program); Final Rule.
28	CSD Policies and Procedures for electric base-load measures state that a replacement refrigerator may be replaced only if it was manufactured in 1992 or earlier. Documentation in the client file shall contain the manufacturer, make, and model and age of all replaced refrigerators. Age must be verified utilizing the Refrigerator Energy Use Data at www.waptac.org or other applicable resources per Interim Policies and Procedures and Standards, June 2005.
29	May be used by those Contractors that find that the per-square-foot rate under the other storm window categories is too high in comparison to the actual cost of materials within its service area.
30	Shop fees are used to cover incidental supplies that are difficult to track. Shop fees are allowed once per weatherized dwelling. Shop fees are not applicable for ECIP EHCS or reweatherized dwellings.
31	Only mileage exceeding a 60-mile round trip to the job site is reimbursable. Mileage is allowed once per weatherized dwelling.
32	The total cost per unit must be allocated to all units in the building being served by the central unit. Total costs of the central unit is subject to the sixty-six percent (66%) or fifty percent (50%) eligibility rule used to weatherize all units in a building.
33	Repairs and replacements are allowable on pre-existing and vented kitchen exhausts. New vented kitchen exhausts may be installed where one was not existing in mobile homes only.
34	One lodging and per diem claim filed for each dwelling is not limited by the number of crew members on the out-of-town job(s) and/or the number of nights required to stay to complete the out-of-town job(s). It is limited, however, to one trip by a crew for each weatherized or reweatherized dwelling. If more than one dwelling is weatherized during the single trip, the cost must be prorated among those units and shall be limited to that single trip.

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS GTC - 307

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

EXHIBIT C
(Standard Agreement)

8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor 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 (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor 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. Contractor 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.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

10. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
11. **TIMELINESS:** Time is of the essence in this Agreement.
12. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
13. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
14. **CHILD SUPPORT COMPLIANCE ACT:** "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a) The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in

EXHIBIT C
(Standard Agreement)

Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

- b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.”
- 15. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
- 16. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. **TRAVEL AND PER DIEM**

- A. Contractor's employee travel costs and per diem reimbursement rates shall be reimbursed based on the Contractor's policies and procedures not to exceed federal per diem requirements and in compliance with all other provisions of this Agreement related to travel costs.
- B. In absence of a travel policy, Contractor shall defer to the rules and regulations established in the California Code of Regulations Sections 599.615 through 599.638 and be reimbursed in accordance with the definitions, terms, and provisions contained therein.

2. **CERTIFICATIONS**

- A. Contractors' signature affixed hereon shall constitute a certification that to the best of its ability and knowledge it will, unless exempted, comply with the provisions set forth in the following:
 - 1) Drug-Free Workplace Requirements, Contract Certification Clauses 307 (CCC-307)
 - 2) National Labor Relations Board Certification (CCC-307)
 - 3) Expatriate Corporations (CCC-307)
 - 4) Domestic Partners (CCC-307)
 - 5) Contractor Name Change (CCC-307)
 - 6) Resolution (CCC-307)
 - 7) Air or Water Pollution Violation (CCC-307)
 - 8) Information Integrity and Security (Department of Finance, Budget Letter 04-35)
 - 9) Safeguarding Against and Responding to a Breach of Security Involving Personal Information (Office of Information Security and Privacy Protection, Management Memo 08-11).
- B. The above documents are hereby incorporated by reference into this Agreement. To access these documents, please visit www.csd.ca.gov.

EXHIBIT D
(Standard Agreement)

C. Internal Control Certification

Contractor shall ensure the establishment and maintenance of a system of internal accounting and administrative control. This responsibility includes documenting the system, communicating system requirements to employees, and assuring that the system is functioning as prescribed and is modified, as appropriate, for changes in conditions. The system of internal accounting and administrative control shall be attested to within the Contractor's independent audit conducted pursuant to this Agreement and shall include:

- 1) Segregation of duties appropriate to safeguard state assets;
- 2) Limited access to agency assets to authorized personnel who require these assets in the performance of their assigned duties;
- 3) Authorization and recordkeeping procedures adequate to provide effective accounting controls over assets, liabilities, revenues, and expenditures;
- 4) Established practices to be followed in performance of duties and functions;
- 5) Personnel of a quality commensurate with their responsibilities; and
- 6) Effective internal reviews.

3. CONFLICT OF INTEREST

- A. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit that either directly or indirectly arises from this Agreement.
- B. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- C. Pursuant 45 CFR § 74.42 and 92.36, Contractor shall not provide LIHEAP services or activities to beneficiaries where there is an actual or perceived conflict of interest, unless CSD has provided prior written approval of either: a) Contractor's conflict of interest policies and procedures, or b) any individual service or activity that presents an actual or perceived conflict including but not limited to:

EXHIBIT D
(Standard Agreement)

- 1) Providing program services to Contractor's employees, officers, or other persons or entities with whom Contractor's employee or officer has family, business, or other ties; and
 - 2) Providing program services to owner-occupied or rental dwellings that are owned or managed by the Contractor, employees, or officers.
- D. To obtain prior written approval by CSD, Contractor must demonstrate that it will:
- 1) Follow all regular eligibility and prioritization requirements of the federal and State LIHEAP programs, as applicable to each service or activity;
 - 2) Comply with all dwelling eligibility requirements of this Agreement, including but not limited to rent increase and multiple dwelling restrictions;
 - 3) Substantiate the need for weatherization and EHCS services by completing a dwelling assessment for each individual dwelling unit served; and
 - 4) Consent to any further conditions if required by CSD. Failure to obtain prior written approval by CSD will result in costs being disallowed.

4. CODES OF CONDUCT

- A. Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts or subcontracts. No employee, officer, or agent of the Contractor shall participate in the selection, award, or administration of a subcontract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or parties to subagreements. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipients.
- B. Contractor shall not pay Federal funds received from CSD to any entity in which it (or one of its employees, officers, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein) has an interest. As ownership constitutes a

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financial interest, Contractor shall not subcontract with a subsidiary. Similarly, Contractor shall not subcontract with an entity that employs or is about to employ any person described in 45 CFR Part 92 (for states and local governments) and 45 CFR Part 74 (for nonprofit organizations) (Office of Management and Budget Circular A-110, section 42).

5. BOARD ROSTER, BYLAWS, RESOLUTION, AND MINUTES

- A. Upon execution of this Agreement, Contractor shall submit to CSD a current roster of members of its governing board's Executive Committee, including contact information for each Committee member at a location other than the Contractor's office, and the most recent version of the organizational bylaws. If Contractor is a nonprofit or public entity that qualifies as an eligible entity under the federal CSBG Act, then Contractor shall instead submit a roster, including contact information, of Executive Committee of the tripartite board. Contractor is responsible to notify CSD of any changes to the Committee roster within thirty (30) days of such occurrence.
- B. Contractor's governing board must authorize the execution of this Agreement. Contractor has the option of demonstrating such authority by direct signature by a Board member, or by any lawful delegation of such authority that is consistent with Contractor's bylaws.
- C. Where Contractor elects to delegate the signing authority to the chief executive officer, CSD will accept either a resolution specific to this Agreement or a resolution passed by the governing board that is more generally applicable to any CSD program contract or amendment. Where Contractor provides a general resolution, Contractor shall maintain documentation that the chief executive officer provided timely and effective communication of the execution and terms of this Agreement to the Board. Either a specific or current general resolution must be on file with CSD prior to CSD's finally executing this Agreement.
- D. Contractor shall submit to CSD the minutes from regularly scheduled meetings of the governing board and/or tripartite board no later than 30 days after the minutes are approved. Regularly scheduled meetings shall be in accordance with the board's bylaws.
- E. If the Contractor's board is both tripartite and advisory to the elected members governing a local government, the Contractor shall submit to CSD the approved minutes from any meeting of the elected officials where matters relating to this Agreement are heard, including but not limited to discussions about or decisions affecting the Low-Income Home Energy Assistance Program. Such minutes shall be submitted to CSD no later than 30 days after the related meeting.

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6. AUDITING STANDARDS AND REPORTS

A. Auditing Standards

Contractor must follow all audit requirements as set forth in this Agreement, including but not limited to this EXHIBIT D, Sections 4 through 7, OMB Circular A-133, and the CSD Supplemental Audit Guide, which is attached to this Agreement as EXHIBIT D, ATTACHMENT I. The 2009 Supplemental Audit Guide may be accessed at www.csd.ca.gov.

B. Audit Reports

- 1) Funds provided under this Agreement shall be included in an audit conducted in accordance with the provisions of OMB Circular A-133 for nonprofit and public agencies, standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in "Government Auditing Standards, 2007 Revision, as amended."
- 2) The financial and compliance audit report shall contain the following supplementary financial information: a combined statement of revenue and expenditures for each contract that presents, by budget line item, revenue and expenditures for the audit period and a description of the methodology used to allocate and claim indirect costs and any administrative cost pools.
- 3) The audit report must specifically mention that a review for compliance with OMB Circulars A-87 and A-122 was conducted.
- 4) Contractors shall submit to CSD one copy of the required audit report(s), and any management letter if issued by the accountant, within nine months of the end of the Contractor's fiscal year, accompanied by a copy of the signed, final engagement letter between Contractor and the independent auditor. Upon written request by the Contractor's independent auditor, which includes an explanation of why the audit cannot be submitted within nine months of the end of the Contractor's fiscal year, an extension may be granted by CSD Audit Services Unit for submittal of the audit report not to exceed an additional 30 calendar days from the original due date. The audit reports and supplementary financial information are to be submitted to the following address:

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

Local governmental agencies also shall submit the required number of copies of the audit report in accordance with the guidelines set by the Division of Audits of the State Controller's Office. Said reports are to be submitted to the following address:

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

- 5) In the event that an audit has not been timely submitted, CSD shall take appropriate action, including but not limited to withholding of advance payments and initiation of the suspension and termination procedures provided by State and federal LIHEAP law.

7. SUBCONTRACTS (CSD)

Contractor may enter into subcontract(s) to perform part or all of the direct services covered under this Agreement. Prior to the commencement of subcontracted services under this Agreement, Contractor shall obtain board approval, to include but not be limited to an assurance that the subcontractor agreement(s) shall comply with all terms, conditions, assurances, and certifications of this Agreement for the nonprofit and local governmental agencies performing services in the area(s) described in EXHIBIT A, SCOPE OF WORK, Section 2.

- A. Contractor shall provide written notification to the State within 60 calendar days of execution of each subcontractor agreement the name of the subcontractor entity, its address, telephone number, contact person, contract amount, and program description of each subcontractor activity to be performed under this Agreement.
- B. Contractor remains responsible to substantiate the allowable and allocable use of all funds under this Agreement and to adopt fiscal control and accounting procedures sufficient to permit the tracing of funds paid to any subcontractor to a level of expenditure adequate to establish that such funds have not been used in violation of this Agreement. Contractor shall ensure that any subcontracts under this Agreement contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor may achieve this through detailed invoices, by periodic monitoring of subcontractor's program activities and fiscal accountability, by retaining a right of reasonable access to the

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subcontractor's books and records, or by any other method sufficient to meet Contractor's responsibility to substantiate costs required by OMB Circulars A-87, 122, and 133.

- C. Contractor shall immediately notify subcontractor(s) in writing within five days of such action in the event the State suspends, terminates, and/or makes changes to the services to be performed under this Agreement.
- D. Contractor is the responsible party and shall remain liable for the performance of the terms, conditions, assurances, and certifications of this Agreement, without recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of subcontract agreement(s) entered into in support of this Agreement, including disputes, claims, or other matters of a contractual nature as well as civil liability arising out of negligence or intentional misconduct of the subcontract(s).
- E. Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

8. INSURANCE AND FIDELITY BOND

A. General Requirements

- 1) By execution of this Agreement, Contractor agrees that the below-required insurance policies and bond shall be in effect at all times during the term of this Agreement.
- 2) Contractor shall provide the State with written notice at least 30 calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Agreement.
- 3) In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide, at least 30 calendar days prior to said expiration date, a new Certificate of Insurance (ACORD 25) evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement. The Certificate of

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Insurance (ACORD 25) shall identify and name the State as the Certificate Holder.

- 4) New Certificates of Insurance are subject to review for content and form by CSD.
- 5) In the event Contractor fails to keep in effect at all times the specified insurance and bond coverage as herein provided, the State may, in addition to any other remedies it may have, suspend this Agreement.
- 6) With the exception of workers' compensation and fidelity bond, the State shall be named as additional insured on all certificates of insurance required under this Agreement.
- 7) The issuance of other CSD contracts, to include reimbursement payments, to the Contractor may be contingent upon required current insurance coverage being on file at CSD for this Agreement.

B. Self-Insurance

- 1) When Contractor is a self-insured governmental entity, the State, upon satisfactory proof, may waive the appropriate insurance requirements upon written certification. An appropriate county or city risk manager shall sign this certification that shall contain assurance of the adequacy of the governmental entity's ability to cover any potential losses under this Agreement.
- 2) Contractor shall specify in writing a list of which coverage(s) will be self-insured under this Agreement and shall list all applicable policy numbers, expiration dates, and coverage amounts.
- 3) In the case that the Contractor's self-insurance coverage does not contain any changes from the prior year, CSD will accept a certified letter signed by authorized personnel; stating that no changes have occurred from the last year. This letter is due at the time of contract execution or within 30 days of expiration of insurance.
- 4) Should Contractor utilize a subcontractor(s) to provide services under this Agreement, Contractor shall indemnify and hold the State harmless against any liability incurred by that subcontractor(s).

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C. Workers' Compensation Insurance

- 1) Contractor shall have and maintain for the term of this Agreement workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.
- 2) Contractor shall submit either an applicable Certificate of Insurance (ACORD 25) or a Certificate of Consent to Self-Insure issued by the Director of the Department of Industrial Relations to the State as evidence of compliance with the workers' compensation insurance requirement prior to issuance of an initial cash advance.

D. Fidelity Bond

- 1) Contractor shall maintain a fidelity bond in the minimum amount of four percent (4%) of the total amount of consideration set forth under this Agreement.
- 2) Contractor shall submit an applicable Certificate of Insurance (ACORD 25) to the State as evidence of compliance with the fidelity bond requirement prior to issuance of an initial cash advance.

E. General Liability Insurance

- 1) Contractor shall have and maintain for the term of this Agreement general liability and property damage insurance for a combined single limit of not less than \$500,000 per occurrence.
- 2) Contractor shall submit an applicable Certificate of Insurance (ACORD 25), naming CSD as an additional insured, to the State as evidence of compliance with general liability insurance requirements prior to issuance of an initial cash advance.

F. Vehicle Insurance

- 1) Contractor shall have and maintain for the term of this Agreement vehicle insurance in the amount of \$500,000 for each person and each accident for bodily injury and in the amount of \$500,000 for each person and each accident for property damage.
- 2) When employees use their own vehicles to perform duties within the scope of their employment, Contractor shall have and maintain for the term of this Agreement nonowned and hired-auto liability insurance in the amount of \$500,000 for each person and each accident for bodily injury

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and \$500,000 for each person and each accident for property damage.
(Driving to and from work is not within the scope of employment.)

- 3) Contractor shall submit an applicable Certificate of Insurance (ACORD 25), designating CSD as an additional insured, to the State as evidence of compliance with said vehicle insurance requirements prior to issuance of an initial cash advance.

9. COMPLIANCE MONITORING

- A. As the recipient of federal LIHEAP block grant funds under this Agreement, Contractor is responsible for substantiating that all costs claimed under this Agreement are allowable and allocable under all applicable federal and state laws, and for tracing all costs to the level of expenditure.
- B. As the administrator of the LIHEAP block grant for the State, CSD is required to ensure the funds allocated to Contractor are expended for the purposes identified in federal and state LIHEAP law, and for allowable and allocable costs under the applicable rules of the Office of Management and Budget.
- C. CSD is required to conduct onsite and follow-up monitoring of Contractor to ensure that Contractor meets the performance goals, administrative standards, financial management requirements, and other requirements of the federal and State LIHEAP program.
- D. CSD shall provide Contractor reasonable advance notice in writing of on-site monitoring reviews of Contractor's program or fiscal performance.
- E. Contractor shall cooperate with CSD program and audit staff and other representatives and provide access to all programs, records, documents, resources, personnel, inventory, and other things reasonably related to the administration and implementation of the services and activities funded directly or indirectly by this Agreement.
- F. In the event that CSD determines that Contractor is in noncompliance of material or other legal requirements of this Agreement, CSD shall provide the observations, recommendations, or findings in writing, along with a specific action plan for correcting the noncompliance.

10. NONCOMPLIANCE WITH REQUIREMENTS OF THIS AGREEMENT

- A. Consequences for Entities Not Meeting Terms of the Agreement

Contractor shall ensure that all requirements set forth in this Agreement are met, that all required documentation is submitted in a timely manner, and that any

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specific corrective action plans are fulfilled. In the event that prescribed timelines are not met or corrective action is not taken, it shall be deemed a material breach of this Agreement, and CSD shall take appropriate action, including but not limited to withholding of advance payments and initiation of the suspension and termination procedures provided by State and federal LIHEAP law and the provisions of this Agreement.

B. Suspension

- 1) The State may, upon reasonable notice to Contractor or Subcontractor, suspend this Agreement in whole or in part. In the case of Contractor's fraud or gross negligence, suspension without prior notice by the State is permissible.
- 2) If Contractor has failed to comply with the material terms of this Agreement, the State shall:
 - a. Notify the Contractor in writing by certified mail or personal service;
 - b. Specify the effective date of the suspension;
 - c. Specify the reasons for the suspension and what corrective action is expected;
 - d. Give a specified period of time in which to take corrective action; and
 - e. Inform the Contractor that if the corrective action is not taken within the specified time frame, the State will terminate the contract.
- 3) A suspension shall remain in effect until Contractor has taken corrective action satisfactory to the State.
- 4) New obligations, including costs for goods, services, or related expenses, incurred by Contractor under this Agreement during the suspension period will not be allowed unless expressly authorized by the state in the notice of suspension.

C. Special Conditions

- 1) CSD will implement Special Conditions on a progressive basis, which may include:

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- a. Additional training and technical assistance;
 - b. Additional reporting requirements; and
 - c. Formal high-risk designation and possible suspension and termination.
- 2) Based on the severity and frequency of the identified circumstances, CSD may impose any one or more Special Conditions. Should Special Conditions be warranted, CSD shall send the Contractor a written Notice of Special Conditions, which shall contain the following information:
- a. The nature of the Special Condition(s) and/or Sanction(s) being imposed;
 - b. The reason(s) for imposing Special Condition(s) and/or Sanction(s); and
 - c. The corrective actions that must be taken and the time allowed for completing them before CSD removes the Special Condition(s) and/or Sanction(s).

D. Termination

- 1) Either party may terminate this Agreement at any time prior to its date of expiration upon 30 calendar day's notice to the other party. Such notice shall be delivered to the other party in writing, stating the reason for termination and the effective date thereof.
- 2) Upon termination of this Agreement, the State, unless expressly granted in writing, shall not pay Contractor for any obligations incurred after the effective date of such termination. Contractor shall be paid for work performed prior to termination, as long as the work was performed according to the covenants contained herein at the time and in the manner provided herein.

E. Lien Rights

The State retains lien rights on all funds advanced.

11. APPEAL PROCESS WHEN SPECIAL CONDITIONS ARE IMPOSED

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

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12. AGREEMENT CHANGES

A. Amendment

- 1) A formal Amendment is required for changes to the term, total cost or Maximum Amount of this Agreement, scope of work, and formal name changes. No amendment to this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.
- 2) Contractor shall advise the State when proposed changes to the contract also affect the Program Budget.

B. Minor Modifications

- 1) Minor Modifications shall not affect the Maximum Amount payable under this Agreement.
- 2) Minor Modifications shall not affect the maximum limits set for specific line items under this Agreement, i.e., administrative costs, intake, outreach, and training and technical assistance.
- 3) Allowable modifications to this Agreement include:
 - a. Transferring of funds within each of the LIHEAP consideration programs and components, i.e., Weatherization, ECIP HCS, and/or ECIP/HEAP WPO.
 - b. Transferring of funds within the LIHEAP Nonconsideration program components, i.e., ECIP Fast Track and HEAP Electric and Gas.
 - c. Changes to the EXHIBIT H, 2009 AGENCY PRIORITY PLAN, WEATHERIZATION AND ECIP-EHCS.
- 4) Contractor may elect to transfer funds between each of the LIHEAP consideration programs and components, i.e., Weatherization, ECIP HCS, and/or ECIP/HEAP WPO.
 - a. Funding transfers that exceed the 25 percent (25%) maximum for Weatherization are prohibited.
 - b. Contractors will be required to provide justification and reasoning where the transfer of funds results in program funding allocations

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that deviate from the statewide program funding ranges outlined below:

ECIP Expenditures	Statewide Range
ECIP Fast Track	7% - 42%
ECIP WPO	1% - 21%
ECIP HCS	1% - 30%

C. Time Restriction

After March 15 of each program year, Contractor shall offer Energy Crisis Intervention Program services, as specified in EXHIBIT H, 2009 AGENCY PRIORITY PLAN, WEATHERIZATION AND ECIP-EHCS or may request an amendment to reallocate any unspent ECIP funds into direct assistance payment services (HEAP – Electric and Gas, and WPO).

D. Process

If Contractor intends to request a contract amendment and/or modification, Contractor shall submit a Request for Amendment/Modification Energy, CSD 509, an updated budget if applicable, and a justification supporting the funds transfer request. Contractor shall assure that the request is submitted to CSD no later than 45 calendar days prior to the expiration date of this Agreement. Contractor may submit the signed request for amendment/modification to CSD via fax and/or mail.

13. SPECIAL PROVISIONS – PERFORMANCE-BASED REQUIREMENTS

- A. Adequate fiscal performance will be the expenditure of one hundred percent (100%) of the total consideration and non-consideration allocations by June 30, 2010. Achievement of the following expenditure percentages shall occur as follows.

50% by September 30, 2009

75% by March 31, 2010

100% by June 30, 2010.

- B. CSD shall review Contractor's achievement of goals each month.

- C. At the conclusion of the 50% performance benchmark. CSD shall review Contractor's achievement of goals, and if they are not being achieved, CSD shall notify Contractor that contract goals are not being met and Contractor shall be required to provide an immediate resolution.

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- D. If the Contractor has previously been contacted regarding noncompliance and is found to have another monthly period of noncompliance, the Contractor shall be notified in writing that contract goals are not being met and that the Contractor has established a pattern of nonachievement of goals. Contractor shall have to meet all goals inclusive to the next one-month period.
- E. If, at the conclusion of the March 31, 2011 reporting period, the Contractor has not achieved 75% of the contract goals or has failed to meet contract goals after written notification disclosing noncompliance, the State shall enter negotiations with the Contractor to access a realistic capacity to expend the remaining funds and a determination may be made as to the viable amount of funds that will remain in the contract. If a determination results in unexpended funds becoming available, the State will redistribute such funds to an eligible performing Contractor within the general geographic region of the Contractor-of-record. In the event a performing Contractor does not exist in the general geographic region, then the State shall reserve the right to redistribute funds to a performing Contractor within the state. If negotiations result in a modified expiration of the contract, EXHIBIT B, BUDGET DETAIL AND PAYMENT PROVISIONS, Section 1., BUDGET, item A., shall prevail.
- F. The term of this agreement will be no longer than eighteen (18) months.

14. ATTACHMENT TO THE CONTRACT

The following document is hereby attached to this Exhibit.

Attachment I – 2009 Supplemental Audit Guide.

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT

P.O. Box 1947
Sacramento, CA 95812-1947
(916) 341-4200
(916) 341-4203 (FAX)
(916) 327-6318 (TDD)



To: All Community Service Block Grant, Low-Income Home Energy Assistance Program, Department of Energy, and Other Program Contractors

From: CSD Audit Services Unit

Date: June 1, 2009

SUPPLEMENTAL AUDIT GUIDE**Introduction**

The purpose of this 2009 Supplemental Audit Guide is to provide further instructions for the independent auditor and/or CPA firms that perform audits of agencies that contract with the California Department of Community Services and Development (CSD) to deliver programs. As specified in each program contract, all independent auditors and CPA firms must follow this Supplemental Audit Guide if the Contractor being audited is funded totally or in part by CSD contracts. This guide is not intended to be an auditing procedures manual but rather to further instruct the independent auditor and CPA firm in testing certain costs identified by CSD as needing more detailed disclosure.

The primary focus of this guide is auditing and reporting on specific items of costs funded by CSD contracts. The procedures outlined in this guide either clarify and complement or, exceed the requirements of Office of Management and Budget (OMB) Circular A-133.

Auditor's Judgment

Auditors performing the work according to this Supplemental Audit Guide must continue to exercise professional judgment. The auditor shall follow the procedures included in this audit guide unless, in the exercise of his or her professional judgment, the auditor determines that other procedures are more appropriate in particular circumstances. The auditor, however, must justify in writing any change from the audit procedures suggested by this Supplemental Audit Guide. The audit report must contain assurances that a review for compliance with OMB Circulars A-87 and A-122 was conducted.

Selected Items of Cost**Inventory System (All Contracts)**

1. The independent auditor or CPA firm must gather evidence to validate the inventory listed as an asset on the balance sheet.

2. The closeout report on CSD contracts requires an inventory listing on all items purchased with CSD contract funds.
3. Inventories listed on the balance sheet and on the CSD closeout reports must be verified that they physically exist, are owned (not leased), and are in operable condition.
4. Inventory listings must be accurately compiled in the inventory accounts. Inventories are to be properly stated at cost (except when the market rate is lower).

Subcontracts (All Contracts)

1. Subcontracts must be arms-length agreements and free of actual or apparent conflicts of interest. Validate and report to CSD. CSD-funded agencies should be aware that contracting with wholly owned subsidiaries might not be considered arms-length agreements. This is especially true where both boards have similar members.
2. Contractors are required to substantiate that all costs expended under subcontracts are allowable and allocable to the particular program pursuant to the same standards as the costs expended directly by the Contractor under the specific CSD contract. Document the Contractor's system of ensuring this level of accountability, and report to CSD.

Weatherization Crew Hours (LIHEAP and DOE Contracts)

Document the methodology the Contractor uses to capture the actual hours each weatherization worker spends on each house, specific work performed and address. If this data is maintained in an automated system, obtain and review system documentation.

1. Verify that the monthly report summaries used to report weatherization crew hours provide accurate information by selecting and testing a representative sample.
2. Trace the monthly report totals for weatherization labor hours to the Contractor's monthly expenditure reports and supporting source documents.

Prohibition on Lobbying

The independent auditor shall verify that no CSD contract funds were used to influence or attempt to influence an officer or employee of a state or federal government agency, or a member of Congress or the State Legislature, in connection with the awarding of any contract, grant, loan, or cooperative agreement.

System of Internal Control

Audits must include an examination of the systems of internal control. Internal control systems must be established to ensure compliance with laws and regulations affecting the expenditure of State and/or Federal funds, financial transactions and accounts, and the agency's process for submission of Contractor billings submitted to CSD for the performance of the contract.

The Contractor's accounting system must provide for accumulating and recording of expenditures by cost category (budget line items) shown in the approved budget. The independent auditor or CPA firm must give an opinion on the internal controls of the Contractor being reviewed.

Administrative Cost Cap

CSD contracts have an administrative cost cap. Administrative costs charged to each CSD contract must not exceed this cost. In addition, other Federal funds must not be used to exceed the total administrative cost cap charged to the CSD contract, unless specifically allowed by Federal statute.

Use of Indirect Cost Rates or Other Indirect Cost Methodology

1. A Federally Approved Indirect Cost Allocation Rate may be used for selected items of costs up to the maximum allowed by the CSD contract's administrative cost rate. Costs claimed for a specific line item in the budget cannot be reported as direct costs and also as indirect costs.
2. Validate the indirect cost rate or methodology and the application of the rate used by the Contractor.
3. Ensure compliance with OMB Circulars A-87 and A-122.

Basis for Allocation of Costs

1. The independent auditor or CPA firm must identify the Contractor's basis for allocating costs to CSD contracts. Costs charged to CSD contracts must be allocable, allowable, and based on actual expenses incurred by the Contractor for the CSD contract. Costs charged to the CSD contract must also have an approved contract budget line item.
2. Ensure Compliance with OMB Circulars A-87 and A-122.

Going Concern and Subsequent Events

The independent auditor or CPA firm must provide a "positive assurance" statement that any (significant) subsequent events, related directly or indirectly, that occurred after the final closeout report and single agency-wide audit are submitted to CSD do not materially affect the closeout report, as submitted by the Contractor. Additionally, the independent auditor or CPA firm must provide "positive assurance" whether or not the Contractor will continue as a going concern. Some examples are litigation settlement, bankruptcy, mergers, large loans, cash flow problems, etc.

Representation Letter

A Representation Letter between the independent auditor or CPA firm and the Contractor must be forwarded to CSD. The Representation Letter must be signed by the Contractor's controller (or equivalent) and either the Chair of the Audit Committee if it exists or the Executive Director.

Engagement Letter

In the event a Contractor is more than one month late in submitting the required independent audit report, the Contractor shall submit one copy of the finalized, signed Engagement letter between the Contractor and the Contractor's independent auditor or CPA firm.

Supplemental Statements

Beginning with the 1994 program year, CSD contract provisions have required the financial and compliance audit to include supplemental statements. These supplemental statements must be included as part of the package submitted to CSD with the single agency-wide audit for each fiscal year. CSD uses the above information to reconcile the audited costs to the costs reported by the Contractor.

The supplemental statements should be based on the budget line items contained in the contract. The supplemental statement must include the contract budget line items, expenditures for each budget line item by fiscal year, total audited costs and total reported expenses by budget line item. Please refer to Attachment Nos. 1 and 2 for examples of the format to use for the required supplemental statements.

Auditing Standards and Reports

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

Testing of Transactions

A sufficient number of items should be selected for review that represent all material costs categories. The audit should determine whether:

- a. Contractor's internal control over the contract is effective and working as intended;
- b. Reported program expenditures are allowable and allocable;
- c. Reported expenditures conform to funding or program limitations or exclusions;
- d. Reported expenditures are not charged to, or reimbursed by, other programs or funding sources;
- e. Transactions are properly approved, reported, and supported by source documents;
- f. Reported expenditures were incurred within the appropriate contract term; and
- g. Contractor complied with applicable laws, regulations, and contract requirements.

Identify American Recovery and Reinvestment Act of 2009 (ARRA) Funds

Contractors covered under the Single Audit Act and OMB circular A-133 must specifically identify ARRA funds on the SEFA by CFDA number, contract number, and by attaching the prefix "ARRA-" to the Federal program name. This information may be used by CSD to monitor the Contractor's expenditures of ARRA funds. In addition, the Contractor should maintain documentation to identify sub-award and project funded through the ARRA.

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ADDITIONAL PROVISIONS

1. **PROVISIONS FOR FEDERALLY FUNDED GRANTS**

A. Contractor certifies that it possesses legal authority to apply to the State for LIHEAP funds and assures compliance with the purposes as set forth in 42 USC 8621 et seq., as amended.

B. Eligibility to Receive Federally Funded Public Benefits

Pursuant to the 42 USC 1305 (Public Law 104-193, 110 Stat. 2168, Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA)) and Executive Order W-135-96, dated August 27, 1996, while in effect, applicants for federally funded public benefits are required to provide proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status. Contractor shall verify client eligibility in accordance with CSD Applicant Verification of Eligibility Procedures and Regulations, forms, and other written guidance provided by CSD.

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

2. **FEDERAL CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND RELATED MATTERS**

Contractor hereby certifies to the best of its knowledge that it or any of its officers:

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

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

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theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph B above of this certification; and
- D. Have not within a three (3) year period preceding this Agreement had one or more public (federal, state, or local) transactions terminated for cause or default.
- E. If any of the above conditions are true for the Contractor or any of its officers, Contractor shall describe such condition and include it as an attachment to this EXHIBIT E. Based on the description, CSD in its discretion may decline to execute this Agreement or set further conditions of this Agreement. In the event any of the above conditions are true and not disclosed by Contractor, it shall be deemed a material breach of this Agreement, and CSD may terminate this Agreement for cause immediately pursuant to the termination provisions of State and federal law governing the Low-Income Home Energy Assistance Program.

3. PROCUREMENT

A. Contract Administration

- 1) Contractor shall administer this Agreement in accordance with all federal and state rules and regulations governing LIHEAP block grants pertaining to procurement, including Office of Management and Budget (OMB) Circulars and amendments thereto, consistent with the general OMB compliance requirement in EXHIBIT B of this Agreement. Contractor shall establish, maintain, and follow written procurement procedures consistent with the procurement standards in 45 CFR Part 92 (OMB Circular A-102 for state and local governments) and 45 CFR Part 74 (OMB Circular A-110 for nonprofit organizations) and all additional provisions in this Agreement, including but not limited to a code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open and free competition.
- 2) Contractor shall not permit any organizational conflicts of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subcontractor performance and eliminate unfair competitive advantage, individuals or firms that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall award any subcontract to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering

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price, quality, and other factors. Contractor's solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the recipient.

- 3) Contractor assures that all supplies, materials, equipment, or services purchased or leased with funds provided by this Agreement shall be used solely for the activities allowed under this Agreement, unless a fair market value for such use is charged to the benefiting program and credited to this Agreement.
- 4) In addition to adhering to all OMB requirements and the Contractor's established procedures for all procurement transactions of any amount, for each purchase, lease, or subcontract for any articles, supplies, equipment, or services obtained from vendors or subcontractors where the per-unit cost exceeds \$5,000 or where the total contract amount exceeds \$100,000, three competitive bids/quotations shall be obtained or adequate justification documented and maintained as to the absence of bidding. In cases of a bona fide emergency where awarding a subcontract is necessary for the immediate preservation of public health, welfare, or safety, documentation of the emergency will be sufficient in lieu of the three-bid process.
- 5) To ensure that significant procurement transactions are conducted in an open and freely competitive manner, Contractor shall comply with one of the following requirements at Contractor's election:
 - a. Contractor shall submit for CSD's review and approval the written procurement procedures developed pursuant to Section 3. A. 1) above. Upon receipt of the procedures, CSD will review them for substantial conformity with the OMB procurement guidelines and the three-bid requirement in Section 3. A. 4) above. Within thirty (30) days of receipt, CSD will provide either written approval of the procedures or specific recommendations for amendment of the procedures. Approval shall not be withheld unreasonably; or
 - b. Absent CSD's written approval of the procurement procedures, Contractor shall prepare and submit a Request for Purchase/Lease Pre-Approval (CSD 558) to CSD at least fifteen (15) calendar days prior to executing the subcontract for each of the following procurement transactions:
 - i. Any articles, supplies, equipment, or services having a per-unit cost in excess of \$5,000; or

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- ii. Any articles, supplies, or equipment where the total contract amount exceeds \$100,000.
- 6) Noncompliance with any of the provisions in this Section 3. shall result in a disallowance of the costs of the procurement transaction.
- 7) Contractor assures that it shall exercise due care in the use, maintenance, protection, and preservation of State-owned property in Contractor's possession or any other property or equipment procured by Contractor with State funds. Such care shall include, but is not limited to, the following:
 - a. Maintaining insurance coverage against loss or damage to such property or equipment.
 - b. Ensuring that the legal ownership of any motor vehicle or trailer is in the name of the Contractor.
- B. Limitation on Use of Funds

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

4. AFFIRMATIVE ACTION COMPLIANCE

- A. Each Contractor or subcontractor with 50 or more employees and an agreement of \$50,000 or more shall be required to develop a written Affirmative Action Compliance Program.
- B. The written program shall follow the guidelines set forth in Title 41 CFR Section 60-1.40, Sections 60-2.10 through 60-2.32, Sections 60-250.1 through 60-250.33, and Sections 60-741.4 through 60-741.32.
- C. Each Contractor or subcontractor with less than 50 employees shall comply with Section 202 of Part II of Executive Order 11246, as amended by Executive Order 11375. Contractor shall ensure that subcontractors falling within the scope of this provision shall comply in full with the requirements thereof.

5. NONDISCRIMINATION COMPLIANCE

- A. Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge will, unless exempted, comply with the nondiscrimination program requirements set forth in this section.

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- B. Contractor hereby certifies compliance with the following:
- 1) Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity.
 - 2) Title VI and Title VII of the Civil Rights Act of 1964, as amended.
 - 3) Rehabilitation Act of 1973, as amended.
 - 4) Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended.
 - 5) Title 41, Code of Federal Regulations (CFR), Chapter 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, as amended.
 - 6) Public Law 101-336, Americans with Disabilities Act of 1990.

6. PRIORITIZATION OF SERVICES

- A. Contractor assures that ECIP, HEAP, and Weatherization activities are conducted in accordance with EXHIBIT H, 2010 AGENCY PRIORITY PLAN, WEATHERIZATION AND ECIP EHCS.
- B. Activities shall be designed to provide assistance to low-income households in meeting their home energy costs, particularly those with the lowest incomes that pay a high proportion of household income for home energy, and that such methods to be utilized shall assure that eligible households, particularly those households with elderly individuals, disabled individuals, or children five years (5) and under are made aware of the assistance available under this Agreement.

7. SPECIFIC ASSURANCES

- A. Pro-Children Act of 1994
- 1) This Agreement incorporates by reference all provisions set forth in Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act).
 - 2) Contractor further agrees that the above language will be included in any subcontracts that contain provisions for children's services and that all subcontractors shall certify compliance accordingly.

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B. American-Made Equipment/Products

Contractor shall assure, pursuant to Public Law 103-333, Section 507, to the extent practicable, that all equipment and products purchased with funds made available under this Agreement shall be American made.

C. Federal and State Occupational Safety and Health Statutes

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

D. Political Activities

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

E. Lobbying Activities

- 1) Contractor shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Agreement or any other fund, programs, projects, or activities that flow from this Agreement.
- 2) If Contractor engages in lobbying activities, Contractor shall complete, sign and date the CERTIFICATION REGARDING LOBBYING/DISCLOSURE OF LOBBYING ACTIVITIES, EXHIBIT I, as required by the U.S. Department of Health and Human Services under 45 CFR Part 93.

8. RIGHT TO MONITOR, AUDIT, AND INVESTIGATE

- A. In addition to the compliance monitoring described above, any duly authorized representative of the federal or state government, which includes but is not limited to the State Auditor, CSD staff, and any entity selected by CSD to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary.

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- B. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this Agreement are allowable and allocable, including, but not limited to books, documents, papers, and records. Contractor shall agree to make such information available to the federal government, the State, or any of their duly authorized representatives, including representatives of the entity selected by CSD to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request therefor.
 - C. Any duly authorized representative of the federal or state government shall have the right to undertake investigations in accordance with Public Law 97-35, as amended.
 - D. All agreements entered into by Contractor with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or state government access to the working papers of said audit firm(s).
9. FAIR HEARING PROCESS FOR ALLEGED VIOLATION OF THE CIVIL RIGHTS ACT AGAINST CONTRACTOR
- A. In the event of any violation or alleged violation of Title VI of the Civil Rights Act of 1964, as amended, Contractor has the right to request a fair hearing in response to such violation or alleged violation within 30 calendar days from the date of such action.
 - B. The State shall conduct such fair hearing in accordance with Title 45, Code of Federal Regulations (CFR), Section 81.1 et seq.
10. FAIR HEARING PROCESS FOR APPLICANTS FOR DENIAL OF BENEFITS BY CONTRACTOR: WEATHERIZATION, HEAP, AND ECIP
- A. Contractor shall provide all interested individuals equal opportunity to apply for the Low-Income Home Energy Assistance Program and shall not discourage any interested individual from submitting an application for LIHEAP assistance. Contractor shall act upon all applications in writing within fifteen (15) working days.
 - B. Pursuant to Title 22 of the California Code of Regulations, Section 100805, Contractor shall establish a written appeals process to enable applicants who are denied benefits or services, or who receive untimely response or unsatisfactory performance, the right to appeal the decision or performance to the Contractor. Contractor's process shall include, at a minimum, all of the requirements of Section 100805 subdivision (b), plus:

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- 1) Provisions that ensure that each applicant is notified in writing of the right to appeal a denial of or untimely response to an application, or to appeal unsatisfactory performance, and the process to request such an appeal, at the time that each applicant submits an application. Such notification shall include information about the right to appeal to both the Contractor and to CSD.
- 2) Provisions that ensure that Contractor will make a good faith effort to resolve each appeal.
- 3) Provisions that ensure that Contractor notifies the applicant in writing of the Contractor's final decision within fifteen (15) working days after the appeal is requested. If the appeal is denied, the written notification shall include instructions on how to appeal the decision to CSD. Whenever Contractor notifies an applicant of a denial of an appeal, Contractor shall simultaneously provide a copy of the final decision to the Manager of CSD's Energy Services Division.
- 4) Provisions to enable Contractor to collate information on denials and appeals in its regular program reporting.

11. RECORD-KEEPING

- A. All records maintained by Contractor shall meet the OMB requirements contained in 45 CFR Part 92 and 45 CFR Part 74 (OMB Circulars A-102, Subpart C, {"Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"} or A-110, Subpart C, Nonprofit Organizations), whichever is applicable.
- B. Contractor shall maintain all records pertaining to this Agreement for a minimum period of three years after submission of the final report. Contractor shall further maintain all such records until resolution of all related audit and monitoring findings are completed.
- C. Contractor assures that employee and applicant records shall be maintained in a confidential manner to assure compliance with the Information Practices Act of 1977, as amended, and the Federal Privacy Act of 1974, as amended.

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PROGRAMMATIC PROVISIONS

1. **SERVICE PRIORITY GUIDELINES**

- A. Contractor shall give first priority for services to those households with the highest energy burden and shall factor into its first priority for services those households with the following vulnerable populations: young children (ages 5 years or under), disabled, and elderly persons (ages 60 years or older).
- B. Contractor may give first priority for services to those households whose members have life-threatening emergencies.
- C. For the ECIP Fast Track and HEAP program components, Contractor shall assign prioritization points for Energy Burden, Vulnerable Populations, Household Income, and any Optional Agency-Defined categories as referenced in EXHIBIT H, 2010 AGENCY PRIORITY PLAN, WEATHERIZATION AND ECIP-EHCS.
- D. Due to limited funding, Contractors are discouraged from providing either:
 - 1) Energy assistance benefits to households with substantial credit(s) on its utility bills; and/or
 - 2) Weatherization services to dwellings previously weatherized under LIHEAP within the past four years. Contractors serving previously weatherized dwellings shall include the selection process for serving previously weatherized dwellings in EXHIBIT H, 2010 AGENCY PRIORITY PLAN, WEATHERIZATION AND ECIP-EHCS.
- E. Equitable Treatment

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

2. **OUTREACH AND INTAKE ACTIVITY GUIDELINES**

A. Outreach

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

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B. Intake

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

- 1) Establish reasonable hours whereby applicants will have access during regular business hours to seek program information with an assurance that the Contractor shall respond to the applicant's request within a reasonable amount of time.
- 2) Accept applications for assistance during regular business hours.
- 3) Accept applications for ECIP Fast Track and WPO at sites that are geographically accessible to all households in the area served by Contractor.
- 4) Provide to low-income individuals who are physically infirm the means to submit applications for HEAP and ECIP without leaving their residences.
- 5) Provide intake only at sites accessible to the disabled.
- 6) Contractor shall utilize the Energy Intake Form as a multipurpose form for referrals to the LIHEAP Weatherization program, the ECIP EHCS program, HEAP program, and Department of Energy (DOE) program.

3. ASSURANCE 16 ACTIVITY GUIDELINES

Assurance 16 program funds shall be used for such services, including needs assessment, client education and budget counseling, and coordination with utility companies, that encourage and enable households to reduce their home energy needs and thereby the need for energy assistance. These funds may not be used to identify, develop, and/or demonstrate leveraging programs.

A. Needs Assessment

Contractor shall conduct a needs assessment for each client that shall include computing the energy burden of each applicant's household and prioritizing households as described in EXHIBIT F, PROGRAMMATIC PROVISIONS, Section 3. SERVICE PRIORITY GUIDELINES, and EXHIBIT H, 2010 AGENCY PRIORITY PLAN, WEATHERIZATION AND ECIP-EHCS.

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B. Client Education/Budget Counseling – General Requirements

Contractor shall provide to all recipients of energy assistance under this Agreement applicable energy conservation information and budget counseling in accordance with the Contractor's approved EXHIBIT H, 2010 AGENCY PRIORITY PLAN, WEATHERIZATION AND ECIP-EHCS. Contractor shall include at least the following:

- 1) Information to the client regarding the importance of applying for energy assistance prior to being in an arrearage situation and to include information concerning various utility company budget payment plan(s) and other forms of energy assistance offered within the State.
- 2) Written information that describes energy-saving behavioral adjustments that will decrease the energy consumption of the household.
- 3) Resource information, referral, family, and budget counseling in order to assist clients in achieving self-sufficiency.

C. Client Education/Budget Counseling – Weatherization and ECIP EHCS Specific

- 1) In addition to the above provisions, Contractor shall place in the client's file the Client Education Confirmation of Receipt (CSD 321) or Contractor's equivalent that substantiates that the client was provided with energy conservation, budget counseling, mold and lead-based paint education.
- 2) Occupants of pre-1979 units to be weatherized must receive the pamphlet, "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and School."
- 3) Contractor shall provide to all clients the EPA pamphlet, "A Brief Guide to Mold, Moisture, and Your Home."
- 4) Contractor shall provide to the client a description of the benefits that the client can expect to receive as a result of the weatherization measures installed and diagnostic tests performed in the dwelling.
- 5) Contractor shall provide to the client an explanation of the action of each measure in terms of preventing air infiltration or the escape of heated or cooled air from the dwelling and how to maximize the effect of such measures.

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D. Coordination

- 1) Contractor shall refer all potentially eligible applicants, including HEAP applicants, to the LIHEAP Weatherization Program, ECIP EHCS, CARE/RRP, DOE, or other energy or conservation programs. Contractor shall coordinate its activities with other federal, state, or local energy conservation programs with the goal of conserving energy, improving thermal efficiency, or defraying energy costs of low-income households.
- 2) Contractor shall provide assistance in coordinating the payment of client's energy/utility bill with the appropriate energy vendor or utility company. Contractor may also perform other coordinative activities with energy vendors/utility companies to provide input relative to the energy assistance needs of California's low-income and a proactive educational concept in serving clients. This includes expending up to five percent (5%) of the Assurance 16 allocation for attending the California Public Utilities Commission's Low-Income Oversight Board Committee meeting.

4. LIHEAP AGENCY PLAN

- A. Contractor shall submit an annual LIHEAP Agency Plan to CSD by September 30 of each calendar year or a later date as determined by CSD. The LIHEAP Agency Plan is intended to systematize the gathering of planning information to assist CSD with its obligations under federal statute to provide programmatic assurances to the Secretary of the U.S. Department of Health and Human Services under the LIHEAP block grant and to enable the Contractor to plan and propose an annual budget that is consistent with the purposes of the Low-Income Home Energy Assistance Program and reflective of the needs of the local low-income population.
- B. CSD will review the annual LIHEAP Agency Plan to ensure compliance with federal and state laws and departmental requirements.

If the LIHEAP Agency Plan documents do not provide reasonable demonstration that the Contractor's services and activities are in compliance with federal and State law governing the LIHEAP block grant, CSD will ask Contractor to supplement the responses or documents accordingly prior to execution of this Agreement.

- C. Specific sections and documents of the most current LIHEAP Agency Plan will be incorporated and referenced under EXHIBIT H of this Agreement, to include:
 - 1) Service Objectives and Goals by LIHEAP Component:
 - a. Weatherization, Weatherization Services:

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- i. Question 2. Projected number of dwellings by quarter;
 - ii. Question 3. Description of prioritizing weatherization services; and
 - iii. Question 5. Weatherization Energy Burden and Vulnerable Population Goals.
- b. Energy Crisis Intervention Program (ECIP), ECIP Services:
Question 4. Modification to the typical heating and /or cooling season.
- 2) Agency Priority Plan indicating:
- a. ECIP-FT/HEAP Projected Goals and Percentages of Vulnerable Populations;
 - b. ECIP-FT/HEAP Income Ranges and Points;
 - c. ECIP FT/HEAP Energy Burden Ranges and Points;
 - d. ECIP-FT/HEAP Vulnerable Populations and Points; and
 - e. ECIP-FT/HEAP Agency Defined Categories and Points.
- D. CSD's approval of the LIHEAP Agency Plan documents submitted by Contractor shall not be construed as prior approval of any costs expended under this Agreement. The approval of all expenditures remains subject to the federal requirements that the actual costs are allowable and allocable pursuant to all laws, regulations, and this Agreement.

5. HEAP/WPO ACTIVITY GUIDELINES

- A. Applicant Eligibility
- 1) Assistance shall be available only to households with incomes that do not exceed an amount equal to seventy-five percent (75%) of the State median income.
 - 2) Income verification must be for one month and current within six (6) weeks of the application intake date or an annual award letter. For acceptable types of documentation, refer to the LIHEAP Eligibility and

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Verification Guide. Contractor shall maintain appropriate documents in each applicant's file.

- 3) Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for WPO to determine the client's energy burden.
- B. Eligible households may receive only one ECIP Fast Track/WPO, or HEAP/WPO payment per program year. In addition to receiving one ECIP (Fast Track/WPO) or-HEAP/WPO payment, eligible households may receive ECIP EHCS services and/or other weatherization services, if needed.
- C. Contractor may establish a maximum benefit for WPO payments; such maximum shall be consistently applied.
- D. Contractor must exercise due care to ensure that duplication of ECIP Fast Track/WPO or HEAP/WPO payments does not occur at any time during the term of this Agreement.
- E. Once applicants meet the eligibility and prioritization criteria and funds are available, Contractor shall:
- 1) Contractor shall complete the ECIP Payment Confirmation (Non-Regulated Utility Companies Only) (CSD 415) or Contractor's equivalent.
 - 2) Contractor shall make payments directly to energy vendors on behalf of clients whose energy sources are wood, propane, or oil.
 - 3) CSD shall not make payments to clients for WPO assistance.
 - 4) Before paying energy vendors, Contractor shall verify that charges for the services and goods provided are reasonable and within fair market value.
- F. Contractor shall notify the applicant of the recipient household, in writing, when payments are made directly to an energy vendor for wood, propane, or oil on their behalf.
- G. Unless a different, formal, or documented agreement exists to the contrary, Contractor shall forward payments for WPO on behalf of applicants to corresponding energy vendor within 60 calendar days from the date obligation was incurred.

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6. WEATHERIZATION ACTIVITY GUIDELINES

A. Applicant Eligibility

- 1) Assistance shall be available only to households with incomes that do not exceed an amount equal to seventy-five percent (75%) of the State median income.
- 2) Income verification must be for one month and current within six (6) weeks of the application intake date or an annual award letter. For acceptable types of documentation, refer to the 2010 LIHEAP Eligibility and Verification Guide at www.csd.ca.gov/programs.
- 3) Contractor shall certify a household's income eligibility prior to the delivery of all energy program services.
- 4) Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for wood, propane, and oil to determine the client's energy burden.

B. Dwelling Eligibility

- 1) The certification shall remain in effect for a period of 120 days from the date the household is determined income eligible.
- 2) At a minimum, within the 120-day period of the household's eligibility certification, Contractor shall perform the assessment of the dwelling and determine the weatherization measures to be installed.
- 3) If the assessment of the dwelling and the determination of the weatherization measures to be installed do not begin within the 120-day period of the household's certification, Contractor shall recertify the household's eligibility and shall not charge for costs associated with recertification such as outreach, intake, and Assurance 16 activities.
- 4) Permission to Provide Services
 - a. Contractor shall obtain written permission of the owner-occupied dwelling, and/or of the owner of a rental unit, or his/her agent prior to performing any weatherization services. Such permission shall be recorded on the Energy Service Agreement for Rental Units (CSD 515) or Contractor's equivalent or the Service Agreement for Unoccupied Multi-Unit Dwelling (CSD 515d) or Contractor's equivalent. At a minimum, the written documentation and/or notification shall include the following:

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- i. General permission to do assessment and weatherization work;
 - ii. Notification of specific work to be done before the work is done;
 - iii. Notification of significant structural and engineering changes; and
 - iv. Confirmation of work completed.
 - b. If during the course of performing weatherization services in a dwelling, Contractor identifies that significant structural and/or engineering changes may occur, Contractor shall re-obtain written permission of the owner-occupied dwelling and/or from the owner of a rental unit prior to continuing with the scheduled work.
- 5) Rent Increase Restrictions
- a. For a period of two years after weatherization work has been completed on a dwelling containing a unit occupied by an eligible household, the tenants in that unit (including households paying for their energy through their rent) will not be subjected to rent increases unless those increases are demonstrably related to matters other than the weatherization work performed.
 - b. Tenants shall be given a written summary of these conditions with the current telephone number of the Contractor with instructions on how to file a complaint should these conditions not be met. Contractor shall investigate all complaints filed and shall forward a copy of all written complaints to CSD or, if a verbal complaint has been made, contact CSD with the details of the complaint including date complaint was made, date investigations began, and results.
 - c. Should a complaint be found valid, Contractor shall obtain the amount equal to the weatherization work performed on that unit from the landlord and, if previously reimbursed from CSD, remit that amount to CSD along with details of the investigation.
- 6) Multi-Unit Dwellings
- a. In accordance with 10 CFR 440.22(b) (2), Contractor may weatherize a building containing rental dwelling units when not

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less than 66% (50% for duplexes and four-unit buildings) of the dwelling units in the building:

- i. Are eligible dwelling units, or
 - ii. The dwelling units will become eligible (occupied by eligible low-income tenants) within 180 days under a federal, state, or local government program for rehabilitating the building or making similar improvement to the building.
- b. If dwelling units are qualified for services through a federal, state, or local government rehabilitation program, documentation to verify participation in the rehabilitation program is required.
 - c. The amount of funds, however, applied to weatherization services in a building shall not exceed the number of eligible dwelling units multiplied by the \$3,055 maximum average per unit.
 - d. Contractor shall complete a Multi-Unit Dwelling Unit Eligibility Certification (CSD 75P) or Contractor's equivalent for each complex and shall maintain a copy in each individual client file.
 - e. Contractor shall certify unit eligibility by completing Energy Intake Form (CSD 43 or 44) or Contractor's equivalent for each dwelling unit in each building. Certification of eligibility by the owner/manager of the occupants of the building/complex is not acceptable.
 - f. The owner signed a copy of the Energy Service Agreement for Rental Units (CSD 515) or Service Agreement for Unoccupied Multi-Unit Dwelling (CSD 515d) or Contractor's equivalent, authorizing the weatherization work, accepting conditions protecting the interests of tenants, and other provisions required by CSD;
 - g. No undue or excessive enhancement shall occur to the value of the dwelling units.
 - h. The repair and replacement of heating appliances, cooking appliances, and water heaters shall be performed in unoccupied multi-unit dwellings under the LIHEAP weatherization program only if a dangerous indoor air quality condition is found to exist, e.g., carbon monoxide hazard or gas leak and/or fire hazard.

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- i. If a dangerous indoor air quality condition and/or fire hazard is found to exist under ECIP EHCS, Contractor may disable the appliance to eliminate the immediate hazard in accordance with ECIP Policy and Procedures, EXHIBIT F, ATTACHMENT I, and the CSD Weatherization Installation Standards and CSD Weatherization Policies and Procedures. No other ECIP EHCS activities are allowed.
- ii. If the dwelling is later occupied with an eligible applicant, Contractor may provide the appliance services and upon the completion of service, shall report the dwelling as previously weatherized.

7) Previously Weatherized Dwellings

- a. Once a dwelling has been submitted to CSD for reimbursement as a completed unit, any subsequent weatherization services provided to the dwelling shall be considered reweatherization.
- b. Completed weatherized dwellings under this Agreement and reported to CSD after January 1, 2010: Contractors can perform measures not previously installed with the initial weatherization service.
- c. A previously applied measure may be reinstalled during its useful life term, as described on EXHIBIT B, ATTACHMENT IV, due to premature failure or if the measure was destroyed by the prior-occupying household. Justification for the replacement must be documented in the client file. If the useful life term has expired for the previously applied measure, then Contractor can provide the replacement measure under reweatherization without justification.
- d. Unoccupied multi-unit dwellings previously weatherized in accordance with this Agreement and subsequently upon tenant occupation receives appliance repair and/or replacement services shall constitute a reweatherized dwelling.
- e. If a dwelling has been previously weatherized under a CSD or another federal or non-federal program, Contractor may provide previously unapplied mandatory and optional measures within the dollar limits of this Agreement. The dwelling and occupant eligibility must be recertified.

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- f. Contractor shall not report demographics for reweatherized dwellings when reweatherization services occurred during the same contract period.

8) Ineligible Dwellings

- a. Contractor shall not weatherize a dwelling unit that is designated for acquisition or clearance by a federal, state, or local program within 12 months from the date weatherization of the dwelling unit would be scheduled to be completed.
- b. Contractor shall not weatherize any dwelling under this Agreement unless the property owner agrees to all the terms and conditions of the Weatherization Building Assessment and Job Order Sheet (CSD 540) and signs the Energy Service Agreement for Rental Units (CSD 515), Service Agreements for Unoccupied Multi-Unit Dwellings (CSD 515D), or Contractor's equivalent as applicable.
- c. No institutional or commercial building including, but not limited to, universities, schools, nursing homes, hospital, shelters, or group homes, may be weatherized under this Agreement.

C. Minimum Requirements for Weatherization Services

- 1) Single-family detached and other single-story dwellings that have not been previously weatherized under a CSD program or other program may be weatherized under this Agreement only if:
 - a. Ceiling Insulation plus two additional Priority Measures are installed, or
 - b. In the event Ceiling Insulation is not feasible, at least three Priority Measures are installed.
- 2) Multi-unit dwellings that have not been previously weatherized under a CSD program or other program may qualify for weatherization services only if ceiling insulation plus two (2) additional Priority measures are installed or, in the event ceiling insulation is not feasible, at least three (3) Priority measures are installed.
 - a. Installation of ceiling insulation shall be counted as a ceiling insulation measure for each unit within that building envelope.
 - b. Installation of a common water heater shall qualify as a Priority measure for each unit served by the same water heater.

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- c. Insulation of a common water heater shall qualify as a Priority measure for each unit served by the same water heater.
- 3) If the required minimum number of weatherization measures cannot be installed due to the deferral of measures, then the entire unit shall be deferred and the dwelling ineligibility documented in the client file.
- 4) Repair of large leaks identified by blower door testing may reduce shell leakage so close to the Minimum Ventilation Requirement (MVR) that caulking and/or weatherstripping are not feasible, thus reducing the number of feasible Priority Measures to fewer than needed to qualify the dwelling for weatherization. In this case, Contractor may substitute noninfiltration reduction Optional Measures as needed for the nonfeasible caulking and/or weatherstripping measures.
- 5) The minimum number of weatherization measures may be leveraged with other weatherization programs excluding DOE ARRA. All leveraged measures used to fulfill the minimum number of required weatherization measures shall meet CSD installation standards.

D. Dwelling Assessments

- 1) Contractor shall inspect the dwelling of each eligible applicant to determine if the unit is structurally sound and not in need of extensive repairs.
- 2) If the dwelling unit is not eligible because of the need for extensive repair, the unit shall not be serviced and the applicant should be referred to the local Housing and Community Development Department, U.S. Farmers Home Administration Housing Loan Program, or other similar organizations or programs.
- 3) Documentation of such ineligibility due to the need for extensive repairs shall be recorded on the CSD Weatherization Deferral Form.
- 4) If the applicant can obtain the necessary repairs to make the dwelling unit eligible for weatherization services, weatherization activities may be accomplished following the repair work.
- 5) If an unvented space heater is being utilized, infiltration reduction measures shall not be applied unless venting is installed or the unit is replaced.

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- 6) The completion of the entire combustion appliance safety (CAS) test is required on all dwellings with combustion appliances.

Subcontractors who possess a valid C-20 specialty license may use alternative diagnostic testing methods to assess operational performance that meets or exceeds industry standards for testing heating and cooling appliances they have been contracted to repair or replace.
- 7) If it is determined during the CAS test that the dwelling unit contains a condition that is hazardous to the occupants, proper steps must be taken to alleviate the hazard. In these cases, infiltration reduction measures may not be installed until the hazard has been corrected; however, Contractor may install noninfiltration reduction measures.
- 8) Contractor shall perform the blower door diagnostic testing only for shell sealing purposes on a minimum of twenty percent (20%) of the total SFD (1 to 4 units) including mobile homes, and a minimum of five percent (5%) of MUD (5 or more units) weatherized under this Agreement. Blower door diagnostic testing shall be proportionate to the number of completed units for each quarterly period.
- 9) Following a determination that no combustion byproduct hazards exist, Contractor shall perform pressure diagnostic guided infiltration reduction using a preweatherization blower door test.
- 10) Duct Blaster diagnostic testing shall be required on all dwellings with forced-air systems.

E. Health and Safety Measures

- 1) Contractor is authorized to mitigate health and safety hazards generated by combustion appliances, preserve or improve indoor air quality, and address knob-and-tube wiring. In addition to all provisions in this Agreement regarding Health and Safety Measures, Contractor must adhere to the attached Health and Safety Appliance Replacement Policy, ATTACHMENT III, to this EXHIBIT F, to seek reimbursement for replacing specified appliances.
- 2) Health or Safety Hazard Repair or Replacement, Carbon Monoxide/Alarm, and Priority Insulation measures must be installed in priority order. Other Priority measures must be installed before optional measures, and no measure shall be excluded, unless the:
 - a. Blower door and/or pressurized duct diagnostic test indicates that installation of the measure is not necessary;

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- b. Dwelling already has that measure in place;
 - c. Measure cannot be properly installed;
 - d. Client refuses installation (client refusal is to be documented and placed in file);
 - e. Maximum dollar limit is reached; or
 - f. Measure is not needed or required.
- 3) After Health and Safety Measures have been addressed, Insulation Measures, if feasible, must be installed prior to the installation of any other Priority and Optional Measures. Non-Priority Measures including Infiltration Reduction, General Heat Waste, and Electric Base Load Measures need not be installed in priority order.
- 4) If a health or safety hazard is found to exist that requires replacing or repairing a combustion appliance, the cost of which will preclude the installation of the required number of Priority Measures for a unit to be weatherized, the dwelling may qualify for weatherization under the following conditions:
- a. The combustion appliance is repaired or replaced; and
 - b. All remaining feasible Priority Measures are installed up to the maximum dollar limit.
- 5) If the dollar limit has not been reached in installing feasible Priority measures, Contractor may install optional measures.
- 6) Health and Safety Measures
- a. The following health and safety guidelines are applicable to heating and cooling appliance services delivered through the LIHEAP Weatherization component and are restricted to occupied SFD and/or MUD units:
 - i. A residential heating source that qualifies for repair and replacement services must be a single, pre-existing heating appliance, serving as the dwelling's primary heating source.

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- ii. A residential cooling source that qualifies for cooling services must be a single, pre-existing cooling appliance, serving as the dwelling's primary cooling source, limited to mechanical air conditioners, central and window/wall air conditioners, and evaporative coolers.
- b. Any and all health and safety heating/cooling appliance service shall be performed in accordance with the following guidelines:
 - i. All repair and replacement services are limited to dwellings with pre-existing heating and cooling appliances. An exception to this rule exists, however, for those dwellings without a heating and cooling appliance and there are no means to provide adequate heating and/or cooling during a climatic season that would cause imminent harm to the health and well being of individuals or the household.
 - ii. All such appliance replacements are further subject to the Health and Safety Appliance Replacement Policy, EXHIBIT F, ATTACHMENT III.
 - iii. For those conditions where a true crisis exists and the heating and/or cooling needs cannot be remedied by the installation of a permanent repair or new appliance installation, Contractor shall provide such dwellings with temporary portable devices to support the means of providing adequate cooling and/or heating to occupants of the residence to alleviate the crisis situation and to meet basic heating/cooling needs.
 - (a) Occupant shall be advised of the higher energy consumption associated with portable heating/cooling devices.
 - (b) Occupant shall certify that all of the manufacturer's safety instructions will be abided by.
 - (c) Contractor shall make all attempts to purchase Energy Star-rated portable devices if available.
 - iv. The age of a heating/cooling appliance shall not be used as a basis for replacement.
- c. Prior to the performance of any heating/cooling appliance service, a qualified technician must perform a diagnostic inspection of the

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

- d. Contractor shall repair a defective primary heating appliance when the cost to assess and repair is estimated at less than 30 percent (30%) of the cost of installing a new replacement unit.
- e. If during the course of repairing the defective unit additional problems are found that would increase the cost of repairs to more than the allowable limit for repair costs, the unit may be replaced.
- f. When replacement of a defective primary heating/cooling appliance is performed, Contractor shall perform necessary duct repair and/or replacement services in order to conform to Title 24 requirements.

7. ENERGY CRISIS INTERVENTION PROGRAM (ECIP) SERVICES ACTIVITY GUIDELINES

A. Purpose of ECIP Funds

ECIP funds may only be used to resolve emergencies that fit the federal definition [42 U.S.C. § 8622(1)], including:

- 1) A natural disaster (whether or not officially declared),
- 2) A significant home energy supply shortage or disruption,
- 3) An official declaration of a significant increase in:
 - a. Home energy costs,
 - b. Home energy disconnections,
 - c. Enrollment in public benefit programs, or
 - d. Unemployment and layoffs, or
- 4) An official emergency declaration by the Secretary of Health and Human Services.

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- 5) In those situations where there is not an official federal, state or local declaration of emergency, i.e., an undeclared natural disaster or a significant home energy supply shortage or disruption that affects a low-income individual, an emergency will be deemed to exist by CSD where there is imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

B. Capacity and Responsibility to Provide Emergency Assistance

- 1) Contractor acknowledges that federal and state law requires recipients of ECIP funding to be qualified and capable of carrying out an energy crisis intervention program that provides timely and effective emergency assistance that resolves the energy crisis, and Contractor acknowledges that the program must meet minimum requirements for timing and accessibility to eligible applicants as further defined at 42 USC § 8623(c).
- 2) Contractor agrees to provide all reasonable information requested by CSD during the term of this Agreement in order to enable CSD to assess Contractor's current energy crisis intervention program.
- 3) Federal and state law permit the allowability and allocability of costs to the ECIP only where the costs are used to provide emergency assistance in an energy crisis. In addition to all other provisions in this Agreement permitting, restricting, or otherwise relating to ECIP costs, such costs are allowable only upon adequate demonstration by the Contractor that the related activities meet the definition of "emergency" provided by federal law and this Agreement.

C. ECIP Fast Track and WPO

- 1) ECIP Fast Track and WPO Services shall be provided in accordance with EXHIBIT H, 2010 AGENCY PRIORITY PLAN, WEATHERIZATION AND ECIP-EHCS.
- 2) Applicant Eligibility
 - a. Assistance shall be available only to households with incomes that do not exceed an amount equal to seventy-five percent (75%) of the State median income.
 - b. Income verification must be for one month and current within six (6) weeks of the application intake date or an annual award letter. For acceptable types of documentation, refer to the LIHEAP

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Eligibility and Verification Guide. Contractor shall maintain appropriate documents in each applicant's file.

- c. Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for (WPO) to determine the client's energy burden.
 - d. Conditions for ECIP services must meet the criteria for an emergency as defined in 42 USC §8622 (1), ECIP Policy and Procedures, EXHIBIT F, ATTACHMENT I, and EXHIBIT G, DEFINITIONS.
 - e. ECIP Fast Track Utility Assistance
 - i. The applicant must receive energy services and be billed directly by one of the following energy providers: a utility company (-ies) and/or a mobile home park that owns its own power source(s) or a submetering billing service with the statutory authority to shut off utility services.
 - ii. An emergency energy-related crisis does not exist if the cost of energy is included in the applicant's rent, in which case ECIP Fast Track payment(s) shall not be made.
 - f. In addition to the applicant eligibility criteria listed above, services for ECIP Fast Track and ECIP WPO must meet at least one of the following criteria pursuant to Government Code §16367.5 (e):
 - i. Proof of utility shutoff notice;
 - ii. Proof of energy termination;
 - iii. Insufficient funds to establish a new energy account;
 - iv. Insufficient funds to pay a delinquent utility bill; or
 - v. Insufficient funds to pay for essential firewood, oil, or propane.
- 3) ECIP Fast Track Benefit Determination

ECIP Fast Track benefits shall be determined using an ECIP Fast Track base amount and, when applicable, an agency-determined supplemental benefit amount. Contractors shall issue ECIP Fast Track benefits in accordance with the following:

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- a. Contractor shall ensure that the total ECIP Fast Track benefit amount (ECIP Fast Track base amount plus supplemental benefit amount) is limited to and does not exceed the total amount due (at the time of intake) to the utility company in energy charges, reconnection fees, and other assessed utility fees/surcharges to alleviate the crisis situation.
 - b. When only issuing a ECIP Fast Track base benefit amount (no supplemental payment), Contractor may exceed the total amount due to the utility company in energy charges, reconnection fees, delinquent utility bill establishing arrearages and/or past due balances, and other assessed utility fees/surcharges to alleviate the crisis situation.
 - c. Contractor shall ensure that the maximum total ECIP Fast Track benefit amount (ECIP Fast Track plus supplemental benefit amount) does not exceed \$1,000.
 - d. Contractor shall provide full justification by documenting the client file(s) to include the amount of charges and verification by the utility company.
 - e. Contractor shall review, check for duplicates, and approve applications in accordance with Contractor's approved EXHIBIT H, 2010 AGENCY PRIORITY PLAN WEATHERIZATION AND ECIP-EHCS, and the LIHEAP Eligibility and Verification Guide.
- 4) ECIP Fast Track/WPO Payment Guidelines
- a. Eligible households may receive only one ECIP Fast Track/WPO, or HEAP/WPO payment per program year. In addition to receiving one ECIP (Fast Track/WPO) or HEAP/WPO payment, eligible households may receive ECIP EHCS services and/or other weatherization services, if needed.
 - b. Contractor may establish a maximum benefit for WPO payments; such maximum shall be consistently applied.
 - c. Contractor must exercise due care to ensure that duplication of ECIP Fast Track/WPO or HEAP/WPO payments does not occur at any time during the term of this Agreement.

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- d. Once applicants meet the eligibility and prioritization criteria and funds are available, Contractor shall:
 - i. Not later than 48 hours after a household is determined to be eligible for ECIP, provide assistance in the form of a payment guarantee to the appropriate gas or electric vendor or a WPO payment that will resolve the energy crisis.
 - ii. Not later than 18 hours after a household applies is determined to be eligible for ECIP, provide assistance in the form of a payment guarantee to the appropriate gas or electric vendor or a WPO that will resolve the energy crisis if such household is in a life-threatening situation.
 - iii. When a HEAP payment or ECIP Fast Track payment has been made directly to an energy vendor, notification of payment(s) shall be sent to the client via an account credit letter from CSD or the utility company, or it shall be shown as a credit on the utility bill(s).

5) ECIP WPO Payment Guidelines Specific

- a. Contractor shall complete the ECIP Payment Confirmation (Non-Regulated Utility Companies Only) (CSD 415) or Contractor's equivalent.
- b. Contractor shall make payments directly to energy vendors on behalf of clients whose energy sources are wood, propane, or oil.
- c. CSD shall not make payments to clients for WPO assistance.
- d. Before paying energy vendors, Contractor shall verify that charges for the services and goods provided are reasonable and within fair market value.
- e. Contractor shall notify the applicant of the recipient household, in writing, when payments are made directly to an energy vendor for wood, propane, or oil on their behalf.
- f. Unless a different, formal, or documented agreement exists to the contrary, Contractor shall forward payments for WPO on behalf of applicants to corresponding energy vendor within 60 calendar days from the date obligation was incurred.

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D. ECIP Emergency Heating and Cooling Services (EHCS)

1) Applicant Eligibility

Eligibility of the applicant shall meet all requirements for eligibility as described in Weatherization Activity Guidelines, EXHIBIT F.6.A.

2) Dwelling Eligibility

Eligibility of the dwelling shall meet all requirements for eligibility as described in Weatherization Activity Guidelines, EXHIBIT F6.B.

3) Dwelling Assessments

- a. Assessment of the dwelling shall meet all requirements as described in Weatherization Activity Guidelines, EXHIBIT F.6.D., excluding Sections 6), 7), 8), 9) and 10).
- b. Work crews of Contractor who are only performing heating and cooling services shall not be required to perform the entire CAS test and may limit the testing to only the heating and cooling appliances to be repaired or replaced.
- c. Subcontractors who possess a valid C-20 specialty license may use alternative diagnostic testing methods to assess operational performance that meets or exceeds industry standards for testing heating and cooling appliances they have been contracted to repair or replace.

4) Allowable Services

ECIP EHCS may be used for the repair, replacement, and new installation of heating/cooling and water heating appliances identified in the ECIP Policy and Procedures and must meet the following criteria:

- a. The applicant is income eligible and is able to submit the required documentation to complete the eligibility of the dwelling;
- b. The applicant has insufficient funds to pay the cost of repairing or replacing an eligible heating or cooling appliance or for a new heating or cooling appliance;
- c. The appliance condition meets one of the appliance repair/replacement criteria as defined in the ECIP Policies and Procedures, EXHIBIT F, ATTACHMENT I; and

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- d. The services to mitigate and completely resolve the emergency and satisfy the relevant emergency assistance meet the timeframes as defined in the ECIP Policies and Procedures, EXHIBIT F, ATTACHMENT I.

E. Natural Disasters

- 1) When a dwelling that has been damaged by a natural disaster such as fire, flood, earthquake, hurricane, etc., a scope of work shall be submitted to CSD for approval prior to beginning work related to a natural disaster.
- 2) Contractor may have damages repaired that are within the scope of the weatherization program if the same services will not be paid for or reimbursed by any other source.
- 3) The occupant shall be certified as currently eligible and a dwelling assessment shall be performed.

8. SEVERE WEATHER ENERGY ASSISTANCE AND TRANSPORTATION SERVICES (SWEATS) ACTIVITY GUIDELINES

- A. The Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy, EXHIBIT F, ATTACHMENT II, was developed by CSD to facilitate the delivery of allowable LIHEAP services, including utility assistance and weatherization, during a bona fide emergency. The policy includes guidelines and other criteria which, if followed, will authorize the Contractor to expend LIHEAP funds to respond to eligible beneficiaries impacted by the emergency.

The activation of SWEATS services is at CSD's sole discretion and will be time-limited according to CSD's official notification. In the event a bona fide emergency occurs during CSD nonbusiness hours, Contractor at its discretion may elect to activate the terms and conditions of SWEATS. The local activation of SWEATS will remain in effect until CSD's next official business day.

- B. Eligible households may receive the following SWEATS emergency services:
 - 1) Utility Assistance
 - 2) Temporary Shelter, Coats, and Blankets
 - 3) Transportation Services
 - 4) Portable Heating and Cooling Appliances and Generators

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- C. For Applicant Eligibility, Service Provisions, Reimbursements, Reporting, and Record-keeping requirements, refer to EXHIBIT F, ATTACHMENT II - SWEATS Policy.

9. PROGRAM STANDARDS AND REGULATORY REQUIREMENTS

A. Program Standards

- 1) Contractor shall adhere to all CSD program standards pursuant to the following documents and manuals which have been incorporated by reference and made part of this Agreement as if attached hereto:
 - a. CSD Low-Income Weatherization Assistance Program Policies and Procedures;
 - b. CSD Conventional Home Weatherization Installation Standards (WIS);
 - c. CSD Mobile Home Weatherization Installation Standards (WIS);
 - d. CSD 2005 PY Interim Policies and Standards;
 - e. CSD Lead-Safe Weatherization Policies;
 - f. CSD Health and Safety Plan for Weatherization Programs;
 - g. CSD Inspection Policies and Procedures;
 - h. CSD LIHEAP/DOE Program Health and Safety Appliance Replacement Policy, EXHIBIT F, ATTACHMENT III;
 - i. CSD Carbon Monoxide (CO) Analyzer and Manometer Calibration Policy;
 - j. ECIP Policy and Procedures, EXHIBIT F, ATTACHMENT I; and
 - k. CSD Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy, EXHIBIT F, ATTACHMENT II.
- 2) In the event of disagreement between policies and field protocols contained within the Weatherization Installation Standard Manual and/or the Weatherization Policies and Procedures Manual and this Agreement, Contractor shall abide by the terms of this Agreement.

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B. Regulations

- 1) Standards contained in the Uniform Building Code and local city and county codes shall take precedence over the CSD WIS if the code requirement is not included in the manual and/or is more stringent.
- 2) All applicable dwellings shall be in compliance with California Energy Commission 2008 Building Energy Efficiency Standards, Alterations under Title 24, Part 6, of the California Code of Regulations, California Home Energy Rating System (HERS) Program regulations.
- 3) Services provided to all applicable pre-1979 dwellings shall be in compliance with the Environmental Protection Agency rules in 40 CFR 745, Lead-Based Paint Poisoning Prevention in Certain Residential Structures and the Housing and Urban Development rules in 24 CFR 35, Lead-Based Paint Poisoning Prevention in Certain Residential Structures.
- 4) All materials procured for weatherization and ECIP EHCS purposes shall be in conformance with the Department of Housing and Human Services rules in 45 CFR Part 92, Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Tribal Government or 45 CFR Part 74, Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Nonprofit Organizations, and Commercial Organizations.
- 5) All materials must be in compliance with Department of Energy rules in 10 CFR 440, Appendix A.

C. Title 24

- 1) Contractor shall, when required by its local jurisdiction, obtain a building permit when additions or alterations of existing residential buildings are performed or when a component, system, or equipment of an existing building breaks and cannot be repaired.
- 2) Title 24 requirements are applicable only to energy conservation measures installed to dwelling located within Contractor's specific California Energy Commission (CEC) Climate Zone. For a listing of the CEC climate zones, refer to the CSD website at www.csd.ca.gov.
- 3) Contractor shall obtain the services of a qualified HERS Program Rater when required to perform required field verification and diagnostic testing on applicable weatherization measures and building alterations performed under this Agreement.

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- 4) Contractor shall obtain the services of a certified HERS Rater to perform the required field verification and diagnostic testing. The HERS Rater shall be an independent entity from the builder or subcontractor performing the building alteration and/or energy-efficiency improvement being tested and verified and shall have no financial interest in the work performed.

D. Pre-1979 Dwellings

- 1) Lead-based paint is presumed to be present in all pre-1979 units unless the dwelling unit has previously been certified by a California Certified Inspector/Risk Assessor to be lead-free.
- 2) HUD units not previously certified to be lead free, built prior to 1979, and receiving weatherization services in which painted surfaces exceeding di minimis levels are disturbed require the successful achievement of lead-safe standards after the completion of weatherization services. Contractor shall assure that a third-party California Certified Inspector/Risk Assessor performs the clearance inspection after the completion of weatherization services and that the Assessor deems the weatherized HUD unit as lead-safe.
- 3) Contractor shall document notification to tenants of multi-unit housing of weatherization and/or renovation activities in common areas using the Notice of Weatherization/Renovation (CSD 320) or Contractor's equivalent and Record of Tenant Notification Procedures (CSD 322) or Contractor's equivalent.

10. QUALITY ASSURANCE

A. Certification

Contractor, or its designee, shall establish a comprehensive, detailed, and fully documented Quality Control procedure to assess the quality and completeness of Weatherization and ECIP EHCS work performed under this Agreement. Such assurance will be documented on the Weatherization Building Assessment and Job Order Sheet (CSD 540) or Contractor's equivalent and shall be signed and dated by a certifying agency representative.

B. Post-Weatherization Inspections

- 1) Contractor shall perform Post-Weatherization Inspections on 25 percent (25%) of the total weatherized dwellings under this Agreement. Post-Weatherization Inspections shall be proportional to the number of completed units for each reporting period.

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- 2) Contractors shall give priority to inspecting dwellings receiving the following weatherization services/measures:
 - a. Combustion Appliance Safety Testing;
 - b. Blower Door Testing;
 - c. Ceiling Insulation; and
 - d. Minor Envelope Repairs.

- 3) Post-inspections shall be conducted for the purpose of assessing the quality and completeness of performed weatherization services and compliance with weatherization guidelines. At a minimum, the post-inspection shall review the following:
 - a. Weatherization Building Assessment and Job Checklist (CSD 540) or Contractor's equivalent to verify that all specified measures were accurately reported and invoiced to CSD;
 - b. All measures were completely installed in accordance with said terms and conditions of this Agreement. In addition, installed measures shall be reviewed to determine the absence of any feasible Mandatory Measure not installed and/or the installation of a measure (nonfeasible measure) that may be in noncompliance with said standards and the terms and conditions of this Agreement;
 - c. Verification that the unit received blower door and duct leakage testing;
 - d. Inspection of all combustion appliances receiving combustion application safety testing; and
 - e. Inspection of the unit dwelling to ensure that all identified health and safety hazards, whether preexisting or resulting from the performance of weatherization services, have been successfully remedied.

- 4) Post-Weatherization Inspections of dwelling units shall be performed by individuals trained and with expertise in: performing dwelling assessments; performance of combustion appliance safety (CAS) testing and appliance related hazards remedies; performance of blower door

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diagnostics and Infiltration Reduction Measures; and knowledge of Weatherization guidelines and the terms and conditions of this Agreement.

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

C. Third-Party Inspections

- 1) The State reserves the right to use a third-party inspector to review and verify that the weatherization activities performed under this Agreement conform to applicable standards and practices.
- 2) Unless Contractor assumes the task of arranging inspection visits with the selected weatherization clients, Contractor shall provide the use of a telephone to the inspector.
- 3) Contractor or a ride-along (designated representative) shall accompany the inspector on client inspection visits and shall provide transportation and equipment to the inspector. When possible, Contractor shall make corrections during the client inspections visits.
- 4) Contractor agrees to remedy all Nonhazardous Conditions (nonhazardous work deficiencies) noted by the State or its designee within 20 working days of written notification.
- 5) Contractor must remedy all Hazardous Conditions resulting from weatherization measure installation. The immediate hazard shall be eliminated within 24 hours, and hazardous conditions shall be completely resolved within five (5) working days of written notification. The time period may be extended for circumstances beyond the Contractor's control; however, the time extension must be approved in writing by CSD prior to the expiration of the five working days.

D. Noncompliance

- 1) Contractor shall be subject to the withholding of reimbursement for failure to completely resolve a Hazardous Condition within five working days or within the modified completion date for units receiving a time period extension. The reimbursement sanction will immediately apply to the next fiscal reimbursement request associated with the program of the weatherized unit in question. The reimbursement sanction will remain in effect until Contractor successfully resolves the Hazardous Condition and confirms the resolution with CSD and the designated Inspection

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Contractor. The sanction will apply to all subsequent fiscal reimbursement requests of the primary funding source in question.

- 2) If it is determined that the Contractor has failed to resolve an identified Hazardous Condition in accordance with the Hazardous Correction Work Plan, CSD may utilize the services of the designated Inspection Contractor to successfully resolve the delinquent Hazardous Condition. Contractor will assume responsibility for costs associated with the use of Inspection Contractor's services. The costs will include labor, materials, and travel equal to the Inspection Contractor's training and technical assistance hourly rate and the total amount will be withheld from the Contractor's next request for fiscal reimbursement.
- 3) If it is determined that the Contractor has incorrectly billed CSD because a measure was not installed or the quantity installed is less than the quantity billed, Contractor shall install the billed measure or quantity, if feasible. In cases when a physical remedy is not possible, repayment of the labor and material costs for the noninstalled measure or quantity will be withheld from subsequent reimbursements.
- 4) Contractors will be subject to Special Conditions if it is determined that one or more of the following conditions exist:
 - a. Contractor has a history of unsatisfactory performance.
 - b. Identification of one or more Hazardous Conditions in dwellings weatherized by Contractor.
 - c. Failure to remedy an identified Hazardous Condition in a timely manner (elimination of immediate hazard within 24 hours and complete resolution correction within five working days of written notification).
 - d. Substantial number of Nonhazardous Conditions and/or identified trends or patterns of nonconformance to installation criteria.

11. TRAINING REQUIREMENTS

- A. Within 30 days of employment, weatherization employees of Contractor and subcontractors who provide basic weatherization services shall receive both Lead-Safe Weatherization Training and Environmental Hazards Awareness Training, in accordance with CSD Lead-Safe Weatherization Policy and Procedures. An Assessor, Worker, Supervisor, or Inspector will not be allowed to enter, assess, weatherize, or inspect a pre-1979 dwelling unit until the required Lead-Safe Weatherization Training has been completed. Contractor shall ensure that all

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work performed by a subcontractor under this Agreement adheres to lead-safe weatherization work practices to minimize the exposure of lead to occupants and workers in pre-1979 dwellings.

- B. Within 180 days of employment, weatherization employees of Contractor and subcontractors who provide basic weatherization services shall receive Basic Weatherization Training by completing the Pacific Gas & Electric (PG&E) Energy Training Center, Stockton (ETC--Stockton), San Bernardino Training Center, or other CSD-approved training facility Basic Weatherization curriculum, or Contractor's CSD-approved internal training curriculum that teaches basic weatherization concepts and conformance with CSD's weatherization policies, procedures, and installation standards.
- C. Within 180 days of employment, weatherization and ECIP EHCS employees of Contractor who perform shell sealing and duct leakage diagnostic tests shall be properly trained through the Duct and Shell Sealing/Combustion Appliance Safety Training curriculum at the PG&E ETC – Stockton, San Bernardino Training Center, or a CSD-approved comparable training facility; successful completion of field training provided by CSD's contract field technicians; or a CSD-approved, in-house training curriculum.
- D. Employees of Contractor and subcontractor who perform basic weatherization services and employees of Contractor who perform heating and cooling appliance services and who perform combustion appliance safety (CAS) checks shall be properly trained through the Duct and Shell Sealing/Combustion Appliance Safety Training curriculum at the PG&E ETC—Stockton, San Bernardino Training Center, or at a CSD-approved comparable training facility. Field training provided by CSD's contract field technicians and in-house training is not a substitute for this requirement. CAS training at an approved facility is a precursor to field training. No employee of Contractor and subcontractor shall perform combustion appliance safety checks without having completed the required training.
- E. For weatherization and ECIP EHCS services performed on HUD units, all work crews of Contractor and subcontractor who perform basic weatherization services are required to be trained in HUD-approved Lead-Safe Weatherization, although certification is not required. Although a crew supervisor can be certified as a HUD Lead Supervisor, it is not a substitute for the requirement of trained work crews.
- F. Contractor shall maintain and make available for reference to Contractor's employees and subcontractors who perform weatherization and ECIP EHCS services the following:
 - 1) Current CSD Conventional Home WIS Manual;

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- 2) Current CSD Mobile Home WIS Manual;
- 3) CSD Low-Income Weatherization Assistance Program Policies and Procedures Manual;
- 4) Other applicable policies and procedures; and
- 5) Official Program Notices.

12. CONTRACTOR LICENSING

Contractors that are nonprofit organizations and are performing weatherization activities under this Agreement certify that they possess and will continue to have an active Class "B" General Building Contractor license, issued in the agency's name/qualifying individual by the Contractors' State License Board (CSLB). Contractor shall notify CSD when any changes in licensing occur. Contractor shall possess all applicable licenses as required by the CSLB to carry out the installation and/or repairs of Central HVAC Systems, Furnaces, and Boilers.

13. SPECIAL LICENSING - WEATHERIZATION

Special licensing may also be required for the installation and/or repair of Evaporative Cooler, Cook Top and Range, Vented Space Heater, Air Conditioning, and Gas and Electric Water Heaters, if two or more weatherization measures are not installed in a single unit. Electrical wiring upgrade/replacement and knob and tube wiring certification will always require a C-10 license.

14. LEVERAGING ACTIVITIES

- A. Contractor is strongly encouraged to provide weatherization services to ECIP EHCS-serviced dwellings using LIHEAP, DOE, and/or utility-funded weatherization services excluding DOE ARRA.
- B. Leveraging weatherization funds may be used to install mandatory and/or optional measures in a dwelling in any order practical to the application of weatherization measures. Client files shall be documented accordingly.
- C. Contractor shall ensure that any non-CSD leveraged-funded activity performed in conjunction with the LIHEAP Weatherization and/or the ECIP EHCS program is in conformance with weatherization guidelines. If permitted by the leveraged-funding source, Contractor shall document within the Weatherization and/or ECIP client file the activity performed, date of the activity performed, and the source of the leveraged funds. If the leveraged-funding source prohibits the disclosure of

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such information, Contractor shall at a minimum make reference to the leveraged activity within the weatherization and/or ECIP client file.

- D. CSD ensures that this information will be utilized for the sole purpose of verifying the delivery of services. CSD also reserves the right to use a third-party inspector to review and verify that the leveraged-funded activities conform to applicable standards and practices. Contractor shall ensure that duplicate billings for the same product or service do not occur.

15. RECORD-KEEPING RESPONSIBILITIES

- A. Contractor shall maintain client intake/needs assessment form(s) for Weatherization, HEAP, and ECIP, and appropriate supporting documentation and shall maintain separate client files containing supporting documents related to disqualifications, denials, and appeals for each applicant who is not certified as being eligible to receive assistance.
- B. Contractor shall ensure that the ECIP Home Energy Supplier Assurance (CSD 416) or Contractor's equivalent is completed by each nonregulated utility company, e.g., propane suppliers, wood suppliers, etc., providing services to clients of this Agreement.
- C. All Client Files – General Requirements

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

- 1) For Public Agencies only: Statement of Citizenship, Alienage and Immigration Status for Public Benefits, (CSD 600) and supporting documents;
- 2) Energy Intake Form (CSD 43 or 44) or Contractor's equivalent. Priority points must be written in the designated space on the Intake Form;
- 3) Utility/energy bill(s) for all sources of energy used by qualified households;
- 4) Source documentation supporting eligibility; and
- 5) Client Education Confirmation of Receipt (CSD 321) or Contractor equivalent that substantiates that the client was provided services in accordance with Assurance 16 requirements.

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D. Client Files - ECIP Fast Track, ECIP WPO, HEAP, and WPO

Contractor shall maintain the following documents for each applicant receiving cash assistance services, if applicable:

- 1) A source document that substantiates the ECIP Fast Track supplemental payment that shall include the total amount due (at the time of intake) to the utility company, reconnection fees, and any other assessed utility fees/surcharges; it shall provide the condition(s) that establishes eligibility for benefits in accordance with EXHIBIT F, PROGRAMMATIC PROVISIONS, Section 7.C.3) ECIP Fast Track Benefit Determination; and
- 2) A source document substantiating the portion of rent that is allocated toward energy costs (HEAP and ECIP: Utilities included in rent and WPO only).

E. Client Files - Weatherization and/or ECIP EHCS Specific

Contractor shall maintain the following documents for each applicant receiving weatherization and/or ECIP EHCS services, if applicable:

- 1) Weatherization Building Assessment and Job Order Sheet (CSD 540) or Contractor's equivalent;
- 2) Combustion Appliance Safety Inspection Form (CASIF);
- 3) Blower Door and Duct Blaster Data Sheet (BDDDBDS);
- 4) CSD Hazardous Correction Work Plan (HCWP);
- 5) CSD Weatherization Deferral Form and other source documentation supporting deferrals and appeals;
- 6) Notice of Weatherization/Renovation (CSD 320) or Contractor's equivalent;
- 7) ECIP Heating and Cooling Justification Form (CSD 57);
- 8) Record of Tenant Notification Procedures (CSD 322) or Contractor's equivalent;
- 9) Energy Service Agreement for Rental Units (CSD 515) or Contractor's equivalent;

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- 10) Service Agreement for Unoccupied Multi-Unit Dwelling, (CSD 515d) or Contractor's equivalent;
- 11) Contractor Post Weatherization Inspection Report (CSD 611);
- 12) Weatherization Inspection Report (WIR) (CSD 581);
- 13) Multi-Unit Dwelling Unit Eligibility Certification (CSD 75P) or Contractor's equivalent;
- 14) Required building permits, or building permit applications or documentation of permit cost; and a copy of the final permit with appropriate signatures;
- 15) Copy of lead clearance inspection by a California Certified Inspector/Risk Assessor for applicable pre-1979 HUD units;
- 16) Waivers from CSD to exceed maximum costs of weatherization measures;
- 17) Source documentation that substantiates all actual labor hours and all costs for labor and materials;
- 18) Source documentation of weatherization measures installed and leveraged with other CSD and non-CSD weatherization program funds;
- 19) Source documentation that substantiates the criteria and basis for replacement of all gas and electric appliances including results of all required diagnostic tests results and the nonfeasibility of all mandatory measures not performed or installed;
- 20) Source documentation indicating the manufacturer, manufacture date, make, and model of all replaced refrigerators;
- 21) Source documentation and records substantiating mileage claims by individual weatherized SFD and MUD Unit;
- 22) Source documentation substantiating the referral to CSD or non-CSD weatherization programs for units receiving ECIP EHCS services;
- 23) Source documentation of HERS inspection;
- 24) Source documentation providing evidence that the client receiving disaster-related services was a victim of a natural disaster; and
- 25) All other documentation required by CSD Program Standards.

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F. Client Files – Severe Weather Energy Assistance and Transportation Services (SWEATS) Specific

- 1) Contractor shall maintain the following documents for each applicant receiving services under SWEATS, if applicable:
 - a. Severe Weather Energy Assistance and Transportation Services Intake Form (CSD 51) or Energy Intake Form (CSD 43) or Contractor's equivalent to CSD 43;
 - b. Temporary Emergency Portable Appliance Loan Agreement and Waiver (CSD 52); and
 - c. Source documentation and records substantiating mileage claims for units receiving services under SWEATS.
- 2) Contractor shall maintain the following documents for each applicant receiving Utility Assistance services under SWEATS:
 - a. Severe Weather Energy Assistance and Transportation Services Intake Form (CSD 51) or Energy Intake Form (CSD 43) or Contractor's equivalent to CSD 43;
 - b. Documentation of utility charges at the time of intake; and
 - c. Source documentation that substantiates the household's economic hardship as a direct result of the disaster.

G. Weatherization and ECIP EHCS Specific

- 1) Labor and Materials
 - a. Contractor shall maintain source documentation in such a manner that include job references and total labor hours so that actual costs and actual labor hours billed to the weatherization and ECIP EHCS programs can be substantiated.
 - b. Contractor shall document all costs expended under this Agreement with purchase orders, inventory records, and payroll records identifying the funding source.
 - c. Contractor shall maintain source documentation in such a manner to prove that materials used under this program conform to the

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requirements contained within the CSD Weatherization Installation Standards and/or state, county, or local regulations.

2) Training

Contractor and subcontractors who perform weatherization and ECIP EHCS services are required to maintain a training log for current employees. The training log shall document for each employee all training received and shall include for each training session/course the source/location, type/content, and completion date. Such training log shall be maintained in the Contractor's file and shall be made available for review by CSD upon request.

3) Equipment

- a. Contractor and subcontractors who perform combustion appliance safety tests shall maintain the Carbon Monoxide Analyzer Calibration Log (CSD 785) documenting the calibration of all analyzers as required.
- b. Contractor and subcontractors who perform blower door and duct leakage diagnostic tests shall maintain the Manometer Calibration Log (CSD 786) documenting the calibration of all manometers as required.
- c. Contractor and subcontractors who keep an inventory of portable appliances for the SWEATS program shall maintain a log documenting the location of all portable appliances on loan and in reserve. The log shall document the retirement or loss of the equipment.

H. Automation

- 1) Contractor shall use an automated application system capable of supporting LIHEAP's data collection and reporting requirements. Contractor must use ServTraq, ServTraqLITE, or equivalent software database transfer method to transmit client data to CSD. No database transfer will be accepted prior to the completion of ServTraqLITE training or, for those using a stand-alone database application, successful data file transfer testing to CSD. Contractor shall submit the data in accordance with CSD's data entry standards. Contractor shall assure that adequate files are maintained as required in EXHIBIT F, PROGRAMMATIC PROVISIONS, Section 9., RECORD-KEEPING RESPONSIBILITIES."

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- 2) Contractor shall also be responsible for monitoring the CLASS online reports and for resolving payment issue(s) related to the delivery of benefits. The Agency Allocations/System Maintenance screen shall display historical and current detail level of program allocation information, summarizing agency's annual program allocation, expenditures, and returned benefits eligible for reissuance, if any. The Variance Report shall display the detail level of benefit information whereby the eligible benefit amount differs from the paid benefit amount. For resolution of partial credit returns, Contractor shall be responsible for following up with the client to resolve payment issue(s) and for providing the State with the necessary information to reissue benefit(s). For full credit returns and warrant redeposits, Contractor shall be responsible for resolving and updating client data in CLASS to reissue benefit(s).

- 3) Utilizing reporting options available within the CLASS On-Line System, Contractor shall be responsible for generating HEAP and ECIP (FastTrack) reports to attain data specific to the following: rejected records, intake data, client and payment status, expenditures and current allocation balance, returned benefits, summarized county energy costs and burden, and a year-to-date goal status.

16. ATTACHMENTS TO THE CONTRACT

The following documents are hereby attached to this Exhibit.

- | | | |
|----|----------------|--|
| A. | ATTACHMENT I | ECIP Policy and Procedures |
| B. | ATTACHMENT II | Severe Weather Energy Assistance and
Transportation Services (SWEATS) Policy |
| C. | ATTACHMENT III | CSD LIHEAP/DOE Weatherization Programs
Health and Safety Appliance Replacement Policy |

EXHIBIT F – ATTACHMENT I ECIP Policy and Procedures

Purpose of Policy

Federal and state law requires CSD to allocate a portion of the total LIHEAP block grant allocation to provide an energy crisis intervention program (ECIP) that delivers timely and effective assistance to low-income individuals to resolve energy-related emergencies. The purpose of these criteria is to clarify the allowable uses of ECIP funds by energy service providers in California.

Definition of Emergency

ECIP funds may only be used to resolve emergencies that fit the federal definition, including:

1. A natural disaster (whether or not officially declared);
2. A significant home energy supply shortage or disruption;
3. An official declaration of a significant increase in:
 - a. Home energy costs;
 - b. Home energy disconnections;
 - c. Enrollment in public benefit programs; or
 - d. Unemployment and layoffs, or
4. An official emergency declaration by the Secretary of Health and Human Services.

In those situations where there is not an official federal, state, or local declaration of emergency, i.e., an undeclared natural disaster or a significant home energy supply shortage or disruption that affects a low-income individual, an emergency will be deemed to exist by CSD where there is imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

Role of the LIHEAP Agency Plan

CSD has expanded the LIHEAP Agency Plan to collect general information related to the delivery of LIHEAP services, including ECIP services, at the local level.

The Agency Profile will include statistical information – including demographic, income and geographical information, fuel type usage, climate data, and historical service and budgetary data derived from local and statewide programmatic and fiscal reporting – which will be used to help support each local service provider's priority plans and seasonal timeframes for delivering emergency heating and cooling services.

This planning information is intended to enable each local service provider to support its service delivery plans and proposed budget allocations for emergency and nonemergency cash assistance, weatherization, emergency heating and cooling services, and outreach and education, based on information unique to the service area.

Role of the ECIP Component in the LIHEAP Agency Plan

The ECIP component of the LIHEAP Agency Plan is intended to guide the implementation and execution of the local service provider's LIHEAP activities, including emergency heating and cooling activities.

This component is designed to produce a detailed narrative to support the local service provider's Fast Track/WPO, ECIP Heating and Cooling Services, and ECIP SWEATS plan for services and budget, based on its prioritization of goals to serve vulnerable populations and the local heating and cooling seasons, among other things.

At the provider's election, emergency heating and cooling services and emergency cash assistance may be prioritized according to vulnerable populations. The proposal for such prioritization shall be reasonably related to a current analysis of the local service area's needs per the provider's LIHEAP Agency Plan.

Role of the ECIP Component in the LIHEAP Agency Plan
(continued)

Vulnerable populations that may be considered include, but are not limited to:

1. Elderly (60 years old and over);
2. Young children (5 years old and under);
3. Disabled or proof of other medical necessity;
4. Households with the highest energy burdens.

Requirements for Charging to EHCS

To charge activities to emergency heating and cooling services (EHCS) under ECIP, local service providers must do all of the following throughout the program year:

1. Provide services, including outreach and eligibility and application processing, at sites that are geographically accessible to all households in the service area.
2. Within 48 hours after a household applies for ECIP benefits, provide assistance that will resolve the energy crisis if the household is eligible.
3. Within 18 hours after a household applies for ECIP benefits provides assistance that will resolve the energy crisis if the household is eligible and there is a life-threatening situation.
4. Ensure that the ability for any household in the service area to submit an application for ECIP benefits is not limited by physical disability or geographical barriers.
5. Provide education to clients experiencing an emergency, including information on potential health and safety hazards.

Emergency Heating and Cooling Services (EHCS)

A. Allowable Services: ECIP funds may be used for the repair, replacement, and new installation for certain heating and cooling (HVAC) appliances and water-heating appliances identified by CSD, as long as there is documented proof that:

1. The applicant is income eligible and is able to submit the required documentation to complete the eligibility of the dwelling; AND
2. The applicant has insufficient funds to pay the cost of repairing or replacing an eligible heating or cooling appliance or for a new heating or cooling appliance; AND
3. The appliance condition meets any one of the Appliance Repair/Replacement Criteria (see Section B below); AND
4. The services mitigate and completely resolve the emergency and satisfy the relevant Emergency Assistance Timeframes (see Section C below).

B. Appliance Repair/Replacement Criteria:

1. HVAC/Hazardous Condition: The repair or replacement of an HVAC appliance qualifies under ECIP if it has a hazardous condition that poses a direct risk of fire or dangerous indoor air quality, including:
 - a. High CO levels, as identified per CSD CAS Testing Standards.
 - b. Gas or refrigerant leak.
 - c. Cracked or defective heat exchanger that can elevate CO and/or cause CO to enter the living space.
 - d. Installation condition that violates a significant state or local building code, e.g., a wood-burning stove in a mobile home that draws combustion air from the living space.
 - e. Other hazardous condition, upon the preapproval of CSD.

Emergency Heating and Cooling Services (EHCS)
(continued)

2. HVAC/Hardship Cases: The replacement of an HVAC appliance qualifies under ECIP if using the existing appliance creates a hardship, including:
 - a. Wood-burning stove in the home of an elderly or disabled tenant who cannot physically handle the fuel.
 - b. No heating appliance is present (see Item 4 below).
3. Water Heater/Hazardous Condition: The repair or replacement of a Water Heating appliance qualifies under ECIP if it has a hazardous condition that poses a direct risk of fire or dangerous indoor air quality or living conditions, including:
 - a. High CO level, as identified per CSD CAS Testing Standards.
 - b. Gas leak.
 - c. Installation condition violating a significant state or local building code, including improper clearances, inadequate combustion air supply, or nonconforming location and/or venting.
 - d. Ruptured tank and/or excessive water leakage from water heaters located within conditioned living areas. (Note: this does not authorize the use of ECIP funds to repair or replace leaking water heaters located in unconditioned areas, e.g., garage, exterior water heater closets.
 - e. Other hazardous condition, upon the preapproval of CSD.
4. Nonexistent or Inoperable Appliance: The repair or replacement of an HVAC or Water Heating appliance qualifies under ECIP if it is nonexistent or wholly inoperable, AND the applicant EITHER:
 - a. Has a qualifying "medical condition" that requires temperature or climate control, as verified by a doctor's recommendation or other objective evidence gathered at the time of application; OR
 - b. Is a member of a vulnerable population as identified in the LIHEAP Local Plan and the absence of the appliance creates an emergency health and safety need.

C. Emergency Assistance Timeframes

1. Mitigation: Mitigation is the "immediate action" taken in the short-term to address the emergency. An agency may charge all emergency heating and cooling services, including the eventual repair and replacement of an HVAC or Water Heating appliance, when the following mitigation is provided:
 - a. Hazardous Conditions: For all hazardous conditions, the agency must, at a minimum, cap, or disable the HVAC appliance within eighteen (18) hours;
 - b. Provide education (if not already accomplished by another entity);
 - c. Temporary Portable Devices: For all hazardous, nonexistent, and inoperable HVAC appliances, the agency must offer to make available a temporary portable heating and/or cooling device to provide seasonally appropriate indoor climate control until the HVAC appliance is repaired or replaced, as follows:
 - i. Such device shall be offered within eighteen (18) hours to any applicant with a qualifying "medical condition" as described above;
 - ii. Such heating device shall be offered within eighteen (18) hours to any elderly or disabled applicant whose wood-burning stove is inoperable

Emergency Heating and Cooling Services (EHCS)
(continued)

- or is operable but handling the fuel is a physical hardship;
- iii. Such device shall be offered within forty-eight (48) hours to all other applicants.
2. Decision to Repair or Replace Appliance: In recognition of the limited funds available for all LIHEAP services, including ECIP services, each agency is authorized to determine whether or not it can repair or replace an individual hazardous, nonexistent, or inoperable HVAC or Water Heating appliance based on considerations such as eligibility, cost/budget, and the agency's own LIHEAP Agency Plan. Such determination shall be delivered in writing to each applicant for whom service cannot be provided no later than 30 calendar days after the initial assessment of the appliance.
3. Repair and Replacement: The repair and replacement of an HVAC appliance may be charged to ECIP when the agency can demonstrate that the repairs were scheduled and completed to the extent practicable ahead of all nonemergency weatherization, AND according to the LIHEAP Agency Plan, AND no later than the end of the appropriate heating or cooling season identified in the LIHEAP Agency Plan as follows:
- a. The repair or replacement of a space heater must be completed no later than the end of the current or immediately upcoming heating season; OR
 - b. The repair or replacement of a cooler must be completed no later than the end of the current or immediately upcoming cooling season; OR
 - c. If a heater or cooler is repaired or replaced after the end of the current or immediately upcoming season, the agency must obtain CSD's preapproval by providing written justification for the delay, either on a case-by-case basis or in its LIHEAP Agency Plan. If CSD grants approval for delayed emergency heating and cooling services, the agency shall use its best efforts to make programmatic or fiscal adjustments in subsequent years to achieve the seasonal requirements.

Requirements for Charging to Fast Track/WPO

To charge activities to emergency heating and cooling services (EHCS) under ECIP, local service providers must do all of the following throughout the program year:

- 1. Provide outreach and general information to potential clients, including: eligibility, application processing, hours of operation, and other available resources to assist clients with managing utility expenses, i.e., utility-funded bill assistance programs, balance payment programs, and weatherization/home rehabilitation programs.
- 2. Provide education to clients experiencing an emergency, including education on potential health and safety hazards, and referral information to resolve the emergency situation.

Emergency Utility Assistance

- A. Allowable Services: ECIP Funds may be used for cash subsidy assistance benefit for:
- 1. Electric and Gas (Fast Track);
 - 2. Wood, Propane and Oil (WPO).
- B. Emergency Cash Assistance Criteria: Documented proof is required that the applicant is an eligible LIHEAP beneficiary and is experiencing any one of the following qualifying emergency conditions to receive emergency utility assistance under ECIP:
- 1. Receipt of utility shutoff notice;

**Emergency
Utility
Assistance**
(continued)

2. Utility or energy termination;
 3. Insufficient funds to establish a new energy account;
 4. Insufficient funds to pay a delinquent utility bill; or
 5. Insufficient funds to pay for essential firewood, oil, propane.
- C. Mitigation: Mitigation is the “immediate action” taken in the short term to address the emergency. For utility assistance emergencies, mitigation shall include either the issuance of a direct benefit (to the client or utility provider) or the issuance of a payment commitment to the servicing utility provider within 18 hours from both the date of eligibility (qualification) determination and commitment to provide services by agency.
1. Natural Gas and Electric Utility Customers: For clients with a qualifying electric or natural gas energy service emergency, agencies may use Fast Track funds to assist in paying arrearage balances, service reconnections fees, and deposits up to a maximum benefit of \$1,000 in efforts of avoiding service disruption. Due to program limitations, it is conceivable that the amount of assistance necessary to resolve the emergency may extend beyond the scope of program and service ability of the service provider. In these instances, agencies shall, to the extent both feasible and practical, attempt to resolve the emergency by exploring client partial payment options and/or education and referral to other benefit providers.
 2. Wood, Propane, and Oil Customers: For clients with a qualifying wood, propane, or oil energy emergency, agencies may use ECIP WPO funds to provide crisis intervention services, including the purchase of these energy commodities for distribution to qualified clients or the issuance of direct benefit assistance to either the qualified client or vendor (on behalf of the client).
- D. Funding and Services Availability:
1. Because of California’s diverse seasonal climates (heating and cooling seasons) combined with the fact that most delinquent utility bills often arrive beyond the periods of highest energy consumption, providers shall make utility cash assistance and emergency cash assistance services available throughout the full term of the contract—unless justified in its plan.
 2. Note: Agencies will be extended the flexibility to increase or decrease utility assistance program allocations throughout the term of the contract (budget modifications or amendments) in efforts to improve local responses to changing demands for services, climate events, and/or utility market events affecting consumer pricing and supply demand.
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EXHIBIT F – ATTACHMENT II

Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy

General Information

Purpose The purpose of the SWEATS Policy is to provide guidelines for Agencies' use of SWEATS-related emergency services.

Intent The intent of SWEATS is to address the energy-related emergency needs of low-income households affected by a natural disaster.

In general, SWEATS emergency services are to be viewed as temporary or interim measures only and are not intended to serve as a permanent solution to serving the long-term heating/cooling energy needs of low-income households beyond the present emergency or crisis.

It is strongly encouraged that Contractors conduct follow up on clients receiving SWEATS emergency (temporary) heating/cooling services to ensure their health and safety until such time a more permanent solution can be offered to alleviate the health hazard condition.

- Activation**
1. The activation of SWEATS services is at CSD's sole discretion.
 2. Agencies may only implement SWEATS services upon CSD approval and notification that a particular event has triggered its use.
 3. The official notification will identify the effective period for providing SWEATS services.
 4. Agencies must submit to CSD a written statement specifying what steps they have taken to coordinate services with the local CSBG provider to respond to the low-income needs and ensure that the ECIP and CSBG funds are being maximized in response to the local emergency.
 5. In the event a bona fide emergency occurs during CSD non-business hours, Contractor at its discretion can elect to activate the terms and conditions of SWEATS. The local activation of SWEATS will remain in effect until CSD's next official business day.
-

**SWEATS
Service
Provisions**

SWEATS service provisions include:

- ✓ Utility Assistance
 - ✓ Temporary Housing Services
 - ✓ Transportation Services
 - ✓ Temporary Heating and Cooling Appliances.
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Continued on next page

EXHIBIT F – ATTACHMENT II

Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy

General Information, Continued

**SWEATS
Service
Provisions
(continued)**

SWEATS service provisions are exempt from the priority plan requirements. However, agencies must exercise discretion for ensuring that the SWEATS services target qualified low-income households most impacted by the natural disaster and with the greatest need.

**Program
Eligibility**

1. Eligible low-income households are defined as those experiencing an energy-related emergency as a direct result of a natural disaster.
 2. To expedite the eligibility verification process, households may self-certify total household income by completing the SWEATS intake form (CSD 53). Clients must provide a written statement qualifying their economic hardship as a direct result of a natural disaster and the inability to manage household energy expenditures, i.e., unemployed, reduced work hours, with the exception to clients seeking SWEATS Utility Assistance.
 3. Eligibility determination is not required for those clients receiving SWEATS transportation services to and from cooling centers or shelters. However, efforts should be made to limit services to eligible low-income households most at-risk.
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NOTE

1. A social security number **is not required** to complete the SWEATS Utility Assistance form.
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Continued on next page

EXHIBIT F – ATTACHMENT II

Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy

Service Provisions – SWEATS Utility Assistance

Allowable Services

1. Agencies are allowed to provide SWEATS utility benefits only to those low-income families experiencing economic hardship as a direct result of a disaster and at-risk of losing energy services or unable to secure utility services.

The SWEATS benefit amount, NOT TO EXCEED \$1,000, is limited to:

- ✓ The amount due at the time of intake to the utility company in energy charges,
 - ✓ Reconnection fees, and
 - ✓ Other assessed utility fees surcharges.
2. SWEATS utility assistance benefits are entirely separate from HEAP, WPO, and Fast Track Utility assistance benefits and may be issued to an eligible household previously receiving a HEAP or Fast Track benefit within the current program year.
 3. Clients with their utilities included in rent are eligible to receive SWEATS utility assistance services. In these instances, the same eligibility and benefit guidelines apply with the exception that the agency will issue the benefit directly to the client.
-

SWEATS Benefit Responsibilities

Service Providers shall deliver SWEATS benefits directly to energy vendors and/or utility companies on behalf of clients whose energy sources are natural gas, electricity, or wood/propane/oil.

1. CSD will coordinate with the utility companies to accept new SWEATS Utility Assistance manual direct pay process.
 2. Agencies shall complete the SWEATS Manual Direct Payment form (CSD 291) providing a compiled list of customers, accounts, and qualifying benefit amount for SWEAT utility assistance recipients.
 3. A Service Provider shall submit completed Manual Direct Payment form and payment to utility company for account crediting.
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EXHIBIT F – ATTACHMENT II

Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy

Service Provisions – SWEATS Utility Assistance, Continued

LIHEAP Flexibility

Under this flexibility, SWEATS eligible households may self-certify their eligibility for HEAP and Fast Track services by:

1. Completing the CSD Energy Intake Form, CSD 43;
2. Affirming their low-income eligibility by stating their gross monthly income (on the intake form);
3. Indicating the utility service provider (utility company) in which to apply the LIHEAP assistance benefit;
4. Providing an estimation of the household's average energy expenditures for natural gas and/or electricity; and
5. Signing the application attesting the accuracy of the provided information and the applicant's income eligibility to participate in the program.

In order to enter self-certified HEAP and Fast Track applications into CLASS, Service Providers must obtain the required account information. e.g., account number, service address, and customer of record, to satisfy applicant data requirements and ensure the successful delivery of the benefit to client's utility account.

Transferring Funds

1. If an Agency so chooses, it may transfer funds from the nonconsideration HEAP and/or Fast Track components of the LIHEAP contract into the SWEATS Utility assistance component.
 2. A budget modification will be necessary to accomplish the transfer of nonconsideration funds to the SWEATS Utility Assistance component. If you choose this option, please contact your Field Representative for further instructions. CSD will expedite the transfer of funds to facilitate immediate assistance.
 3. No budget modification will be required if the transfer is from a consideration component to the SWEATS component.
 4. Unspent funds – At the conclusion of this temporary option, CSD will contact your agency to facilitate the return of any unspent funds to the original nonconsideration component through a modification process.
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EXHIBIT F – ATTACHMENT II

Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy

Service Provisions – Temporary Shelter and Transportation

Temporary Shelter, Coats, and Blankets

1. Agencies are allowed to provide temporary shelter or house individuals in hotels, apartments, or other living situations in which homes have been destroyed or damaged, i.e., placing people in settings to preserve health and safety and to move them away from the energy crisis situation.
 2. Temporary shelter or housing expenses shall be limited to a maximum of five (5) days per eligible household.
 3. Agencies may also provide coats, blankets, and sleeping bags as tangible benefits to keep individuals warm.
-

Transportation Services

Agencies are allowed to provide for transportation (cars, shuttles, buses) to transport low-income individuals to:

1. Cooling centers **only** during the summer months.
 2. Shelters, when health and safety is endangered by loss of access to heating or cooling, and
 3. Medical facilities to seek assistance and treatment for displaced low-income individuals residing in a temporary shelter.
 4. Allowable modes of transportation under the SWEATS program:
 - a. Agency-owned or leased vehicles,
 - b. Adequately insured staff vehicles,
 - c. Public transportation, and
 - d. Vehicles rented specifically for the sole purpose of transporting clients to cooling centers or hotels.
-

EXHIBIT F – ATTACHMENT II

Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy

Service Provisions – Portable Heating and Cooling Appliances

Purchases In accordance with LIHEAP contract procurement guidelines, agencies may purchase portable equipment for the purpose of creating a reserve of appliances to lend to clients on a temporary and interim basis when a SWEATS event occurs. Service Providers may purchase portable equipment under this policy prior to a designated SWEATS event.

The following portable equipment purchases are allowable under the SWEATS policy:

- ✓ Air Conditioners
 - ✓ Evaporative Coolers
 - ✓ Heaters
 - ✓ Fans
 - ✓ Generators.
-

Loaned Appliances

1. Priority shall be given to those persons dependent upon electrically powered medical equipment and/or other medical conditions, which would require crisis intervention services.
 2. Portable heating and cooling equipment can be loaned to clients on a temporary basis until such time as:
 - a) The dwelling's heating and/or cooling appliance is repaired or replaced; or
 - b) The crisis or emergency has passed.
 3. Generators can be held in reserve and loaned to clients for use during blackouts or other similar emergencies to sustain warm or cool indoor air temperatures and/or to mitigate other health and safety concerns.
-

Loaned Appliance Returns

1. It is the responsibility of the Contractor to contact the client to make arrangements for retrieval.
 2. Clients are required to return the portable equipment to the Contractor before the installation of permanent heating and cooling services can ensue.
-

Continued on next page

EXHIBIT F – ATTACHMENT II

Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy

Service Provisions – Portable Heating and Cooling Appliances, Continued

**Loaned
Appliance
Returns**
(continued)

3. At agency's discretion, the following portable appliances do not have to be returned:

Appliance	Cost
Space Heater	Less than \$75
Fan	Less than \$25

**Service
Responsibilities**

1. Many appliances that may be used for emergency service **do not** offer the energy-efficiency and safety benefits as compared to the long-term residential heating and cooling services offered under ECIP EHCS and weatherization.
2. In addition, many such appliances are not designed or intended to serve as the *primary* heating or cooling source for a residence. Therefore, Contractors shall exercise caution when rendering these appliances to ensure that clients are fully educated on the proper use, limitations, and maintenance of these appliances in accordance with manufacturer's instructions.
3. Contractor shall give priority to such clients for receiving weatherization and ECIP EHCS Services in the future.

**Disallowed
Services**

LIHEAP and/or SWEATS funds may not be used to provide emergency services that are not home energy-related, including:

1. Payments for water/sewage utility services;
2. Mortgage or rent assistance UNLESS assistance benefits are necessary costs to shelter individuals from the crisis situation for a TEMPORARY period of time not to exceed a maximum of five (5) days;
3. Ramps and wheelchairs;
4. Utility assistance for households housing displaced victims UNLESS the household is already low-income and qualifies for LIHEAP assistance;
5. School uniforms and school supplies;
6. Clothing (except for coats);
7. Mattresses, cots, air beds, and pillows;
8. Gift cards, phone cards, and food and department store vouchers/gift certificates;
9. Site clean-up to homes not occupied by low-income families and where the condition of the dwelling makes it ineligible to receive weatherization services, i.e., completely destroyed, major structural damage, etc.

EXHIBIT F – ATTACHMENT II

Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy

Reimbursable Expenses

Temporary Shelter, Coats, and Blankets

Actual costs related to temporary shelter/housing (limited to five [5] days), coats, blankets, and sleeping bags are reimbursable expenses.

Transportation Services

The following expenses related to transportation to cooling centers or hotels are reimbursable:

1. Mileage accumulated from transporting low-income clients and those most at-risk to Cooling Centers or Hotels.
 2. Mileage is reimbursable at the current LIHEAP mileage rate and is not subject to the 60-mile round trip rule. The entire round trip from the vehicle storage site and back is chargeable to the program.
 3. Reimbursement for public transportation and vehicles rented specifically for the sole purpose of transporting clients to cooling centers or hotels are reimbursable at actual costs.
-

Portable Appliances

The following expenses related to temporary portable appliances are reimbursable:

1. Actual Costs of portable appliances purchased and held in reserve for loan to client can be charged to the program when acquired.
 2. Labor and Materials associated with the repair and maintenance of all portable heating and cooling appliances and generators held in reserve for purposes of loaning the appliances to clients on an interim basis is a chargeable expense. Repair and maintenance of appliances not part of the reserve inventory under terms of this policy must be absorbed through the approved labor rate.
 3. Labor costs incurred with the delivery and set-up of portable heating/cooling appliances and generators to clients, including labor expenses for agency staff (crewmembers and support staff) and subcontractors.
 4. Fuel expenses to run loaned generators are reimbursable.
 5. Contractors may claim a single travel credit to cover travel expenses for the delivery of loaned portable appliances/generators to Single-Family Dwellings (1 to 4 Units) and Multi-Unit Dwellings (5 or more Units).
 6. Mileage is reimbursable at the current LIHEAP long-distance mileage rate and is subject to the 60-mile round trip rule.
-

EXHIBIT F – ATTACHMENT II

Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy

Reporting Requirements

Use of Forms Below are listed the forms and their use under the SWEATS program.

Utility Assistance

Form No.	Use
CSD 43	<u>Energy Intake Form</u> – Used for all utility assistance payments to capture all required eligibility information for SWEATS Utility service applicants including client demographics and income.
CSD 291	<u>Manual Direct Payment Form</u> – Used for utility assistance payments to list all customer names, accounts, and amount credited for utility company use.

SWEATS Portable Equipment Loan Program

Form No.	Use
CSD 51	<u>Severe Weather Energy Assistance and Transportation Services Intake Form</u> - Used for all portable appliance loans to capture client demographics, income, dwelling type, and type of portable equipment loaned.
CSD 52	<u>Portable Appliance Loan Agreement and Release and Waiver</u> – Used for all portable appliance loans by providing a description of equipment loaned and terms and conditions of the loan agreement. Agreement requires the signature of the client before the loaned appliance is provided.

Reimbursement

Form No.	Use
CSD 670	<u>Assurance 16/Intake/ECIP/HEAP Expenditure Activity Report</u> – Used for all SWEATS Services to report SWEATS Client Demographics and reimbursements for all SWEATS Services provided during the report period.

Continued on next page

EXHIBIT F – ATTACHMENT II

Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy

Reporting Requirements, Continued

Utility Assistance

Expenditure reimbursements for the SWEATS Utility Assistance payments are to be reported in EARS under Section 240 – SWEATS Program Costs, Utility Assistance Payment.

1. Enter number of households served with utility assistance in the “# of Dwellings” column.
2. Enter total benefits paid in the “Rate or Materials or Fees” column.

Client Demographics – client demographics and income data conveyed on the Energy Intake Form (CSD 43), are to be reported under:

- ✓ Section 215– SWEATS HHs Assisted with Gross Monthly Incomes
- ✓ Section 216– SWEATS HHs Assisted with at Least One Member who is part of a Vulnerable Population
- ✓ Section 217– SWEATS Recipients – Number of People Assisted
- ✓ Section 218– SWEATS Recipients – Serviced dwellings by type.

Temporary Shelter, Coats, Blankets

Contractor shall report temporary shelter/housing, coats, and blankets in EARS under Section 240 – SWEATS Program Costs.

1. Enter number of households served in the “# of Dwellings” column.
2. Enter total cost for Shelter/Housing in the “Rate or Materials or Fees” column.

Transportation Services

When transportation is provided by agency, staff and rental vehicles, mileage is reportable in Section 240 – SWEATS Program Costs, Mileage to Cooling Centers or Hotels.

1. Enter the number of miles to be reimbursed under the “Units of Measure or Labor” column.
2. The mileage rate is preset. The total cost will be calculated according to the miles entered.

Costs for public transportation fares and rental vehicles (excluding fuel costs) are reportable in Section 240 – SWEATS Program Costs.

1. Enter number of households served in the “# of Dwellings” column.
2. Enter total cost for transportation in the “Rate or Materials or Fees” column.

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EXHIBIT F – ATTACHMENT II

Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy

Reporting Requirements – Portable Appliances, Continued

NOTE: If a client is loaned a portable appliance, the following information shall be reported even if the client subsequently receives ECIP EHCS or weatherization services.

Purchase of Portable Appliances

Expenditure reimbursement for the actual purchase cost of portable equipment and generators are to be reported under Section 240 – SWEATS Program Costs.

1. Enter the total number of appliances purchased under the “Dwellings” column.
 2. Enter the actual cost of equipment purchase under the “Rate or Materials or Fees” column.
-

Loaned Portable Appliances

Expenditure reimbursement for the loaned appliance is to be reported under Section 241 – SWEATS Loaned Appliances Program.

1. Enter the total dwellings under the “Dwellings” Column.
 2. Enter the total labor costs incurred (based on the approved LIHEAP labor rate and actual labor hours), if applicable under the “Units of Measure or Labor” column. **This should not include travel time.**
 3. If support labor is incurred and **no crew labor** is chargeable, then Contractors shall report actual support staff labor expenses under the “Other Labor” column.
-

Repair and Maintenance of Loaned Appliances

Expenditure reimbursement for the repair and maintenance of loaned appliances is to be reported under Section 240 – SWEATS Program Costs.

1. Enter the total number of appliances that received repair/maintenance under the “Dwellings” column.
 2. Enter the total labor costs incurred based upon the approved labor rate and actual labor hours in accordance with current LIHEAP reimbursement guidelines under the “Unit of Measure or Labor” column.
 3. Enter the actual cost of materials used to repair/maintain appliance under the “Rate or Materials or Fees” column.
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EXHIBIT F – ATTACHMENT II

Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy

Reporting Requirements – Portable Appliances, Continued

**Fuel for
Loaned
Generators**

Expenditure reimbursement for the cost of fuel supplied to clients for the temporary use of generators is to be reported for reimbursement under Section 241 – SWEATS Loaned Appliances Program.

1. Enter the number of dwellings receiving fuel for loaned generators under the “# of Dwellings” column.
 2. Enter the total labor costs incurred (based on the approved LIHEAP labor rate and actual labor hours), under the “Units of Measure or Labor” column.
 3. Enter the cost of the fuel supplied, under the “Rate or Materials or Fees” column.
 4. Enter any costs incurred for subcontractors. **This should not include travel time.**
 5. If support labor is incurred and no crew labor is chargeable, then contactors shall report actual support staff labor expenses under the “Other Labor” column.
-

Travel Credits

Travel credit claims related to the delivery of loaned equipment are to be reported under Section 243– SWEATS Loaned Appliances Program. Enter the total number of dwellings receiving loaned equipment services for the reporting period under the appropriate dwelling type (Single Family or Multi-Unit).

Mileage

Expenditure reimbursement for the cost of mileage that exceeds 30 miles one-way or 60 miles round trip to deliver a portable appliance or generator is to be reported under Section 243– SWEATS Loaned Appliances Program.

**Client
Demographics**

Client demographics and income data conveyed on the Intake Form (CSD 43) shall be reported in the same manner as Utility Assistance payments.

EXHIBIT F – ATTACHMENT II

Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy

Record-keeping Requirements

Utility Assistance

All SWEATS Utility Assistance client files must be maintained in the same manner as standard ECIP Fast Track clients. They shall include:

1. Energy Intake Form (CSD 43);
 2. Utility/energy bills or equivalent; and
 3. Written statement attesting to economic hardship.
-

Temporary Shelter, Coats, and Blankets

Service Providers are required to establish adequate documentation that the funds were used for allowable purchases.

Transportation Services

Mileage records must be maintained to substantiate the request for reimbursement. The log must include:

1. A log of client names receiving the transportation service;
 2. Type of transportation;
 3. The names and physical location of the cooling facilities and hotels; and
 4. Dates of when transportation services were rendered.
-

Portable Appliances

Portable Appliance Log

At a minimum, a log must be kept in such a manner that records the location of all portable appliances on loan and in reserve. This log shall also document the retirement or loss of reserve equipment, and permanently issued portable devices, e.g., fans and space heaters.

Portable Appliance Loan Agreement

All files for clients receiving temporary and permanently issued portable equipment for an emergency situation must include:

1. Energy Crisis Intervention Services Intake Form (CSD 51);
 2. Self-certification of client eligibility; and
 3. Portable Appliance Loan Agreement Release and Waiver (CSD 52)
 4. Mileage records, if applicable.
-

EXHIBIT F – ATTACHMENT III
CSD LIHEAP/DOE Weatherization Programs
Health and Safety Appliance Replacement Policy

Purpose

The purpose of this policy is to define the conditions and criteria for the replacement of specific appliances under CSD's LIHEAP and DOE Weatherization Programs. This policy sets conditions and criteria that are in addition to, and not instead of, all other provisions of the applicable contract, including but not limited to allowable expenditures under ECIP and SWEATS. Please cross-reference all applicable policies to determine the allowability of appliance replacements in any particular situation.

Space Heating Unit

Replacements may be performed under one of the following circumstances:

- Existing heating appliance poses a health and safety hazard; or
- Absence of a space heating appliance or an inoperable space heating appliance poses imminent harm to the safety and well being of the occupants.

Condition of appliance must meet any one or more of the following criteria:

- Repair cost exceeds 30% of replacement cost;
- Replacement parts to complete repair are obsolete and not available;
- CO hazard exists that cannot be corrected or repaired within the scope of the program;
- Cracked, damaged, improperly modified, or defective firebox/heat exchanger;
- Existing furnace in mobile home is not listed and approved for use in a mobile home (per current HUD Code), including an open combustion unit in the living space;
- Existing unit verified by a certified technician to be inoperable and cannot be repaired.

Replacements are subject to the following limitations:

- Limited to dwelling's primary space heating appliance;
 - Performed only in conjunction with weatherization services;
 - Age of the appliance is not a basis for replacement;
 - Repairs and replacements performed under DOE for non-health and safety reasons are considered Optional Measures and subject to the NEAT Energy Audit.
-

Wood-Burning Stoves

Replacements may be performed under one of the following circumstances:

- Existing stove poses a health and safety hazard; or
- Absence of the appliance or an inoperable appliance poses imminent harm to the safety and well being of the occupants.

Condition of appliance must meet any one or more of the following criteria:

- Repair cost exceeds 30% of replacement cost;
 - Replacement parts to complete repair are obsolete and not available;
-

Continued on next page

Health and Safety Appliance Replacement Policy, continued

Wood-Burning Stoves (continued)

- CO hazard exists that cannot be corrected or repaired within the scope of the program;
- Cracked, damaged, improperly modified, or defective firebox;
- Cracks in stove beyond repair and making it unsafe to operate;
- Defective door cannot be repaired or replaced;
- Existing wood stove in mobile home is not listed and approved for use in a mobile home (per current HUD code).

Replacements are subject to the following limitations:

- Limited to dwelling's primary heating or cooking appliance;
 - Performed only in conjunction with weatherization services;
 - Age of the appliance is not a basis for replacement;
 - Repairs and replacements performed under DOE for non-health and safety related reasons are considered Optional Measures and subject to the NEAT Energy Audit.
-

Central and Window/Wall Air Conditioners

Replacements may be performed under one of the following circumstances:

- Existing cooling appliance poses a health and safety hazard; or
- Absence of a cooling appliance or an inoperable cooling appliance poses imminent harm to the safety and well being of the occupants.

Condition of appliance must meet any one or more of the following criteria:

- Repair cost exceeds 50% of replacement cost and/or exceeds the scope of general maintenance (window wall A/C only);
- Repairs other than those listed exceed 50% of replacement cost (central A/C only);
- Replacement parts to complete repair are obsolete and not available;
- Existing unit is verified by a technician/contractor to be inoperable and cannot be repaired.

Replacements are subject to the following limitations:

- Limited to the dwelling's primary cooling appliance;
 - Performed only in conjunction with weatherization services;
 - Age of the appliance is not a basis for replacement;
 - Repairs and replacements performed under DOE for non-health and safety related reasons are considered Optional Measures and subject to the NEAT Energy Audit.
-

Evaporative Coolers

Replacements may be performed under one of the following circumstances:

- Existing cooling appliance poses a health and safety hazard; or
 - Absence of a cooling appliance or an inoperable cooling appliance poses imminent harm to the safety and well being of the occupants.
-

Continued on next page

Health and Safety Appliance Replacement Policy, continued

Evaporative Coolers (continued)

Condition of appliance must meet any one or more of the following criteria:

- Repair cost exceeds 50% of replacement cost;
- Rusted and/or leaking pan not feasible to repair;
- Existing unit is undersized unit for the conditioned living space being cooled.

Replacements are subject to the following limitations:

- Limited to the dwelling's primary cooling appliance;
- Performed only in conjunction with weatherization services;
- Age of the appliance is not a basis for replacement.

Repairs and replacements performed under DOE for non-health and safety related reasons are considered Priority Measures (Zone 5 only) or Optional Measures subject to the NEAT Energy Audit.

Water Heating (Gas and Electric)

Replacements may be performed under the following circumstance:

- Existing water heating appliance or an inoperable water heating appliance poses a health and safety hazard.

Condition of appliance must meet any one or more of the following criteria:

- Repair cost exceeds 50% of replacement cost;
- Replacement parts to complete repair are obsolete and not available;
- CO hazard exists that cannot be corrected or repaired within the scope of the program;
- Mineral buildup inside the tank has significantly reduced efficiency/capacity;
- Tank is leaking water.

Replacements are subject to the following limitations:

- Limited to dwelling's primary water heating source;
- Performed only in conjunction with weatherization services;
- Age of the appliance is not a basis for replacement;
- Repairs and replacements for gas water heaters performed under DOE for non-health and safety related reasons are considered Optional Measures subject to the NEAT Energy Audit.

Repairs and replacements under DOE for non-health and safety related reasons are considered Mandatory Electric Base Load Measures.

Continued on next page

Health and Safety Appliance Replacement Policy, continued

Cooking Ranges (Gas and Electric)

Replacements may be performed under the following circumstance:

- Existing cooking appliance poses a health and safety hazard.

Condition of appliance must meet any one or more of the following criteria:

- Repair cost exceeds 50% of replacement cost within the scope of the program;
- Obsolete parts (replacements not available);
- CO hazard exists that cannot be corrected or repaired;
- Electrical hazard exists that cannot be corrected;
- Cook Top door does not close properly because it is sprung or otherwise damaged.

Replacements are subject to the following limitations:

- Limited to dwelling's primary cooking appliance;
 - Performed only in conjunction with weatherization services;
 - Age of the appliance is not a basis for replacement;
 - Repairs and replacements under DOE for non-health and safety related reasons are Optional Measures subject to the NEAT Energy Audit.
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EXHIBIT G
(Standard Agreement)

DEFINITIONS

All terms used in this Agreement shall be those as defined in applicable federal and state law (see 42 U.S.C. § 8621 and Government Code § 16367.5) and regulation (see 45 C.F.R. Part 96 and 22 C.C.R. § 100800), or as more specifically defined as:

Agreement: The complete contents of this contract entered into by and between CSD and Contractor, including all rights, duties, and obligations, whether expressed or implied, required toward the legal performance of the terms hereof.

Amendment: A formal change to the Agreement of a material nature including but not limited to the term, scope of work, or name change of one of the Parties, or a change of the maximum amount of this Agreement.

American Indian (also known as Native American): Any individual who is a member or a descendant of a member of a North American tribe, band, or other organized group of native people who are indigenous to the continental United States or who otherwise have a special relationship with the United States through treaty, agreement, or some other form of recognition, residing within the State. This includes any individual who claims to be an Indian and who is regarded as such by the Indian community of which he or she claims to be a part. This definition also includes Indians of Alaska.

Authorized Agent: The duly authorized representative of the Board of Directors of Contractor and duly elected or appointed, qualified, and acting officer of CSD. In the case of Contractor, CSD shall be in receipt of board resolution affirming an agent's representative capacity to bind Contractor to the terms of this Agreement.

California Certified Inspector/Risk Assessor Contractor: An individual who is certified by the State of California, Department of Health Services, as a lead-related construction Inspector/Risk Assessor.

California Energy Commission (CEC) Climate Zone: The CEC established 16 climate zones that represent a geographic area and that have a particular weather pattern. These climate zones are based on energy use, temperature, weather, and other factors that determine the types of building standards that are subject to the Title 24 Energy Efficiency Standards and that dictate the energy conservation measures that must be installed in a weatherized dwelling, as required by law.

Certified Lead-Free: Residential property that has been determined by a California Certified Inspector/Risk Assessor Contractor to be absent from the presence of lead-based paint.

EXHIBIT G
(Standard Agreement)

Certified Lead-Safe: Residential property in which lead-painted surfaces are intact and/or have been treated with measures to stabilize and eliminate lead-paint hazards and that, as such, poses no immediate threat to the occupants as determined by a California Certified Inspector/Risk Assessor Contractor.

Children: Members of a household who have not attained their nineteenth (19th) birthday.

CLASS: California LIHEAP Automated Services System.

CLASS Database Transfer: A method used by "precertified" Contractors to electronically transmit data from a local database to the CLASS System.

CLASS On-Line Entry: A method that allows Contractors to directly input client information into the California LIHEAP Automated Services System.

Client Intake: Includes, but is not limited to, the process of completing an intake form and reviewing applicant documentation in order to verify eligibility. Intake is reimbursable as a program support activity.

Client Needs Assessment: The act of acquiring additional and appropriate information from an eligible client to determine the needs that can be served by Contractor and other available programs AFTER eligibility has been established.

Consideration: The portion of LIHEAP funding to carry out the provision of LIHEAP services and activities reflected in the fiscal consideration of this Agreement, to include: Weatherization, ECIP Services (excluding ECIP Fast Track), WPO, Outreach, and Assurance 16.

Contractor: The entity (partnership, corporation, agency, or association) designated on the face sheet (STD 213) of this Agreement.

Crisis: Weather-related and/or supply-shortage emergencies and other household energy-related emergencies that negatively impact the energy-related economic conditions of low-income households. A crisis can be caused by:

- a. Cold or hot weather related events, such as flood, earthquake, tornado, hurricane, ice storm/freeze; or events meeting such other criteria as the Governor, and/or the President of the United States, at their discretion, and/or their designee, including CSD, may determine to be appropriate; or
- b. Geopolitical events, such as wars, terrorism, civil disturbances, and embargoes, including geopolitical events that negatively impact the energy-related economic conditions of low-income households.

CSD: The State of California Department of Community Services and Development.

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Database Transfer: A method wherein contractors utilize a local database platform to provide CSD with downloaded client and other program data.

Di Minimis Levels: The amount of lead paint disturbed in a dwelling is comprised of two (2) square feet per room of interior surfaces, or twenty (20) square feet of exterior surface, or ten percent (10%) of a small component, e.g., window sill, baseboards, and trim. When calculating the di minimis level, the entire surface of the component must be included in the computation. For example, when replacing a 2 x 3 foot window, the di minimus level would be six (6) square feet and would exceed the maximum allowance for interior surfaces and the unit would be subject to HUD Regulation.

DOE: The U.S. Department of Energy.

DOE Climate Zone: The Energy End Use and Integrated Statistics Division (EEUISD) developed the zones from seven distinct climate categories originally identified by the American Institute of Architects (AIA) for the U.S. Department of Energy and the U.S. Department of Housing and Urban Development. These climate zones are not to be confused with those established by the California Energy Commission (CEC) to meet Title 24 requirements.

Dwelling Assessment: The process of performing an on-site review of the dwelling unit of an eligible applicant in order to determine the labor and materials necessary to install energy conservation measures.

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

Elderly: An individual 60 years of age or older.

Electric Base Load Measure: A measure that addresses the energy efficiency and energy usage of lighting or appliances. Allowable electric base load measures are compact fluorescent lamps and fixtures, replacement refrigerators, electric water heaters, microwave ovens, fluorescent torchiere lamps, evaporative cooler installations, and window/wall air conditioner replacement.

Emergency: The term "emergency" under this Agreement shall meet the federal definition at 42 U.S.C. § 8622(1) and shall be defined as being any one or more of the following conditions:

- a. A natural disaster (whether or not officially declared);
- b. A significant home energy supply shortage or disruption;

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- c. An official declaration of a significant increase in:
 - i. Home energy costs;
 - ii. Home energy disconnection;
 - iii. Enrollment in public benefit programs; or
 - iv. Unemployment and layoffs;
- d. An official emergency declaration by the Secretary of Health and Human Services.

In those situations where there is not an official federal, state, or local declaration of emergency, i.e., an undeclared natural disaster or a significant home energy supply shortage or disruption that affects a low-income individual, an emergency will be deemed to exist by CSD where there is imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

Energy Burden: The expenditures of the household for home energy divided by the income of the household.

Energy Conservation Measures (also known as Weatherization Measures): A wide variety of measures installed in or applied to the dwelling to increase the energy efficiency or to reduce the total energy expenditures of the dwelling.

Estimated Budget Allocation: The estimated dollar amount of LIHEAP annual funding, based on the Final Allocation for the LIHEAP Contract, used to facilitate the completion of budgets, fiscal, and local planning efforts in the event this Agreement is executed prior to federal authorization of the full annual allocation of LIHEAP funding and funded under Continuing Resolution appropriations.

Evaporative Cooler Repairs: Repair or replacement of filter pads, water pumps, belts, motors, or other components that promote efficient operation of the unit.

Excess Income: The difference between "Total Actual LIHEAP Revenue" less "Total Actual LIHEAP Costs." If the amount in "Total Actual LIHEAP Revenues" is less than the amount in "Total Actual LIHEAP Costs," then there is no excess revenue.

Family Unit: All persons living together in a dwelling unit.

Final Allocation: The actual amount of funds available to Contractor under this Agreement, as calculated pursuant to Title 22, California Code of Regulations, § 100830 after CSD receives the notice of grant award for the full annual allocation based on the

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appropriation by Congress for the Federal Fiscal Year, and as publicly announced by CSD's Director or designee, subsequent to the execution of this Agreement. Funding may include other sources of funding in addition to LIHEAP grant funding, including Petroleum Violation Escrow Account (PVEA) and Emergency Contingency Funding.

Fuel Surcharge: A factor that addresses the increase in current fuel prices.

General Heat Waste Measures: Those measures installed to reduce general heat or cooling waste in the dwelling. The following list of general heat waste measures may be installed in all types of dwellings if feasible, including multi-unit dwellings and manufactured homes:

- a. Evaporative cooler covers and air conditioner vent covers;
- b. Hot water flow restrictors;
- c. Water heater blankets; and
- d. Water heater pipe wrap.

Hazardous Condition: Any condition posing an immediate health and safety threat to the client and/or persons working in the dwelling unit. Hazardous conditions include, but are not limited to: Combustion Appliance Safety (CAS) hazards, appliance-related hazards, and electrical hazards as defined in the CSD Inspection Policies and Procedures.

Heating/Air Conditioning Appliance Repairs/Replacements: The complete unit replacement cleaning of fuel nozzles and jets, adjustments of gas pressure and/or air/fuel mixture, replacement of thermocouples, adjustment of refrigerant charge, filter replacements, or other component repairs or replacements necessary for safe and efficient operation. Must be accomplished by a person licensed to perform such work. Special licensing may be required for the installation and/or repair of Evaporative Cooler, Air Conditioning, Gas and Electric Water Heaters, and HVAC systems if two or more weatherization measures are not installed in a single unit. Electrical wiring upgrade/replacement and knob-and-tube wiring certification will always require a C-10 license. If required by local jurisdiction, a building permit must be obtained and finalized for vented appliance installations.

Highest Home Energy Needs: The home energy requirements of a household determined by taking into account both the energy burden of such household and the unique situation of such household that results from having members of vulnerable populations, including very young children (0-5), individuals with disabilities, and frail, older individuals (60+).

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Home Energy Rating System (HERS) Provider, also referred to as HERS Rater: An entity or individual recognized by the California Energy Commission as a HERS Provider and certified in performing the necessary field and diagnostic testing verifications for demonstrating compliance with the 2005 Building Energy Efficiency Standards.

HUD Unit: A housing unit participating in a U.S. Department of Housing and Urban Development (HUD) Assisted Housing Program.

Infiltration Reduction Measures: A subcategory of weatherization measures installed in or applied to dwellings to reduce or stop the uncontrolled flow of conditioned air out of the dwelling or the uncontrolled flow of outside air into conditioned areas in the dwelling done to the point of minimum ventilation requirement or it is no longer cost effective to proceed. Infiltration reduction is best accomplished with blower door technology.

Interim Allocations: Incremental releases of Continuing Resolution appropriations by CSD to fund LIHEAP Consideration and Nonconsideration program activity under this Agreement.

Interest Income: The interest earned by a Contractor directly generated or earned as a result of unexpended LIHEAP grant funds at the end of a contract term period. The interest earned by a Contractor is income generated as a result of depositing federal funds in an interest bearing account.

Labor and Material Measures: Those measures where the measure reimbursement is based on the combined total of labor and material and the quantity of the measure itself is not limited to a specific amount per weatherized dwelling.

Labor and Material Single-Quantity Measures: Those weatherization measures where the reimbursement is based on the combined total of labor and material cost and the maximum quantity of the measure is limited to a single item per weatherized dwelling.

Maximum Amount: The dollar amount reflected on line 3 of the face sheet (STD 213) of this Agreement, as amended to reflect the Final Allocation for the term of this Agreement.

Materials: Materials are those allowable items that are installed in or on the dwelling to promote energy conservation. All materials shall be in conformance with the CSD Conventional Home Weatherization Installation Standards and CSD Mobile Home Weatherization Installation Standards. Materials are budgeted and reported under Direct Program Activities.

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Migrant Farm Worker: A seasonal farm worker who performs or has performed farm work during the eligibility determination period (any consecutive 12-month period within the 24-month period preceding application for program benefits and/or services) that requires travel such that the worker is unable to return to his/her domicile (permanent place of residence) within the same day.

Minor Envelope Repairs: Those repairs necessary for the effective performance or preservation of weatherization materials or to stop infiltration and general heat waste. Contractor shall maintain labor hours cost, materials cost, and required building permits in client's file. Minor envelope repairs include the following:

- a. Blower-door-identified infiltration repairs;
- b. Combustion air venting;
- c. Cover plate replacements;
- d. Entrance door modification, repair, adjustments, and/or replacement and attendant hardware (except deadbolts) into conditioned areas including frames, thresholds, and doorstops. (If the original door had a deadbolt and it can be removed and placed on the new door, then labor costs for this activity can be charged.) The installation of deadbolts in conjunction with an exterior door replacement is allowable on rental units only; however, it is not an allowable reimbursement when entrance doors are modified or repaired. Reimbursement will be based on the material costs for the door, the deadbolt, if applicable, and the labor;
- e. Exhaust fan repair or replacement;
- f. Floor repair for mobile home water heater;
- g. Knob-and-tube wiring "Notice of Survey by Electrical Contractor" and installation of simple overcurrent protection per the CSD Low-Income Weatherization Assistance Program Policies and Procedures Manual;
- h. Minor roof repairs and materials used to protect the materials installed from the weather;
- i. Mobile home skirting repairs to prevent animal infiltration;
- j. Patching holes in the building envelope that are too big to caulk (includes replacing attic/crawl space access covers); and
- k. Fireplace chimney damper repair or installation.

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- I. Exclusions:
1. Air conditioner and/or furnace cleaning and filter replacement;
 2. Kitchen cabinet repairs and retrofits that are not associated with the replacement of a range, cook top, or previously installed microwave;
 3. Sliding glass door repair and replacement;
 4. Window and glass repair and replacement;
 5. Repairs to the dwelling that do not contribute to sealing of the building envelope, including, but not limited to, handicap ramps and major roof repairs or sealment;
 6. Kitchen exhaust systems; and
 7. Any other measure that has a chargeable line item.

Mobile Home: A manufactured home that is a permanent, full-time residential dwelling and is not used for commercial purposes.

Modification: An immaterial change to this Agreement that does not require an Amendment.

Multi Unit Dwellings: Defined as residential dwelling structures containing more than one residential unit, including: duplexes, triplexes, fourplexes, and multi-unit apartments. For purposes of travel reimbursement to Contractors and blower door diagnostics, Multi-Unit Dwellings are defined multi-unit dwellings, e.g., apartments with five or more attached residential units.

Multiple-Quantity Fixed-Fee Measures: Those weatherization measures with an assigned fixed unit price per measure and which provide for the installation of multiple quantities of the measure in a single weatherized dwelling.

Nonconsideration: The portion of LIHEAP funding to provide utility assistance energy assistance services under ECIP Fast Track and HEAP. Funding for these programs is not included within the fiscal consideration of this Agreement, i.e., Maximum Amount. These funds are made available for Contractors use to provide energy assistance to eligible clients within the Contractor's designated services area. CSD retains responsibility for issuing and delivering energy assistance benefits to clients deemed eligible by Contractor.

Nonprofit charitable organization: Is defined by the U.S. Tax Code as a 501(c) (3). Section 501(c) (3) is a tax law provision granting exemption from the federal income tax

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to nonprofit organizations. 501(c)(3) exemptions apply to corporations, and any community chest, fund, or foundation, organized and operated exclusively for religious, charitable, scientific, testing for public safety, literary, or educational purposes, or to foster national or international amateur sports competition, or for the prevention of cruelty to children or animals.

Outreach and Its Related Costs: Outreach activities are designed to ensure that eligible households, especially households with elderly and/or disabled individuals with high home energy burdens, are made aware of the assistance available. Costs relating to these activities may include: developing outreach materials (flyer/brochure information packets), advertising costs, printing costs, outreach mailers to targeted households, travel to outreach sites and related facilities, site costs, and the referral of eligible households to assistance providers in the community. Intake and assisting with the completion of an intake form are not considered outreach or a related cost.

Parties: CSD on behalf of the State of California, and the Contractor.

Precertified Contractor: LIHEAP contractors who are approved to use the database transfer method to electronically transmit data from their local database to the CLASS System for the term of this Agreement. To become precertified, contractors must: (1) submit to CSD by November 15 a letter stating their intent to use the database transfer method; and (2) pass CSD's certification test by December 15.

Program: Weatherization, HEAP, ECIP, and Assurance 16 services provided under 42 §§ USC 8621 et seq., as amended.

Reweathering: Once a dwelling has been submitted to CSD for reimbursement as a completed unit, any subsequent weatherization services provided to the dwelling shall be considered reweatherization.

Ride-along: A representative of the Contractor who accompanies a designated third-party inspector while performing on-site inspections. CSD requires that, when possible, a ride-along be sufficiently trained to make necessary corrections during inspections, thereby minimizing or eliminating the need for return trips that may inconvenience the client and/or require re-inspection in accordance with the CSD Inspection Policies and Procedures.

Seasonal Farm Worker: A person who during the eligibility determination period (any 12-month period within the 24-month period preceding application for program benefits and/or services) was employed at least 25 days in farm work or earned at least \$400 in farm work and who has been primarily employed in farm work on a seasonal basis, without a constant year-round salary.

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Separate Living Quarters: Living quarters in which the occupant(s) do not live and eat with any other person(s) in the structure and which have either: (1) direct access from the outside of the building or through a common hall; or (2) complete kitchen facilities for the exclusive use of the occupant(s). The occupant(s) may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements.

Single-Family Dwelling: A dwelling structure containing no more than one dwelling unit. For the purposes of travel reimbursement and blower door diagnostics, a single-family dwelling is defined as a one-unit, single-family dwelling or a one-unit, single-residential housing dwelling with one to four attached units.

Single Quantity Fixed-Fee Measures: Those weatherization measures with an assigned fixed-fee reimbursement and which limit the maximum quantity of the measure/service to a single item per weatherized dwelling.

Site-built Dwelling: A conventional dwelling unit built on location, differentiated from manufactured (mobile) homes. Also known as stick-built.

State: The State of California Department of Community Services and Development.

Subcontractor: An entity (partnership, corporation, association, agency, or individual) that enters into a separate contract or agreement with Contractor to fulfill direct program or administrative tasks in support of this Agreement.

Subcontract: A separate contract or agreement entered into by and between Contractor and Subcontractor to fulfill direct program or administrative tasks in support of this Agreement.

Useful Life: Useful life means the length of time a Weatherization or ECIP HCS measure is expected to be useable.

Vendor: An individual, sole proprietorship, firm, partnership, corporation, or any other business venture from which materials and goods are supplied and purchased.

Vulnerable Populations: Young children (ages 5 years or under), disabled, and elderly persons (ages 60 or older).

Weatherization Training and Its Related Costs: Training funded by the training and technical assistance allocation must have a direct application and benefit to Contractor's weatherization program and its assigned staff. Weatherization-related training activities are designed to ensure that weatherization crewmembers of the Contractor and Subcontractor are adequately trained in the safe and proper installation of weatherization measures. In particular, employees must be trained in lead-safe weatherization practices and combustion appliance safety (CAS)

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testing procedures. Costs associated with lead-safe weatherization, basic weatherization, blower door diagnostic, health and safety, CSD weatherization policies and procedures, and CAS trainings may include salary/wages, materials, fees, and travel. Excludes incurred costs associated with participation and attendance to policy advisory committees and workgroups.

Wood-Fueled Stoves and Fireplace Inserts: Wood-fueled stoves and fireplace inserts installed under this program must meet the listing and labeling requirements of the CSD WIS. The recipient and landlord (if applicable) must agree that the stove will remain in the residence where installed. Installation must conform to local fire and building department regulations (Department of Housing and Community Development for Manufactured Homes), must be installed by a person licensed to perform such work, or Contractor must have on file written approval of such installation by a fire department or building inspection official. A building permit is required. A wood-fueled space heater shall not be installed in a dwelling for which it is not the primary heating source or to replace an existing, safely operating wood-fueled space heater.

EXHIBIT H
2010 AGENCY PRIORITY PLAN
WEATHERIZATION AND ECIP-EHCS

Contractor: Community Action Partnership of Riverside County		Contract Number:	Telephone Number: 951-955-4900
Prepared By: (Name/Title) Godwin Aimua, Energy Program Manager	E-Mail Address: Gaimua@capriverside.org	Fax Number: 951-955-0944	

SECTION 1 – WEATHERIZATION PROJECTED DWELLINGS

(Transferred from Service Goals and Objectives, Weatherization Services #2)

	Annual Total	1 st Quarter (Jan – Mar)	2 nd Quarter (Apr – Jun)	3 rd Quarter (Jul – Sep)	4 th Quarter (Oct – Dec)
Total Dwellings	1275	8%= 102	40%= 510	32%=408	20%= 255

SECTION 2 – WEATHERIZATION GOALS AND PERCENTAGES

(Transferred from Service Goals and Objective, Weatherization Services #5)

1.a	Weatherization Projected Vulnerable Populations:	78%	1.b	Weatherization Projected Average Energy Burden:	15%
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SECTION 3 – WEATHERIZATION PRIORITIZATION OF SERVICES

Describe your Agency's plan for prioritizing weatherization services to eligible households or dwellings in accordance with your Agency Local Plan.

The Community Action Partnership of Riverside County (CAP Riverside) Weatherization Program enables low-income families, including the elderly, the disabled and families with children under five, to permanently reduce their energy bills by making their homes more energy efficient. CAP Riverside subcontracts 100% of its weatherization program with ten (10) subcontractors: 1) Ace & Son Construction; 2) BAB Construction; 3) David Starrett Construction; 4) Energy Services Partnership; 5) Hopkins Painting; 6) James D. Restoration and Construction; 7) Synergy Companies; 8) Vasquez Group dba CRS; 9) Atlantis Investment Group Corporation; and 10) Hawaii Blue Construction Inc. Subcontractors are selected using an open County of Riverside Request for Qualifications (RFQ) process and must provide services countywide. Awarded subcontractors receive all weatherization services leads and assessments directly from CAP Riverside and complete installation of required measures on a first-in/first-out basis.

Weatherization services are provided countywide to eligible Riverside County residents. Customers receive written energy conservation information that include: 1) helpful tips to conserve energy; 2) descriptions of benefits of weatherization measures installed; and 3) instructions on the proper use of each measure. Weatherization services help low-income families reduce their energy bills and enable them to use the funds on urgent family needs such as food, rent and medicines.

Additional Weatherization Benefits:

- Homes in community are improved.
- Increase in value of home.
- Lower insurance rates.
- Neighborhoods are stabilized.
- Seniors are able to remain in their homes.
- Household safety is improved.
- Households meet building codes.

Outreach efforts are targeted to reach low-income customers, especially migrant and seasonal farm workers, disabled, elderly, and limited English-speaking in rural areas. CAP Riverside has partnered with over eighty (80) community-based and faith-based organizations identified by Supervisorial Districts throughout Riverside County in an effort to coordinate outreach efforts to reach vulnerable populations.

CAP Riverside has five (5) satellite offices (Blythe, Indio, Hemet, Mecca, and Thermal.) These offices enable CAP Riverside to serve the outlying rural areas including various Indian Reservations. CAP Riverside also provides after-hour outreach clinics to enable migrant farm workers to access services after work.

Pamphlets and brochures in other languages, such as Spanish, Vietnamese, and Laotian, for non-English speaking customers are available. CAP Riverside also has staff members who are able to translate and assist customers in these languages.

CAP Riverside increases outreach by:

1. Utilizing TTY telephone equipment for the hearing impaired.
2. Promoting CAP Riverside's website for information and downloadable applications.
3. Increasing the number of outreach clinics/workshops from 230 to 300 workshops per calendar year.
4. Targeting priority populations through print media, television, radio, internet, community flyers/posters, new partnerships in rural regions etc.
5. Training landlords on the benefits of weatherization.
6. Re-weatherizing priority homes on a case-by case basis.
7. Utilizing the new CAP Mobile for outreach to remote areas such as Anza and Oasis.

SECTION 4 – ECIP EHCS HEATING AND COOLING SERVICE SEASONS

If applicable, describe your Agency's plan for providing ECIP EHCS services outside of your agency's typical heating and/or cooling season to eligible households or dwellings in accordance with your LIHEAP Local Plan. *Please note: Please refer to your Agency Profile for beginning and ending dates of the typical heating and cooling season.*

CAP Riverside will distribute funds utilizing the same federal, state and local priority criteria currently used under the LIHEAP program. First priority for ECIP, EHCS Heating and Cooling services is given to: 1) households with lowest incomes who pay a higher portion of their income for home energy (Energy Burden); 2) households whose members have health and safety issues; and, 3) households whose members have life-threatening situations. Second priority is given to vulnerable populations, as defined by the state, which include the elderly (60 years or older), disabled, limited-English-speaking, migrant and seasonal farm-workers, and households with very young children (ages 5 years and under). CAP Riverside will also utilize local control to assist the working poor; families with earnings who fall short of the priority ranking or who experience loss of earnings through a major crisis such as job layoff, injury or illness.

CAP Riverside will provide Fast Track ECIP EHCS services throughout the contract term. Funds will be allocated based on priority population by Supervisorial District. To ensure funds are available throughout the contract term, funds will be allocated based on high peak periods for both Summer and Winter months. High peak Summer months are defined as the months of May through October when temperatures can range from 105° to 120° degrees. High peak Winter months are defined as November through March when temperatures can dip into the low 30's in desert areas. Staff will monitor the funds over the course of the program year.

CAP Riverside maintains five (5) satellite offices (Blythe, Indio, Hemet, Mecca and Thermal.) These offices enable CAP Riverside to serve the outlying rural areas including various Indian Reservations. CAP Riverside's outreach efforts and on-going coordination with local partners will ensure maximum efficient utilization of all energy resources. This approach includes: 1) partnering with over eighty (80) community and faith-based organizations, senior housing projects, mobile home parks; 2) advertising in the local newspapers; 3) staffing booths at various community events to distribute weatherization and utility assistance program information; and 4) distributing brochures, clinic schedules and program applications via partners. Most partners help customers complete program applications, secure required documentation and fax urgent applications, such as shut-offs, to CAP Riverside for action.

CAP Riverside maintains a web-site that contains weatherization and utility assistance information, monthly outreach clinic schedules, the LIHEAP application, definitions of weatherization measures, and energy savings tips. Customers are able to download applications, schedules, and forms to be completed and mailed to CAP Riverside. Home visits are available for the homebound.

CAP Riverside requires that families seeking assistance for the third time to attend an outreach clinic where they receive financial literacy training to better manage their budget thereby reducing their public dependency (seniors and disabled exempted.) At the outreach clinics, customers receive written information and helpful tips on energy conservation, budget counseling, and other programs such as weatherization, the matched savings incentive program Individual Development Accounts (IDA), and other asset-building programs. Families are encouraged to enroll in the IDA program. In 2009, ten percent (10%) and sixty (60) IDA applicants referred from an energy program graduated from the IDA program having saved for the down payment on a house, or the start-up of a business, or the continuation of higher education.

Each customer who applies for utility assistance is automatically signed up for weatherization. Renters are required to have the owner or owner's agent complete and sign an energy services agreement rental unit form which permits weatherization subcontractors to perform or install weatherization measures. Most utility payment assistance and weatherization customers are also processed for the California Alternate Rate For Energy (CARE) program. Qualified customers receive a twenty percent (20%) discount on their gas and electric bills.

EXHIBIT H
2010 AGENCY PRIORITY PLAN
PERCENTAGE-BASED LIHEAP PROGRAM BUDGET PROPOSAL

Local Service Provider Name: Community Action Partnership of Riverside County		Contract Number:
Prepared By: NAME AND TITLE Godwin Aimua, Energy Program Manager		
Telephone Number: 951-955-4900	E-mail Address: Gaimua@capriverside.org	Fax Number: 951-955-0944

SECTION 1 - ENERGY CRISIS INTERVENTION PROGRAM (ECIP) AND HOME ENERGY ASSISTANCE PROGRAM (HEAP) ALLOCATION		Percent
1.1	ECIP- Fast Track (Electric and Gas)	17.00 %
1.2	ECIP- Wood, Propane, and Oil	2.00 %
1.3	ECIP - Heating and Cooling Services	5.00 %
1.4	ECIP- Severe Weather Energy Assistance and Transportation Services	1.00 %
1.5	HEAP - Electric and Gas	75.00 %
1.6	HEAP - Wood, Propane, and Oil	0.00 %
TOTAL (Sections 1.1 through 1.6)		Must Equal 100% 100.00 %

Authorized Person: (Print Name)	Lois J. Carson, CCAP Executive Director	Signature: <i>Lois J. Carson</i>	Date: 10/13/09
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INSTRUCTIONS

To facilitate the process of completing your agency Percentage-Based LIHEAP Program Budget Proposal, CSD has set-aside the required percentages for LIHEAP funding uses related to Weatherization, Assurance 16, Intake, Outreach and Administration. The remainder represents the balance of LIHEAP funds available for funding ECIP and HEAP program components referenced in Section 1.

1. Review the subcomponents listed in Section 1 and indicate the funding level percentage for each subcomponent.
2. Check to see that the combined total in Section 1 equals 100%.

Note: The percentage for Intake, Outreach and Administration is not included in this total.

**EXHIBIT H
 2010 AGENCY PRIORITY PLAN
 ECIP FT and HEAP**

Contractor:		Contract Number:	
Community Action Partnership of Riverside County			
Prepared By (Print Name/Title):	E-Mail Address:	Telephone Number:	Fax Number:
Godwin Aimua, Energy Program Manager	gaimua@capriverside.org	941-955-4900	951-955-0944

SECTION 1 - ECIP-FT AND HEAP GOALS AND PERCENTAGES

ECIP			HEAP		
1.a	ECIP-FT Projected Vulnerable Populations:	78%	1.c	HEAP Projected Vulnerable Populations:	78%
1.b	ECIP-FT Projected Average Energy Burden:	15%	1.d	HEAP Projected Average Energy Burden:	15%

SECTION 2 - ECIP-FT AND HEAP INCOME RANGES AND POINTS

ECIP-Required				HEAP-Required			
Federal Poverty Groups			Points	Federal Poverty Groups			Points
1.	Under 75%		6	1.	Under 75%		6
2.	75%	100%	5	2.	75%	100%	5
3.	101%	125%	4	3.	101%	125%	4
4.	126%	150%	3	4.	126%	150%	3
5.	Over 150%		1	5.	Over 150%		1

SECTION 3 - ECIP-FT AND HEAP ENERGY BURDEN RANGES AND POINTS

ECIP				HEAP			
Required	From	To	Points	Required	From	To	Points
Range 1:	0%	6.0%	5	Range 1:	0%	6.0%	5
Range 2:	6.1%	11.0%	6	Range 2:	6.1%	11.0%	6
Range 3:	11.1%	16.0%	7	Range 3:	11.1%	16.0%	7
Range 4:	16.1%	22.0%	8	Range 4:	16.1%	22.0%	8
Optional	From	To	Points	Optional	From	To	Points
Range 5:	22.1%	28.0%	9	Range 5:	22.1%	28.0%	9
Range 6:	28.1%	150.0%	11	Range 6:	28.1%	150.0%	11

SECTION 4 - ECIP-FT AND HEAP VULNERABLE POPULATIONS

ECIP-FT		HEAP	
Required	Points	Required	Points
Elderly (60 Years or Older)	8	Elderly (60 Years or Older)	8
Disabled	5	Disabled	5
2 Years or Under	6	2 Years or Under	6
3 Years through 5 Years	2	3 Years through 5 Years	2

SECTION 5 - ECIP-FT AND HEAP AGENCY DEFINED

ECIP-FT		HEAP	
Optional	Points	Optional	Points
1 Life Threatening	4	1 Life Threatening	4
2 Working Poor	2	2 Working Poor	2
3 Food Stamps	-1	3 Food Stamps	-1
4 Rental Assistance	-1	4 Rental Assistance	-1



EXHIBIT I
(Standard Agreement)

(2010 LIHEAP)

CERTIFICATION REGARDING LOBBYING
DEPARTMENT OF HEALTH AND HUMAN SERVICES
FAMILY SUPPORT ADMINISTRATION

PROGRAM: Low-Income Home Energy Assistance Program

PERIOD: January 1, 2010 through April 30, 2010

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executive Director

Title

Community Action Partnership
of Riverside County

Agency/Organization

Leis J. Carson

Signature

2-2-10

Date

EXHIBIT I
(Standard Agreement)
DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

(2010 LIHEAP)

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

EXHIBIT I
(Standard Agreement)

(2010 LIHEAP)

Authorized for Local Reproduction
Standard Form - LLL-A

INSTRUCTION FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and ZIP Code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full name of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

\\Cobra\shared\Contracts\Low Income Home Energy Assistance Program\2010 LIHEAP\2010 LIHEAP, Exhibit I, Certification Regarding Lobbying.doc