

(2011 LIHEAP)

**EXHIBIT F
(Standard Agreement)**

ATTACHMENT 1, ECIP POLICY AND PROCEDURES

(Please see the attached document.)

EXHIBIT F – ATTACHMENT I
ECIP Policy and Procedures

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

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

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

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

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

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

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

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

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

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

Role of the ECIP Vulnerable populations that may be considered include, but are not limited to:

**LIHEAP Agency
Plan (continued)**

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**

2. HVAC/Hardship Cases: The replacement of an HVAC appliance qualifies under ECIP if using the existing appliance creates a hardship, including:

**Cooling Services
(EHCS)
(continued)**

- 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 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

**Emergency
Heating and**

Cooling Services (EHCS)
(continued)

whether or not it can repair or replace an individual hazardous, nonexistent, or inoperable HVAC or Water Heating appliance based on considerations such as eligibility, cost/budget, and the agency's own LIHEAP Agency Plan. Such determination shall be delivered in writing to each applicant for whom service cannot be provided no later than 30 calendar days after the initial assessment of the appliance.

3. Repair and Replacement: The repair and replacement of an HVAC appliance may be charged to ECIP when the agency can demonstrate that the repairs were scheduled and completed to the extent practicable ahead of all nonemergency weatherization, AND according to the LIHEAP Agency Plan, AND no later than the end of the appropriate heating or cooling season identified in the LIHEAP Agency Plan as follows:
 - a. The repair or replacement of a space heater must be completed no later than the end of the current or immediately upcoming heating season; OR
 - b. The repair or replacement of a cooler must be completed no later than the end of the current or immediately upcoming cooling season; OR
 - c. If a heater or cooler is repaired or replaced after the end of the current or immediately upcoming season, the agency must obtain CSD's preapproval by providing written justification for the delay, either on a case-by-case basis or in its LIHEAP Agency Plan. If CSD grants approval for delayed emergency heating and cooling services, the agency shall use its best efforts to make programmatic or fiscal adjustments in subsequent years to achieve the seasonal requirements.

Requirements for Charging to Fast Track/WPO

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

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

Emergency Utility Assistance

- A. Allowable Services: ECIP Funds may be used for cash subsidy assistance benefit for:
 1. Electric and Gas (Fast Track);
 2. Wood, Propane and Oil (WPO).

- B. Emergency Cash Assistance Criteria: Documented proof is required that the applicant is an eligible LIHEAP beneficiary and is experiencing any one of the following qualifying emergency conditions to receive emergency utility assistance under ECIP:

1. Receipt of utility shutoff notice;
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.

Emergency Utility Assistance
(continued)

- C. Mitigation: Mitigation is the "immediate action" taken in the short term to address the emergency. For utility assistance emergencies, mitigation shall include either the issuance of a direct benefit (to the client or utility provider) or the issuance of a payment commitment to the servicing utility provider within 18 hours from both the date of eligibility (qualification) determination and commitment to provide services by agency.

1. Natural Gas and Electric Utility Customers: For clients with a qualifying electric or natural gas energy service emergency, agencies may use Fast Track funds to assist in paying arrearage balances, service reconnections fees, and deposits up to a maximum benefit of \$1,000 in efforts of avoiding service disruption. Due to program limitations, it is conceivable that the amount of assistance necessary to resolve the emergency may extend beyond the scope of program and service ability of the service provider. In these instances, agencies shall, to the extent both feasible and practical, attempt to resolve the emergency by exploring client partial payment options and/or education and referral to other benefit providers.
 2. Wood, Propane, and Oil Customers: For clients with a qualifying wood, propane, or oil energy emergency, agencies may use ECIP WPO funds to provide crisis intervention services, including the purchase of these energy commodities for distribution to qualified clients or the issuance of direct benefit assistance to either the qualified client or vendor (on behalf of the client).
- D. Funding and Services Availability:
1. Because of California's diverse seasonal climates (heating and cooling seasons) combined with the fact that most delinquent utility bills often arrive beyond the periods of highest energy consumption, providers shall make utility cash assistance and emergency cash assistance services available throughout the full term of the contract—unless justified in its plan.
 2. Note: Agencies will be extended the flexibility to increase or decrease utility assistance program allocations throughout the term of the contract (budget modifications or amendments) in efforts to improve local responses to changing demands for services, climate events, and/or utility market events affecting consumer pricing and supply demand.
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(2011 LIHEAP)

**EXHIBIT F
(Standard Agreement)**

**ATTACHMENT II, SEVERE WEATHER ENERGY ASSISTANCE AND
TRANSPORTATION SERVICES (SWEATS) POLICY**

(Please see the attached document.)

EXHIBIT F – ATTACHMENT II**Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy****General Information**

Purpose	The purpose of the SWEATS Policy is to provide guidelines for Agencies' use of SWEATS-related emergency services.
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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>
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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.
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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.
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EXHIBIT F – ATTACHMENT II**Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy****General Information, Continued****SWEATS
Service
Provisions
(continued)**

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

**Program
Eligibility**

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

1. A social security number **is not required** to complete the SWEATS Utility Assistance form.
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EXHIBIT F – ATTACHMENT II**Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy****Service Provisions – SWEATS Utility Assistance****Allowable Services**

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

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

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

SWEATS Benefit Responsibilities

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

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

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EXHIBIT F – ATTACHMENT II**Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy****Service Provisions – SWEATS Utility Assistance, Continued****LIHEAP
Flexibility**

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

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

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

**Transferring
Funds**

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

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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.
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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.
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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.
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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.
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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.

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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.
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**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.
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**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.
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Purchase of Portable Appliances	<p>Expenditure reimbursement for the actual purchase cost of portable equipment and generators are to be reported under Section 240 – SWEATS Program Costs.</p> <ol style="list-style-type: none"> 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.
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Loaned Portable Appliances	<p>Expenditure reimbursement for the loaned appliance is to be reported under Section 241 – SWEATS Loaned Appliances Program.</p> <ol style="list-style-type: none"> 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. <u>This should not include travel time.</u> 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.
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Repair and Maintenance of Loaned Appliances	<p>Expenditure reimbursement for the repair and maintenance of loaned appliances is to be reported under Section 240 – SWEATS Program Costs.</p> <ol style="list-style-type: none"> 1. Enter the total number of appliances that received repair/maintenance under the “Dwellings” column. 2. Enter the total labor costs incurred based upon the approved labor rate and actual labor hours in accordance with current LIHEAP reimbursement guidelines under the “Unit of Measure or Labor” column. 3. Enter the actual cost of materials used to repair/maintain appliance under the “Rate or Materials or Fees” column.
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EXHIBIT F – ATTACHMENT II
Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy
Reporting Requirements – Portable Appliances, Continued

**Fuel for
Loaned
Generators**

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

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

Travel Credits

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

Mileage

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

**Client
Demographics**

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

EXHIBIT F – ATTACHMENT II**Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy****Record-keeping Requirements****Utility Assistance**

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

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

Temporary Shelter, Coats, and Blankets

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

Transportation Services

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

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

Portable AppliancesPortable 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.
-

(2011 LIHEAP)

EXHIBIT F
(Standard Agreement)

**ATTACHMENT III, CSD LIHEAP/DOE WEATHERIZATION PROGRAMS HEALTH
AND SAFETY APPLIANCE REPLACEMENT POLICY**

(Please see the attached document.)

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

Purpose

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

Space Heating Unit

Replacements may be performed under one of the following circumstances:

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

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

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

Replacements are subject to the following limitations:

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

Wood-Burning Stoves

Replacements may be performed under one of the following circumstances:

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

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

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

Continued on next page

Health and Safety Appliance Replacement Policy, continued

Wood-Burning Stoves (continued)

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

Replacements are subject to the following limitations:

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

Central and Window/Wall Air Conditioners

Replacements may be performed under one of the following circumstances:

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

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

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

Replacements are subject to the following limitations:

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

Evaporative Coolers

Replacements may be performed under one of the following circumstances:

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

Continued on next page

Health and Safety Appliance Replacement Policy, continued

Evaporative Coolers (continued)

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

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

Replacements are subject to the following limitations:

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

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

Water Heating (Gas and Electric)

Replacements may be performed under the following circumstance:

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

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

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

Replacements are subject to the following limitations:

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

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

Continued on next page

Health and Safety Appliance Replacement Policy, continued

Cooking Ranges (Gas and Electric)

Replacements may be performed under the following circumstance:

- Existing cooking appliance poses a health and safety hazard.

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

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

Replacements are subject to the following limitations:

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

(2011 LIHEAP)

EXHIBIT F
(Standard Agreement)

ATTACHMENT IV, TRAINING REQUIREMENTS MATRIX

(Please see the attached document.)

**EXHIBIT F
ATTACHMENT IV
Training Requirements Matrix**

Training Series	Crew	Assessor	Inspector	Field Supervisor	Delivery
Basic Skills (optional pre-employment assessment tool)	X	X	X	X	On-line
Workplace Safety	X	X	X	X	On-line
Environmental Hazards (Lead-Safe Weatherization, Mold, Asbestos, Regulatory Requirements)	X	X	X	X	On-line
Pre-Weatherization	X	X	X	X	On-line
Basic Weatherization	X	X	X	X	Center
Pre-Duct Sealing/Blower Door Diagnostics	X ²	X	X	X	On-line
Duct Sealing/Blower Door Diagnostics	X ²	X	X	X	Center
Duct Sealing/Blower Door Diagnostics Field Training ¹	X ²	X	X	X	Field
Pre-Combustion Appliance Safety	X ²	X	X	X	On-line
Combustion Appliance Safety	X ²	X	X	X	Center
Combustion Appliance Safety Field Training ¹	X ²	X	X	X	Field
Field Assessment (includes Energy Audit)		X		X	Field
Quality Assurance			X	X	Field
HUD-Approved Lead-Safe Weatherization ³	X	X	X	X	In-house

¹Additional training to enhance deficient skill and knowledge required if trainee fails to demonstrate appropriate skills and knowledge during a monitored field practice by a CSD inspector and/or CSD training provider.

²Training for Duct Sealing/Blower Door Diagnostics and Combustion Appliance Safety is only required for crew members who are going to perform these diagnostic tests.

³Only required if performing work on HUD units.

EXHIBIT G
(Standard Agreement)

DEFINITIONS

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

Administrative Costs: Actual costs for auxiliary functions such as salaries, wages, workers compensation, and fringe benefits for administrative staff, facilities, utilities, office and computer equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, activities associated with monitoring compliance of Davis-Bacon Act, and like services necessary to sustain the direct effort involved in administering a grant program or an activity providing services to the grant program. Includes incurred costs associated with participation and attendance to policy advisory committee meetings and workgroups.

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.

EXHIBIT G
(Standard Agreement)

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.

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 Education/Counseling: Includes, but is not limited to, providing client with written information describing energy-saving behavioral adjustments that will decrease the energy consumption of the household; providing client with resource information, referral, and budget counseling in order to assist clients in achieving self-sufficiency; providing client with mold and lead-safe education and advising client of the benefits of weatherization in their homes.

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.

EXHIBIT G
(Standard Agreement)

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

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

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.

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.

Diagnostic Testing: Series of testing protocols performed under the weatherization program involving the use of specialized tools to assess: the operating condition of combustion appliances for general safety and carbon monoxide emission levels, and pressurized diagnostic testing procedures to assess the integrity of building envelopes and duct systems for leakage and outside air infiltration. Diagnostic tests shall only be performed by qualified individuals possessing the required skill and training needed to perform diagnostic testing activities.

Direct Program Activities: Activities associated with the installation of measures in dwellings to include labor, materials, subcontractors, and lead-safe weatherization materials.

EXHIBIT G
(Standard Agreement)

DOE: The United States (U.S.) Department of Energy that provides funds for the Weatherization Assistance Program for Low-Income Persons. This program is authorized by Title IV of the Energy Conservation and Production Act (P.L. 94-385). The federal regulations for this program are in 10 CFR Part 440. The intent of this program is to increase the energy efficiency of low-income dwellings, reduce the occupant's total residential energy expenditures, and improve their health and safety.

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 used to evaluate the service needs of an eligible dwelling for weatherization services offered under the DOE and LIHEAP weatherization programs. An assessment shall be performed by qualified individuals possessing the required skill and training needed to perform assessment activities.

Dwelling Unit: A house, including a stationary mobile or manufactured 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 subcategory of weatherization measures designed specifically to reduce energy consumption in the areas of lighting and electrical appliances. Allowable electric base load measures include compact fluorescent lamps and fixtures and replacement of older and inefficient refrigerators.

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;
- c. An official declaration of a significant increase in:
 - i. Home energy costs;
 - ii. Home energy disconnection;
 - iii. Enrollment in public benefit programs; or

EXHIBIT G
(Standard Agreement)

- 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 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.

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

EXHIBIT G
(Standard Agreement)

General Heat Waste Measures: A subcategory of weatherization measures designed specifically to improve energy efficiency by reducing general heat and cooling waste within the dwelling. General Heat Waste Measures include: evaporative cooler covers and air conditioner vent covers, hot water flow restrictors and low-flow showerheads, water heater blankets, and 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, 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. A malfunctioning HVAC appliance shall be examined by a qualified technician (i.e., C-20 HVAC contractor, or utility company gas service technician). Work shall be performed 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.

Health and Safety Measures: A subcategory of weatherization measures installed to mitigate health and safety hazards generated by combustion appliances and to preserve or improve indoor air quality. The measures include CO alarms, heating/cooling and water heater repairs and replacements, lead-safe weatherization and kitchen exhaust repair and replacements.

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+).

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 2008 Building Energy Efficiency Standards.

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

EXHIBIT G
(Standard Agreement)

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.

Liability Insurance: Insurance coverage to protect against claims alleging one's negligence or inappropriate action resulting in bodily injury or property damage. Related costs shall mean those actual costs allocated for insurance bonds, general liability insurance, and pollution occurrence insurance. Pollution occurrence insurance is optional.

Major Vehicle and Field Equipment: Includes the purchases of vehicle and field equipment over \$5,000 per unit used for the purpose of delivery of direct services. Pre-approval from CSD is required. Field equipment means diagnostic equipment and related equipment.

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 Weatherization Installation Standards and CFR Title 10 Part 440 Appendix A – Standards for Weatherization Materials. Materials are budgeted and reported under Direct Program Activities.

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.

EXHIBIT G
(Standard Agreement)

Maximum Average Reimbursement: Represents the maximum average per dwelling investment for related weatherization service and program costs. Under this Agreement, maximum average reimbursement for weatherized dwellings is \$3,044. The formula for determining the maximum average reimbursement is:

Program Costs – (Training & Technical Assistance + Liability Insurance +
Vehicles & Equipment Purchases Over \$5,000) + Vehicles & Equipment
Amortization =
Maximum Average Reimbursement

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, labor and 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. Exhaust fan repair or replacement;
- e. Floor repair for mobile home water heater;
- f. 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;
- g. Minor roof repairs and materials used to protect the materials installed from the weather;
- h. Mobile home skirting repairs to prevent animal infiltration;
- i. Patching holes in the building envelope that are too big to caulk (includes replacing attic/crawl space access covers); and
- j. Range hood damper and fireplace chimney damper repair or installation.
- k. Exclusions:

EXHIBIT G
(Standard Agreement)

- i. Air conditioner and/or furnace cleaning and filter replacement;
- ii. Entrance door modification, repair, adjustments, and/or replacement and attendant hardware into conditioned areas including frames, thresholds, and doorstops.
- iii. Kitchen cabinet repairs and retrofits that are not associated with the replacement of a range, cook top, or previously installed microwave;
- iv. Kitchen exhaust systems;
- v. 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;
- vi. Sliding glass door repair and replacement;
- vii. Window and glass repair and replacement;
- viii. Any other measure that has a chargeable line item.

Mobile or Manufactured Home: A mobile, manufactured, or factory-built home is defined as a factory-built single family dwelling which includes plumbing and electrical systems, is built on a permanent chassis, and is connected to the required utilities. The unit must be at least 8 feet wide and 41.25 feet long (minimum of 320 square feet) and the wheels must be removed. The structure shall contain conditioned spaces including provisions for sleeping, eating, and cooking for one or more persons.

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 as 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.

Natural Disaster: A weather event (relating to cold or hot weather), flood, earthquake, tornado, hurricane, or ice storm, or an event meeting such other criteria as the Secretary of Federal Department of Health and Human Service, in the discretion of the Secretary, may determine to be appropriate. For the purpose of the DOE WAP Disaster Relief Plan, emergency services may be provided to low-income individuals and families

EXHIBIT G
(Standard Agreement)

affected by a natural disaster when the event is declared by a Presidential or Gubernatorial Order as a Federal or State Emergency.

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

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

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

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

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

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

Ride-along: A representative of the Contractor who accompanies a designated third-party inspector while performing on-site inspections. CSD requires that, when possible,

EXHIBIT G
(Standard Agreement)

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.

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.

EXHIBIT G
(Standard Agreement)

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) 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.

(2011 LIHEAP)

**EXHIBIT H
(Standard Agreement)**

2011 AGENCY PRIORITY PLAN

(Please see the attached document.)

**EXHIBIT H
 2011 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 Manager		
Telephone Number: 951- 955-4900	E-mail Address: Gaimua@caoriverside.org	Fax Number: 951-955-4900

SECTION 1 - ENERGY CRISIS INTERVENTION PROGRAM (ECIP) AND HOME ENERGY ASSISTANCE PROGRAM (HEAP) ALLOCATION		Percent
1.1	ECIP- Fast Track (Electric and Gas)	15.00 %
1.2	ECIP- Wood, Propane, and Oil	2.00 %
1.3	ECIP - Heating and Cooling Services	7.00 %
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 %

SECTION 2 - LIHEAP LEVERAGING		Percent
2.1	Weatherization Allocation	80.00 %
2.2	ECIP/HEAP Allocation (if % allocation indicated, complete Section 3 below)	20.00 %
TOTAL (Sections 2.1 and 2.2)		Must Equal 100% 100.00 %

SECTION 3 - LIHEAP LEVERAGING FUNDS -ECIP/HEAP ALLOCATION BREAKDOWN		Percent
3.1	ECIP - Fast Track (Electric and Gas)	0.00 %
3.2	ECIP - Wood, Propane, and Oil	0.00 %
3.3	ECIP - Heating and Cooling Services	100.00 %
3.4	ECIP - Severe Weather Emergency Assistance	0.00 %
3.5	HEAP - Electric and Gas	0.00 %
3.6	HEAP - Wood, Propane, and Oil	0.00 %
TOTAL (Sections 3.1 through 3.6)		Must Equal 100% 100.00 %

Authorized Person: (Print Name) MARIA Y. JUNEZ	Signature: 	Date: 4-15-11
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INSTRUCTIONS

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

1. Review the subcomponents listed in Section 1 and indicate the funding level percentage for each subcomponent.
2. Review the components listed in Section 2 and indicate the funding level percentage.
3. If you allocate a percentage in Section 2- ECIP/HEAP component, then you will need to complete Section 3 to provide a breakdown of the Leveraging Funds allocated for ECIP/HEAP by subcomponent.
4. 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
 2011 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 Manager	Gaimua@capriverside.org	951-955-4900	951-955-0944

SECTION 1 - ECIP-FT AND HEAP GOALS AND PERCENTAGES

ECIP			HEAP		
1.a	ECIP-FT Projected Vulnerable Populations:	75%	1.c	HEAP Projected Vulnerable Populations:	75%
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%	5.9%	5	Range 1:	0%	5.9%	5
Range 2:	6.0%	10.9%	6	Range 2:	6.0%	10.9%	6
Range 3:	11.0%	15.9%	7	Range 3:	11.0%	15.9%	7
Range 4:	16.0%	21.9%	8	Range 4:	16.0%	21.9%	8
Optional	From	To	Points	Optional	From	To	Points
Range 5:	22.0%	28.0%	9	Range 5:	22.0%	28.0%	9
Range 6:	28.0%	150.0%	11	Range 6:	28.0%	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 Condition	4	1	Life Threatening Condition	4
2	Working Poor	2	2	Working Poor	2
3	Food Stamps/ Rental Assiatance	-1	3	Food Stamps/ Rental Assiatance	-1
4	Other Utility Assistance	-1	4	Other Utility Assistance	-1

**EXHIBIT H
 2011 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	E-Mail Address: Gaimua@Capriverside.org		Fax Number: 951-955-0944

SECTION 1 – WEATHERIZATION GOALS AND PERCENTAGES

1.a	Weatherization Projected Vulnerable Populations:	75 %	1. b	Weatherization Projected Average Energy Burden:	15 %
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SECTION 2 – WEATHERIZATION PRIORITIZATION OF SERVICES

Describe your Agency's plan for prioritizing weatherization services to eligible households.

Community Action Partnership of Riverside's County (CAP Riverside) Weatherization Program enables low-income families including the elderly, the disabled and those with children under five, to permanently reduce their energy bills by making their homes more energy efficient. CAP Riverside will distribute funds utilizing the same federal, state and local priority criteria currently used under the LIHEAP program. First priority for services will be given to households that have the lowest incomes and pay a higher portion of their income for home energy (energy Burden) and to households with members who have health and safety issues and those with life-threatening situations. Second priority will be given to vulnerable populations as defined by the state which include elderly persons (60 years or older), disabled persons, limited-English-speaking persons, 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 who may fall short of the priority ranking. Others may include those individuals facing some kind of crisis, which prevents the wage earner from working, such as a job layoff, disability or medical emergency.

CAP Riverside contracts 100% of its weatherization program with eight contractors: Ace & Son Construction, ECOWIZE, David Starrett Construction, Energy Services Partnership, Hopkins Painting, James D. Restoration and Counteraction, Synergy Companies, and Hawaii Blue Construction Inc. CAP Riverside provides Contractor all leads and assessments for weatherization services. Contractor completes installation of required measures countywide on dwellings assessed and referred by CAP Riverside on a first-in first-out basis. CAP Riverside provides final 100% inspection of all homes weatherized.

Customers are provided with written energy conservation information with helpful tips to conserve energy, description of benefits of weatherization measures installed and description of proper use of each measure. By providing this service to low-income families, it reduces their energy bills and enables them to use the funds on more pressing family needs such as food, rent and medication. Services are provided to eligible customers countywide.

Other Benefits:

- Homes in community are improved.
- Increase in value of home.
- Lowers 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 120 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 also maintains four satellite offices located in the cities of Blythe, Indio, Hemet and Mecca. 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, for non-English Speaking customers are made available. CAP Riverside has staff that is able to translate and assist customers in their native language.

CAP Riverside implemented policy change making weatherization mandatory for households receiving utility assistance.

CAP Riverside targets vulnerable populations through expand outreach strategies such as :

1. Utilizing TTY telephone equipment for the hearing impaired.
2. Promoting CAP Riverside's website for more information and to download applications.
3. Expanded outreach clinics/workshops from 270 to 350 workshops per calendar year.
4. By targeting priority populations and the use of print media, television, radio, internet, community flyers/posters, new partnerships in rural regions etc.
5. Implementing training specific to increasing landlords' knowledge of weatherization benefits.
6. When a high priority need arises re-weatherize homes on case-by case basis.
7. Use of new CAP Mobile unit for outreach activities in remote areas, such as Anza and Oasis, for regularly scheduled workshops.
8. Increase participation in health/resource fairs –community events.
9. Implemented block weatherization.

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. *Please note: Please refer to your Agency Profile for beginning and ending dates of the typical heating and cooling season.*

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 insure 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. The peaks periods would have higher percentage of allocation compared to lower peak period with smaller percentages. Staff will monitor the funds over the course of the program year.

CAP Riverside maintains four satellite offices located in the cities of Blythe, Indio, Hemet and Mecca. 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 existing community-based and faith-based organizations will insure maximum efficient utilization of all energy resources. This approach includes partnering with over 120 community and faith-based organizations, senior housing projects, mobile home parks, advertising in the local newspapers and setting-up booths at various community events to distribute program information, regarding weatherization and utility assistance, and sending mailers (including brochures, clinic schedules, utility and weatherization applications) to community and faith-based organizations.

Most partner organizations assist the public with completion of the required forms on a daily basis while the balance assists with distribution of applications to the public. Emergency/urgent situations are handled on a case-by-case basis with the community-based organization faxing the completed applications to CAP Riverside for action.

CAP Riverside has developed an energy assistance and weatherization information web-site containing monthly outreach clinic schedules, the LIHEAP application, definitions of weatherization measures, and energy savings tips. Customers are able to download this application and the required forms, complete them and mail them to CAP Riverside. Home visits to homebound customers are also provided.

CAP Riverside provides each customer with written information on energy conservation, helpful tips to conserve, budget counseling, description of benefits of weatherization measures installed, description of what each measure does to conserve and proper use/care of measure.

All customers applying for utility assistance, are automatically signed up for weatherization and those that are renting are required to have the owner or owner's agent sign completed energy services agreement rental units form, permitting contractors 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 20% discount on their Gas and Edison bills.



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

PROGRAM: Low-Income Home Energy Assistance Program

PERIOD: January 1, 2011 through March 31, 2012

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

[Handwritten Signature]
Signature

Community Action Partnership
of Riverside County
Agency/Organization

4-7-11
Date

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

(2011 LIHEAP)

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

EXHIBIT I
(Standard Agreement)

(2011 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.

**Riverside County Board of Supervisors
Request to Speak**



Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject
Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: GARRY GRANT

Address: 27018 JARVIS ST
(only if follow-up mail response requested)

City: PERRIS, **Zip:** 92570

Phone #: 657-9319

Date: 29TH^{MAR} 011 **Agenda #** 3.8

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

Support **Oppose** **Neutral**

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

Support **Oppose** **Neutral**

I give my 3 minutes to: _____