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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 F.6.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 de minimis levels are disturbed require the successful achievement of lead-safe standards after the completion of weatherization services. Contractor shall assure that a third-party California Certified Inspector/Risk Assessor performs the clearance inspection after the completion of weatherization services and that the Assessor deems the weatherized HUD unit as lead-safe.
- 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	<p>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.</p>
Definition of Emergency	<p>ECIP funds may only be used to resolve emergencies that fit the federal definition, including:</p> <ol style="list-style-type: none">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:<ol style="list-style-type: none">a. Home energy costs;b. Home energy disconnections;c. Enrollment in public benefit programs; ord. Unemployment and layoffs, or4. An official emergency declaration by the Secretary of Health and Human Services. <p>In those situations where there is <u>not</u> 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.</p>
Role of the LIHEAP Agency Plan	<p>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.</p> <p>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.</p> <p>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.</p>
Role of the ECIP Component in the LIHEAP Agency Plan	<p>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.</p> <p>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.</p> <p>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.</p>

**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:
- 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
 - The repair or replacement of a cooler must be completed no later than the end of the current or immediately upcoming cooling season; OR
 - 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:

- 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.
- 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:
- Electric and Gas (Fast Track);
 - 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:
- 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.
-

EXHIBIT F – ATTACHMENT II

Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy

General Information

Purpose	<p>The purpose of the SWEATS Policy is to provide guidelines for Agencies' use of SWEATS-related emergency services.</p>
Intent	<p>The intent of SWEATS is to address the energy-related emergency needs of low-income households affected by a natural disaster.</p> <p>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.</p> <p>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.</p>
Activation	<ol style="list-style-type: none">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	<p>SWEATS service provisions include:</p> <ul style="list-style-type: none">✓ Utility Assistance✓ Temporary Housing Services✓ Transportation Services✓ Temporary Heating and Cooling Appliances.

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.
-

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.

Continued on next page

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.
-

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.
-

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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 contractors 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;
-

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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.

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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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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.

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- 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 minimis 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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1. 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.

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

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

Signature:

Lois J. Carson

Date:

10/13/09

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	gamiua@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.

RESOLUTION

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, March 2, 2010, that Marion Ashley, the Chairman of this Board is authorized and directed to execute on behalf of said County the State Standard Agreement No. 10B-5631 between Riverside County and California Department of Community Services and Development providing : initial funding for the 2010 Low-Income Home Energy Assistance Program (LIHEAP) covering the term January 1, 2010 through April 30, 2010.

Roll Call:

Ayes: Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: Buster

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KECIA HARPER-IHEM, Clerk of said Board

By: 

Deputy