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provisions in this Agreement, including but not limited to a code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open and free competition.

- 2) Contractor shall not permit any organizational conflicts of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subcontractor performance and eliminate unfair competitive advantage, individuals or firms that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall award any subcontract to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors. Contractor's solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the recipient.
- 3) Contractor assures that all supplies, materials, equipment, or services purchased or leased with funds provided by this Agreement shall be used solely for the activities allowed under this Agreement, unless a fair market value for such use is charged to the benefiting program and credited to this Agreement.
- 4) Contractor shall provide for open and free competition and adequate cost analysis in all procurement transactions for each purchase order, lease, or subcontract for any articles, supplies, equipment, or services to be obtained from vendors or subcontractors.
- 5) If a service or product is of a unique nature, or more than one vendor/provider cannot reasonably be identified, Contractor shall maintain adequate justification for the absence of competitive bidding. "Adequate justification" must include but is not limited to:
 - a. Explanation of why the acquisition of goods or services is limited to one vendor or supplier;
 - b. Description of sole vendor/supplier's unique qualifications to provide the goods or services in question; and
 - c. Analysis of cost(s) to demonstrate reasonability.
- 6) Emergency Procurements. In cases of bona fide emergency where awarding a subcontract is necessary for the immediate preservation of public health, welfare, or safety, documentation of the emergency will be sufficient in lieu of the three-bid process.

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- 7) CSD Lease/Purchase Pre-Approval Requirements. To ensure that significant procurement transactions are conducted in an open and freely competitive manner, Contractor shall prepare and submit a Request for Purchase/Lease Pre-Approval (CSD 558) to CSD at least fifteen (15) calendar days prior to executing the subcontract for each of the following procurement transactions:
 - a. Any articles, supplies, equipment, or services having a per-unit cost in excess of \$5,000; or
 - b. Any articles, supplies, or equipment where the total contract amount exceeds \$100,000.
- 8) In all procurements, whether requiring CSD pre-approval or not, Contractor is solely responsible for maintenance of adequate procurement records demonstrating compliance with Federal and State requirements.
- 9) Noncompliance with any of the provisions in this Section 3. shall result in a disallowance of the costs of the procurement transaction.
- 10) Contractor assures that it shall exercise due care in the use, maintenance, protection, and preservation of State-owned property in Contractor's possession or any other property or equipment procured by Contractor with State funds. Such care shall include, but is not limited to, the following:
 - a. Maintaining insurance coverage against loss or damage to such property or equipment.
 - b. Ensuring that the legal ownership of any motor vehicle or trailer is in the name of the Contractor.

B. Limitation on Use of Funds

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

4. AFFIRMATIVE ACTION COMPLIANCE

- A. Each Contractor or subcontractor with 50 or more employees and an agreement of \$50,000 or more shall be required to develop a written Affirmative Action Compliance Program.

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- B. The written program shall follow the guidelines set forth in Title 41 CFR Section 60-1.40, Sections 60-2.10 through 60-2.32, Sections 60-250.1 through 60-250.33, and Sections 60-741.4 through 60-741.32.
- C. Each Contractor or subcontractor with less than 50 employees shall comply with Section 202 of Part II of Executive Order 11246, as amended by Executive Order 11375. Contractor shall ensure that subcontractors falling within the scope of this provision shall comply in full with the requirements thereof.

5. NONDISCRIMINATION COMPLIANCE

- A. Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge will, unless exempted, comply with the nondiscrimination program requirements set forth in this section.
- B. Contractor hereby certifies compliance with the following:
 - 1) Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity.
 - 2) Title VI and Title VII of the Civil Rights Act of 1964, as amended.
 - 3) Rehabilitation Act of 1973, as amended.
 - 4) Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended.
 - 5) Title 41, Code of Federal Regulations (CFR), Chapter 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, as amended.
 - 6) Public Law 101-336, Americans with Disabilities Act of 1990.

6. PRIORITIZATION OF SERVICES

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

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7. SPECIFIC ASSURANCES

A. Pro-Children Act of 1994

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

B. American-Made Equipment/Products

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

C. Federal and State Occupational Safety and Health Statutes

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

D. Political Activities

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

E. Lobbying Activities

- 1) Contractor shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Agreement or any other fund, programs, projects, or activities that flow from this Agreement.
- 2) If Contractor engages in lobbying activities, Contractor shall complete, sign and date the CERTIFICATION REGARDING LOBBYING/DISCLOSURE OF LOBBYING ACTIVITIES, EXHIBIT I,

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as required by the U.S. Department of Health and Human Services under
45 CFR Part 93.

8. RIGHT TO MONITOR, AUDIT, AND INVESTIGATE

- A. In addition to the compliance monitoring described above, any duly authorized representative of the federal or state government, which includes but is not limited to the federal offices of inspectors general, the State Auditor, CSD staff, and any entity selected by CSD to perform inspections and/or investigations, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site visits, audits, and any other appropriate means CSD deems necessary.
- B. Contractor shall, upon reasonable notice, make available all information and materials reasonably necessary for CSD to substantiate to its satisfaction that expenditures incurred under this Agreement are allowable and allocable, including, but not limited to files, books, documents, papers, and records. Contractor agrees to make such information and materials available to the federal government, the State, or any of their duly authorized agents or representatives, for purpose of examination, copying, or mechanical reproduction, on or off the premises of the subject entity.
- C. Any duly authorized agent or representative of the federal or state government shall have the right to undertake investigations in accordance with Public Law 97-35, as amended.
- D. All agreements entered into by Contractor with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause allowing CSD or any duly authorized agent or representative of the federal or state government timely access to the working papers of the audit firm(s).

9. FAIR HEARING PROCESS FOR ALLEGED VIOLATION OF THE CIVIL RIGHTS ACT AGAINST CONTRACTOR

- A. In the event of any violation or alleged violation of Title VI of the Civil Rights Act of 1964, as amended, Contractor has the right to request a fair hearing in response to such violation or alleged violation within 30 calendar days from the date of such action.
- B. The State shall conduct such fair hearing in accordance with Title 45, Code of Federal Regulations (CFR), Section 81.1 et seq.

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10. **FAIR HEARING PROCESS FOR APPLICANTS FOR DENIAL OF BENEFITS BY CONTRACTOR: WEATHERIZATION, HEAP, AND ECIP**

- A. Contractor shall provide all interested individuals equal opportunity to apply for the Low-Income Home Energy Assistance Program and shall not discourage any interested individual from submitting an application for LIHEAP assistance. Contractor shall act upon all applications in writing within fifteen (15) working days.
- B. Pursuant to Title 22 of the California Code of Regulations, Section 100805, Contractor shall establish a written appeals process to enable applicants who are denied benefits or services, or who receive untimely response or unsatisfactory performance, the right to appeal the decision or performance to the Contractor. Contractor's process shall include, at a minimum, all of the requirements of Section 100805 subdivision (b), plus:
 - 1) Provisions that ensure that each applicant is notified in writing of the right to appeal a denial of or untimely response to an application, or to appeal unsatisfactory performance, and the process to request such an appeal, at the time that each applicant submits an application. Such notification shall include information about the right to appeal to both the Contractor and to CSD.
 - 2) Provisions that ensure that Contractor will make a good faith effort to resolve each appeal.
 - 3) Provisions that ensure that Contractor notifies the applicant in writing of the Contractor's final decision within fifteen (15) working days after the appeal is requested. If the appeal is denied, the written notification shall include instructions on how to appeal the decision to CSD. Whenever Contractor notifies an applicant of a denial of an appeal, Contractor shall simultaneously provide a copy of the final decision to the Manager of CSD's Energy Services Division.
 - 4) Provisions to enable Contractor to collate information on denials and appeals in its regular program reporting.

11. **COMPLAINT MANAGEMENT POLICIES AND PROCEDURES**

- A. Contractor shall establish and maintain policies and procedures for handling complaints and provide applicants an opportunity to register a complaint based on their experience with attempts to obtain services under LIHEAP. The policies and procedures shall be in writing and Contractor shall provide the complaint process to interested individuals upon request.

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- B. Contractor shall ensure that all formal complaints are documented and include the date, time, client name and address, and nature of the complaint and the actions undertaken by the Contractor to resolve the issue. For purposes of this section, "formal complaint" means a written complaint filed with the Contractor by the complainant.
- C. If the Contractor's efforts did not result in a resolution, the Contractor may refer the client to the CSD Field Representative assigned to the Contractor. The Contractor shall contact the CSD Field Representative directly and explain the issue, actions taken to resolve the issue, and provide to the CSD Field Representative any supporting documentation that demonstrates the Contractor's attempts to resolve the issue.
- D. If the Contractor believes that the complainant will contact the media, State or Federal oversight agency or Governor's Office regarding the complaint, Contractor shall immediately notify their CSD Field Representative.

12. RECORD-KEEPING

- A. All records maintained by Contractor shall meet the OMB requirements contained in 45 CFR Part 92 and 45 CFR Part 74 (OMB Circulars A-102, Subpart C, {"Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"} or A-110, Subpart C, Nonprofit Organizations), whichever is applicable.
- B. Contractor shall maintain all records pertaining to this Agreement for a minimum period of three years after submission of the final report. Contractor shall further maintain all such records until resolution of all related audit and monitoring findings are completed.
- C. Contractor assures that employee and applicant records shall be maintained in a confidential manner to assure compliance with the Information Practices Act of 1977, as amended, and the Federal Privacy Act of 1974, as amended.
- D. To the extent Contractor maintains records in an electronic format, Contractor shall ensure that all records are "backed-up" or copied, utilizing appropriate, secure technology in order to avoid permanent loss or destruction, occasioned by theft, accident, willful acts or negligence, or by fire, flood, earthquake or other natural disaster.

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PROGRAMMATIC PROVISIONS

1. SERVICE PRIORITY GUIDELINES

- A. Contractor shall give first priority for services to those households with the highest energy burden and shall factor into its first priority for services those households with the following vulnerable populations: young children (ages 5 years or under), disabled, and elderly persons (ages 60 years or older).
- B. Contractor may give first priority for services to those households whose members have life-threatening emergencies.
- C. For the ECIP Fast Track and HEAP WPO program components, Contractor shall assign prioritization points for Energy Burden, Vulnerable Populations, Household Income, and any Optional Agency-Defined categories as referenced in the AGENCY PRIORITY PLAN, WEATHERIZATION AND ECIP-EHCS in Exhibit H. Contractor shall assign 10 points for applicants with the lowest income and the highest energy burden.
- D. Due to limited funding, Contractors are discouraged from providing either:
 - 1) Energy assistance benefits to households with substantial credit(s) on its utility bills; and/or
 - 2) Weatherization services to dwellings previously weatherized under LIHEAP within the past four (4) years. Contractors shall prioritize services to previously weatherized dwellings in accordance with the AGENCY PRIORITY PLAN, WEATHERIZATION AND ECIP-EHCS in Exhibit H.
- E. Equitable Treatment

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

2. OUTREACH AND INTAKE ACTIVITY GUIDELINES

A. Outreach

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

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B. Intake

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

- 1) Establish reasonable hours whereby applicants will have access during regular business hours to seek program information with an assurance that the Contractor shall respond to the applicant's request within a reasonable amount of time.
- 2) Ensure applicants have access to applications, whether in hardcopy or electronic format, during regular business hours. Contractors whose offices are not staffed Monday through Friday must arrange for alternative points of access to LIHEAP applications. Contractor may satisfy this requirement by posting their application for download on their website or at CSD's website at www.csd.ca.gov or at alternate location(s).
- 3) Accept applications for assistance during regular business hours.
- 4) Accept applications for ECIP Fast Track and WPO at sites that are geographically accessible to all households in the area served by Contractor.
- 5) Provide to low-income individuals who are physically infirm the means to submit applications for HEAP and ECIP without leaving their residences.
- 6) Provide intake only at sites accessible to the disabled.
- 7) Contractor shall utilize the Energy Intake (CSD 43), or Contractor's equivalent, as a multipurpose form for referrals to the LIHEAP Weatherization program, the ECIP EHCS program, HEAP program, and Department of Energy (DOE) program.
- 8) If Contractor opts to "pre-screen" applicants for benefits by discussing eligibility criteria and by counseling potential clients in advance of their completing and submitting an Energy Intake (CSD 43) or Contractor's equivalent, Contractor must apply income guidelines and contractor's Priority Plan when prescreening applicants. If the applicant appears to be ineligible, Contractor must so inform the applicant but must nevertheless notify prescreened applicants of the right to apply for benefits upon changes in the prescreened applicant's circumstances and status. Energy Intake (CSD 43) or Contractor's equivalent must be provided to a potential client upon request, whether or not a prescreening process is employed.

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3. ASSURANCE 16 ACTIVITY GUIDELINES

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

A. Needs Assessment

Contractor must conduct a needs assessment for each client who submits an application that shall include computing the energy burden of each applicant's household and prioritizing households in accordance with Section 1., SERVICE PRIORITY GUIDELINES, of this Exhibit, and the AGENCY PRIORITY PLAN, WEATHERIZATION AND ECIP-EHCS in Exhibit H.

B. Client Education/Budget Counseling – General Requirements

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

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

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

- 1) In addition to the above provisions, Contractor shall place in the client's file the Client Education Confirmation of Receipt (CSD 321) or Contractor's equivalent that substantiates that the client was provided with energy conservation, budget counseling, and mold and lead-based paint education.
- 2) Occupants of pre-1978 units to be weatherized must receive the pamphlet, "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and School."

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- 3) Contractor shall provide to all clients the EPA pamphlet, "A Brief Guide to Mold, Moisture, and Your Home."
- 4) Contractor shall provide to the client a description of the benefits that the client can expect to receive as a result of the weatherization measures installed and diagnostic tests performed in the dwelling.
- 5) Contractor shall provide to the client an explanation of the action of each measure in terms of preventing air infiltration or the escape of heated or cooled air from the dwelling and how to maximize the effect of such measures.
- 6) Contractor shall provide to all clients the EPA pamphlet, "A Citizen's Guide to Radon."

D. Coordination

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

4. LIHEAP AGENCY PLAN

- A.** Contractor shall submit an annual LIHEAP Agency Priority Plan to CSD by a date as determined by CSD. The LIHEAP Agency Priority Plan is intended to systematize the gathering of planning information to assist CSD with its obligations under federal statute to provide programmatic assurances to the Secretary of the U.S. Department of Health and Human Services under the LIHEAP block grant and to enable the Contractor to plan and propose an annual budget that is consistent with the purposes of the Low-Income Home Energy Assistance Program and reflective of the needs of the local low-income population.

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- B. CSD will review the annual LIHEAP Agency Priority Plan to ensure compliance with federal and state laws and departmental requirements.

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

- C. CSD's approval of the LIHEAP Agency Priority Plan documents submitted by Contractor shall not be construed as prior approval of any costs expended under this Agreement. The approval of all expenditures remains subject to the federal requirements that the actual costs are allowable and allocable pursuant to all laws, regulations, and this Agreement.

5. HEAP/WPO ACTIVITY GUIDELINES

A. Applicant Eligibility

- 1) Assistance shall be available only to households with incomes that do not exceed an amount equal to sixty percent (60%) of the State median income.
- 2) Income verification must be for one month. For acceptable types of documentation and processing timeframes, refer to the current LIHEAP Eligibility and Verification Guide at <https://providers.csd.ca.gov>.
- 3) Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for WPO to determine the client's energy burden.

- B. Eligible households may receive only one ECIP Fast Track/WPO, or HEAP/WPO payment per program year. However, Contractor can use program income to provide a supplemental ECIP Fast Track/WPO or HEAP/WPO for clients experiencing an extenuating circumstance. In addition to receiving one ECIP (Fast Track/WPO) or HEAP/WPO payment and/or supplemental program income benefit payment, eligible households may receive ECIP EHCS services and/or other weatherization services, if needed.

- C. Contractor may establish a maximum benefit for HEAP WPO payments; such maximum shall be consistently applied. ECIP WPO payments cannot exceed \$1,000.

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- D. Contractor must exercise due care to ensure that duplication of ECIP Fast Track/WPO or HEAP/WPO payments does not occur at any time during the term of this Agreement.
- E. Once applicants meet the eligibility and prioritization criteria and funds are available:
 - 1) Contractor shall complete the ECIP Payment Confirmation (Non-Regulated Utility Companies Only) (CSD 415) or Contractor's equivalent.
 - 2) Contractor shall make payments directly to energy vendors on behalf of clients whose energy sources are wood, propane, or oil.
 - 3) CSD shall not make payments to clients for WPO assistance.
 - 4) Before paying energy vendors, Contractor shall verify that charges for the services and goods provided are reasonable and within fair market value.
- F. Contractor shall notify the applicant of the recipient household, in writing, when payments are made directly to an energy vendor for wood, propane, or oil on their behalf.
- G. Unless a different, formal, or documented agreement exists to the contrary, Contractor shall forward payments for WPO on behalf of applicants to corresponding energy vendor within 60 calendar days from the date obligation was incurred.

6. WEATHERIZATION ACTIVITY GUIDELINES

- A. Applicant Eligibility
 - 1) Assistance shall be available only to households with incomes that do not exceed an amount equal to sixty percent (60%) of the State median income.
 - 2) Income verification must be for one month. For acceptable types of documentation, refer to the current LIHEAP Eligibility and Verification Guide at <https://providers.csd.ca.gov>.
 - 3) Contractor shall certify a household's income eligibility prior to the delivery of all energy program services.
 - 4) Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for wood, propane, and oil to determine the client's energy burden.

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B. Dwelling Eligibility

- 1) The certification shall remain in effect for a period of 120 days from the date.
- 2) Contractor shall perform the assessment of weatherized dwellings within 120 days of the certification date to receive weatherization assistance services. In the event the Contractor is unable to perform the weatherization dwelling assessment within the 120-day period, Contractor shall obtain updated income verification documentation to recertify the household's income eligibility, prior to commencing the delivery of any form of weatherization assistance service including the dwelling assessment.
- 3) Contractor shall complete the post-combustion appliance safety test within sixty (60) days from the date of the pre-combustion appliance safety test. In the event the Contractor is unable to perform the work associated with the combustion appliance safety testing and the post-combustion appliance safety test within the 60-day period, Contractor shall perform another pre-test for the dwelling prior to commencing the delivery of any form of weatherization assistance services.
- 4) Contractor shall complete weatherization services within six (6) months from the date of the original assessment of a dwelling. In the event the Contractor is unable to perform all weatherization services within the six-(6) month period, Contractor shall obtain updated income verification documentation to recertify the household's income eligibility.
- 5) **Permission to Provide Services**
 - a. Contractor shall obtain written permission of the owner-occupied dwelling, and/or of the owner of a rental unit, or his/her agent prior to performing any weatherization services. Such permission shall be recorded on the Energy Service Agreement for Rental Units (CSD 515) or Contractor's equivalent or the Service Agreement for Unoccupied Multi-Unit Dwelling (CSD 515d) or Contractor's equivalent. At a minimum, the written documentation and/or notification shall include the following:
 - i. General permission to do assessment and weatherization work;
 - ii. Notification of specific work to be done before the work is done;

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- iii. Notification of significant structural and engineering changes; and
 - iv. Confirmation of work completed.
 - b. If during the course of performing weatherization services in a dwelling, Contractor identifies that significant structural and/or engineering changes may occur, Contractor shall re-obtain written permission of the owner-occupied dwelling and/or from the owner of a rental unit prior to continuing with the scheduled work.
- 6) Rent Increase Restrictions
- a. For a period of two years after weatherization work has been completed on a dwelling containing a unit occupied by an eligible household, the tenants in that unit (including households paying for their energy through their rent) will not be subjected to rent increases unless those increases are demonstrably related to matters other than the weatherization work performed.
 - b. Tenants shall be given a written summary of these conditions with the current telephone number of the Contractor with instructions on how to file a complaint should these conditions not be met. Contractor shall investigate all complaints filed and shall forward a copy of all written complaints to CSD or, if a verbal complaint has been made, contact CSD with the details of the complaint including date complaint was made, date investigations began, and results.
 - c. Should a complaint be found valid, Contractor shall obtain the amount equal to the weatherization work performed on that unit from the landlord and, if previously reimbursed from CSD, remit that amount to CSD along with details of the investigation.
- 7) Multi-Unit Dwellings
- a. In accordance with 10 CFR 440.22(b) (2), Contractor may weatherize a building containing rental dwelling units when not less than 66% (50% for duplexes and four-unit buildings) of the dwelling units in the building:
 - i. Are eligible dwelling units, or
 - ii. The dwelling units will become eligible (occupied by eligible low-income tenants) within 180 days under a federal, state, or local government program for

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rehabilitating the building or making similar improvement to the building.

- b. If dwelling units are qualified for services through a federal, state, or local government rehabilitation program, documentation to verify participation in the rehabilitation program is required.
- c. The amount of funds, however, applied to weatherization services in a building shall not exceed the number of eligible dwelling units multiplied by the \$4,055 maximum average per unit or by the \$6,904 maximum average per unit, if an energy audit is performed.
- d. Contractor shall complete a Multi-Unit Dwelling Unit Eligibility Certification (CSD 75P) or Contractor's equivalent for each complex and shall maintain a copy in each individual client file.
- e. Contractor shall certify unit eligibility by completing Energy Intake (CSD 43) or Contractor's equivalent for each dwelling unit in each building. Certification of eligibility by the owner/manager of the occupants of the building/complex is not acceptable.
- f. The owner signed a copy of the Energy Service Agreement for Rental Units (CSD 515) or Service Agreement for Unoccupied Multi-Unit Dwelling (CSD 515d) or Contractor's equivalent, authorizing the weatherization work, accepting conditions protecting the interests of tenants, and other provisions required by CSD;
- g. No undue or excessive enhancement shall occur to the value of the dwelling units.
- h. The repair and replacement of heating appliances, cooking appliances, and water heaters shall be performed in unoccupied multi-unit dwellings under the LIHEAP weatherization program only if a dangerous indoor air quality condition is found to exist, e.g., carbon monoxide hazard or gas leak and/or fire hazard.
- i. If a dangerous indoor air quality condition and/or fire hazard is found to exist under ECIP EHCS, Contractor may disable the appliance to eliminate the immediate hazard in accordance with ECIP Policy and Procedures, the CSD Weatherization Installation Standards, and CSD Weatherization Policies and Procedures. These documents are incorporated by reference to this Agreement and available on the CSD Providers' website at

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<https://providers.csd.ca.gov>. No other ECIP EHCS activities are allowed.

- ii. If the dwelling is later occupied with an eligible applicant, Contractor may provide the appliance services and upon the completion of service, shall report the dwelling as previously weatherized.

8) Previously Weatherized Dwellings

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

9) Ineligible Dwellings

- a. Contractor shall not weatherize a dwelling unit that is designated for acquisition or clearance by a federal, state, or local program within 12 months from the date weatherization of the dwelling unit would be scheduled to be completed.
- b. Contractor shall not weatherize any dwelling under this Agreement unless the property owner agrees to all the terms and conditions of

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the Weatherization Building Assessment and Job Order Sheet (CSD 540) and signs the Energy Service Agreement for Rental Units (CSD 515), Service Agreements for Unoccupied Multi-Unit Dwellings (CSD 515D), or Contractor's equivalent as applicable.

- c. No institutional or commercial building including, but not limited to, universities, schools, nursing homes, hospital, shelters, or group homes, may be weatherized under this Agreement.

C. Minimum Requirements for Weatherization Services

- 1) Single-family detached and other single-story dwellings that have not been previously weatherized under a CSD program or other program may be weatherized under this Agreement only if:
 - a. Ceiling Insulation plus two additional Mandatory Measures are installed, or
 - b. In the event Ceiling Insulation is not feasible, at least three Mandatory Measures are installed.
- 2) Multi-unit dwellings that have not been previously weatherized under a CSD program or other program may qualify for weatherization services only if ceiling insulation plus two (2) additional Mandatory measures are installed or, in the event ceiling insulation is not feasible, at least three (3) Mandatory measures are installed.
 - a. Installation of ceiling insulation shall be counted as a ceiling insulation measure for each unit within that building envelope.
 - b. Installation of a common water heater shall qualify as a Mandatory measure for each unit served by the same water heater.
- 3) If the required minimum number of weatherization measures cannot be installed due to the deferral of measures, then the entire unit shall be deferred and the dwelling ineligibility documented in the client file.
- 4) Repair of large leaks identified by blower door testing may reduce shell leakage so close to the Minimum Ventilation Requirement (MVR) that caulking and/or weatherstripping are not feasible, thus reducing the number of feasible Mandatory Measures to fewer than needed to qualify the dwelling for weatherization. In this case, Contractor may substitute noninfiltration reduction Optional Measures as needed for the nonfeasible caulking and/or weatherstripping measures.

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- 5) The minimum number of weatherization measures may be leveraged with other weatherization programs. All leveraged measures used to fulfill the minimum number of required weatherization measures shall meet CSD installation standards.

D. Dwelling Assessments

- 1) Contractor shall inspect the dwelling of each eligible applicant to determine if the unit is structurally sound and not in need of extensive repairs.
- 2) Contractor shall determine whether the dwelling meets the criteria for a Historic Preservation Review pursuant to subdivision D.6) a.iv.
- 3) Contractor shall ensure that all dwelling assessments are performed by trained individuals possessing all the required skill and training as specified in Section 11., TRAINING REQUIREMENTS, of this Exhibit. In addition, Assessors must complete all required online based training courses to include: Environmental Hazard, Lead Safe Weatherization, and Worksite Safety.
- 4) Contractor shall ensure job separation between staff performing dwelling assessments and the crew personnel responsible for performing the actual installation of weatherization measures. Assessors may not install weatherization measures in the same dwelling where the assessor performed the assessment for weatherization services. Exemptions to this requirement may be granted for agencies where it is economically challenging and/or operationally impractical to achieve the desired job separation between weatherization field staff. In order to receive an exemption, Contractor must submit a written request to CSD for review and approval.
- 5) Contractor shall provide written documentation or notification to the owner-occupant and the owner of a rental unit or owner's agent and inform the tenant of the following:
 - a. Any significant structural and engineering changes required to complete the weatherization work before the specified work commences; and
 - b. Confirmation of the work completed.
- 6) Dwelling Assessment Performance
 - a. Dwelling assessments shall include the following required activities:

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- i. The visual assessment of the eligible dwelling to identify safety and structural hazards conditions present within the dwelling that may limit ability to perform any or all of the required weatherization services in accordance with CSD weatherization guidelines and terms of this Agreement. Assessor shall disclose all noted safety and structural hazard conditions to the property owner and tenant, where applicable.
 - ii. The visual inspection and pre-CAS diagnostic testing of all combustion appliances as to identify the presence of combustion appliance safety conditions within the occupied living space and requiring immediate attention, and the offering of prescribed list of health and safety measures needed to remedy noted conditions.
 - iii. The visual inspection of dwelling to identify any structural deficiencies and/or barriers inhibiting the ability for required pressurized diagnostics to occur. Assessor shall also inform client of the various types of diagnostic testing to be performed within the dwelling, including the general nature and benefits of each form of required diagnostic testing.
 - iv. Contractor shall determine whether the dwelling meets the criteria for a Historic Preservation Review pursuant to subdivision D.6) b. below.
- b. Historic Preservation Review of Dwellings
- i. To ensure compliance with Section 106 of the National Historic Preservation Act (16 U.S.C. 470), CSD will establish appropriate procedures for historic property review standards as outlined by a Programmatic Agreement with the State Historic Preservation Office. The established review standards will be utilized for weatherization activities conducted under the LIHEAP on dwellings that are 45 years or older. For purposes of this Agreement, the historic review shall be known as the Historic Preservation Review.
 - ii. Contractor shall ensure that a Historic Preservation review is completed on a dwelling that is either: (1) 45 years or older, (2) located within a historic district, or (3) considered

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to be of exceptional importance under the National Register Criteria for Evaluation pursuant to 36 CFR 60.4.

- iii. When a dwelling assessment is performed and the dwelling is determined to meet any of the criteria specified in Subdivision ii., Contractor shall initiate the Historic Preservation Review process as specified in CSD Historic Preservation Review Policy incorporated by reference to this Agreement and available on the CSD Providers' website at <https://providers.csd.ca.gov>.

c. Combustion Appliance Safety (CAS) Tests

- i. The completion of the entire combustion appliance safety (CAS) test is required on all dwellings with combustion appliances.
- ii. If it is determined during the CAS test that the dwelling unit contains a condition that is hazardous to the occupants, proper steps must be taken to alleviate the hazard. In these cases, infiltration reduction measures may not be installed until the hazard has been corrected; however, Contractor may install non-infiltration reduction measures.

d. If the dwelling unit is not eligible because of the need for extensive repair, the unit shall not be serviced and the applicant should be referred to the local Housing and Community Development Department, U.S. Farmers Home Administration Housing Loan Program, or other similar organizations or programs.

- i. Documentation of such ineligibility due to the need for extensive repairs shall be recorded on the CSD Weatherization Deferral (CSD 542).
- ii. If the applicant can obtain the necessary repairs to make the dwelling unit eligible for weatherization services, weatherization activities may be accomplished following the repair work.

- 7) Contractor shall ensure the health and safety of weatherization personnel in carrying out activities funded under this Agreement. In the event the weatherization of a dwelling threatens the general health and safety of weatherization personnel, Contractor shall take measures to ensure the safety of the personnel and thoroughly document the incident(s) utilizing the CSD Weatherization Deferral (CSD 542). The deferral form does not

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need to be signed by the client where weatherization personnel construe the client or occupants of the dwelling to be threatening and hostile.

E. Diagnostic Testing

- 1) Contractor shall perform the blower door diagnostic testing only for shell sealing purposes on a minimum of twenty percent (20%) of the total SFD (1 to 4 units) including mobile homes, and a minimum of five percent (5%) of MUD (5 or more units) weatherized under this Agreement. Blower door diagnostic testing shall be proportionate to the number of completed units for each quarterly period.
- 2) Following a determination that no combustion byproduct hazards exist, Contractor shall perform pressure diagnostic guided infiltration reduction using a preweatherization blower door test.
- 3) Duct Blaster diagnostic testing shall be required on all dwellings with forced-air systems.
- 4) Contractor shall ensure that all dwelling diagnostic tests are performed by trained individuals possessing all the required skill and training as specified in Section 11., TRAINING REQUIREMENTS, of this Exhibit.
- 5) If an unvented space heater is being utilized, infiltration reduction measures shall not be applied unless venting is installed or the unit is replaced.

F. Health and Safety Measures

- 1) Prior to the performance of any heating/cooling service, a qualified technician must perform a diagnostic inspection of the primary heating/cooling appliance to assess operational performance. If the inspection discloses a problem related to the appliance's operational performance, the technician or an HVAC contractor will need to isolate the specific problem and determine the estimated cost to repair the defective unit before deciding whether or not to repair or replace the defective unit.
- 2) Contractor is authorized to mitigate health and safety hazards generated by combustion appliances, preserve or improve indoor air quality, and address knob-and-tube wiring. In addition to all provisions in this Agreement regarding Health and Safety Measures, Contractor must adhere to the Health and Safety Appliance Replacement Policy, to seek reimbursement for replacing specified appliances. The Health and Safety Appliance Replacement Policy is hereby incorporated by reference to this

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Agreement and available on the CSD Providers' website at <https://providers.csd.ca.gov>.

- 3) Health or Safety Hazard Repair or Replacement, Carbon Monoxide/Alarm, and Mandatory Insulation measures must be installed in priority order. Other Mandatory measures must be installed before optional measures, and no measure shall be excluded, unless the:
 - a. Blower door and/or pressurized duct diagnostic test indicates that installation of the measure is not necessary;
 - b. Dwelling already has that measure in place;
 - c. Measure cannot be properly installed;
 - d. Client refuses installation (client refusal is to be documented and placed in file);
 - e. Maximum dollar limit is reached; or
 - f. Measure is not needed or required.
- 4) After Health and Safety Measures have been addressed, Insulation Measures, if feasible, must be installed prior to the installation of any other Mandatory and Optional Measures. Non-Mandatory Measures including Infiltration Reduction, General Heat Waste, and Electric Base Load Measures need not be installed in priority order.
- 5) If a health or safety hazard is found to exist that requires replacing or repairing a combustion appliance, the cost of which will preclude the installation of the required number of Mandatory Measures for a unit to be weatherized, the dwelling may qualify for weatherization under the following conditions:
 - a. The combustion appliance is repaired or replaced; and
 - b. All remaining feasible Mandatory Measures are installed up to the maximum dollar limit.
- 6) If the dollar limit has not been reached in installing feasible Mandatory measures, Contractor may install optional measures.
- 7) Health and Safety Measures
 - a. The following health and safety guidelines are applicable to heating and cooling appliance services delivered through the

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LIHEAP Weatherization component and are restricted to occupied SFD and/or MUD units:

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

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iv. The age of a heating/cooling appliance shall not be used as a basis for replacement.

- c. Prior to the performance of any heating/cooling appliance service, a qualified technician must perform a diagnostic inspection of the primary heating/cooling appliance to assess operational performance. If the inspection discloses a problem related to the appliance's operational performance, the technician or an HVAC contractor will need to isolate the specific problem and determine the estimated cost to repair the defective unit before deciding whether or not to repair or replace the defective unit.
- d. Contractor shall repair a defective primary heating appliance when the cost to assess and repair is estimated at less than fifty percent (50%) of the cost of installing a new replacement unit.
- e. If during the course of repairing the defective unit additional problems are found that would increase the cost of repairs to more than the allowable limit for repair costs, the unit may be replaced.
- f. When replacement of a defective primary heating/cooling appliance is performed, Contractor shall perform necessary duct repair and/or replacement services in order to conform to Title 24 requirements.

G. Energy Audit Requirements

- 1) Contractor may install optional energy efficiency upgrade measures after conducting a REM/Design energy audit, or Targeted Retrofit Energy Analysis Tool (TREAT), as applicable.
 - a. Contractor shall install those feasible energy efficiency upgrade measures shown by the energy audit to have a savings-to-investment ration (SIR) of 1.0 or greater.
 - b. Contractor shall install measures with higher SIRs before or instead of measures with lower SIRs.
- 2) Energy audits shall be conducted as specified in the CSDE Measure Installation Policies and Procedures incorporated by reference to this Agreement and available on the CSD Providers' website at <http://providers.csd.ca.gov>.
 - a. REM/Design energy audit tool may be applied to single-family dwellings, mobile homes, and multi-unit dwellings containing

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twenty-four (24) or fewer dwelling units where each unit is independently heated and cooled and has its own domestic hot water heater.

- b. Targeted Retrofit Energy Analysis Tool (TREAT) may be applied to all multi-unit dwellings except for those multi-unit dwellings that are qualified to use REM/Design.

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

A. Purpose of ECIP Funds

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

- 1) A natural disaster (whether or not officially declared),
- 2) A significant home energy supply shortage or disruption,
- 3) An official declaration of a significant increase in:
 - a. Home energy costs,
 - b. Home energy disconnections,
 - c. Enrollment in public benefit programs, or
 - d. Unemployment and layoffs, or
- 4) An official emergency declaration by the Secretary of Health and Human Services.
- 5) In those situations where there is not an official federal, state, or local declaration of emergency, i.e., an undeclared natural disaster or a significant home energy supply shortage or disruption that affects a low-income individual, an emergency will be deemed to exist by CSD where there is imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

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B. Capacity and Responsibility to Provide Emergency Assistance

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

C. ECIP Fast Track and WPO

- 1) ECIP Fast Track and WPO Services shall be provided in accordance with the AGENCY PRIORITY PLAN, WEATHERIZATION AND ECIP-EHCS in Exhibit H.
- 2) Applicant Eligibility
 - a. Assistance shall be available only to households with incomes that do not exceed an amount equal to sixty percent (60%) of the State median income.
 - b. Income verification must be for one month and current within six (6) weeks of the application intake date or an annual award letter. For acceptable types of documentation, refer to the LIHEAP Eligibility and Verification Guide. Contractor shall maintain appropriate documents in each applicant's file.
 - c. Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for (WPO) to determine the client's energy burden.
 - d. Conditions for ECIP services must meet the criteria for an emergency as defined in 42 USC §8622 (1), ECIP Policy and Procedures and EXHIBIT G, DEFINITIONS.

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e. ECIP Fast Track Utility Assistance

- i. The applicant must receive energy services and be billed directly by one of the following energy providers: a utility company (-ies) and/or a mobile home park that owns its own power source(s) or a submetering billing service with the statutory authority to shut off utility services.
- ii. An emergency energy-related crisis does not exist if the cost of energy is included in the applicant's rent, in which case ECIP Fast Track payment(s) shall not be made.

f. In addition to the applicant eligibility criteria listed above, services for ECIP Fast Track and ECIP WPO must meet at least one of the following criteria pursuant to Government Code §16367.5 (e):

- i. Proof of utility shutoff notice;
- ii. Proof of energy termination;
- iii. Insufficient funds to establish a new energy account;
- iv. Insufficient funds to pay a delinquent utility bill; or
- v. Insufficient funds to pay for essential firewood, oil, or propane.

3) ECIP Fast Track Benefit Determination

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

- a. Contractor shall ensure that the total ECIP Fast Track benefit amount (ECIP Fast Track base amount plus supplemental benefit amount) is limited to and does not exceed the total amount due (at the time of intake) to the utility company in energy charges, reconnection fees, and other assessed utility fees/surcharges to alleviate the crisis situation.
- b. When only issuing a ECIP Fast Track base benefit amount (no supplemental payment), Contractor may exceed the total amount due to the utility company in energy charges, reconnection fees, delinquent utility bill establishing arrearages and/or past due

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balances, and other assessed utility fees/surcharges to alleviate the crisis situation.

- c. Contractor shall ensure that the maximum total ECIP Fast Track benefit amount (ECIP Fast Track plus supplemental benefit amount) does not exceed \$1,000. If Contractor uses program income to provide a supplemental ECIP Fast Track payment, the total payment cannot exceed \$1,000.
- d. Contractor shall provide full justification by documenting the client file(s) to include the amount of charges and verification by the utility company.
- e. Contractor shall review, check for duplicates, and approve applications in accordance with Contractor's approved AGENCY PRIORITY PLAN WEATHERIZATION AND ECIP-EHCS in Exhibit H and the current LIHEAP Eligibility and Verification Guide.

4) ECIP Fast Track/WPO Payment Guidelines

- a. Eligible households may receive only one ECIP Fast Track/WPO, or HEAP/WPO payment per program year; however, Contractor can use program income to provide a supplemental ECIP Fast Track/WPO or HEAP/WPO for clients experiencing an extenuating circumstance. In addition to receiving one ECIP (Fast Track/WPO) or HEAP/WPO payment, eligible households may receive ECIP EHCS services and/or other weatherization services, if needed.
- b. Contractor shall ensure that the maximum total ECIP WPO benefit does not exceed \$1,000. If Contractor uses program income to provide a supplemental ECIP WPO payment, the total payment cannot exceed \$1,000.
- c. Contractor must exercise due care to ensure that duplication of ECIP Fast Track/WPO or HEAP/WPO payments does not occur at any time during the term of this Agreement.
- d. Once applicants meet the eligibility and prioritization criteria and funds are available, Contractor shall:
 - i. Not later than 48 hours after a household is determined to be eligible for ECIP, provide assistance in the form of a payment guarantee to the appropriate gas or electric vendor or a WPO payment that will resolve the energy crisis.

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

5) ECIP WPO Payment Guidelines Specific

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

D. ECIP Emergency Heating and Cooling Services (EHCS)

1) Applicant Eligibility

Eligibility of the applicant shall meet all requirements for eligibility as described in the Weatherization Activity Guidelines specified in Section 6. of this Exhibit.

2) Dwelling Eligibility

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Eligibility of the dwelling shall meet all requirements for eligibility as described in the Weatherization Activity Guidelines specified in Section 6. of this Exhibit.

3) Dwelling Assessments

- a. Assessment of the dwelling shall meet all requirements as described in the Weatherization Activity Guidelines specified in Section 6. of this Exhibit.
- b. Work crews of Contractor who are only performing heating and cooling services shall not be required to perform the entire CAS test and may limit the testing to only the heating and cooling appliances to be repaired or replaced.

4) Allowable Services

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

- a. The applicant is income eligible and is able to submit the required documentation to complete the eligibility of the dwelling;
- b. The applicant has insufficient funds to pay the cost of repairing or replacing an eligible heating or cooling appliance or for a new heating or cooling appliance;
- c. The appliance condition meets one of the appliance repair/replacement criteria as defined in the ECIP Policies and Procedures; and
- d. The services to mitigate and completely resolve the emergency and satisfy the relevant emergency assistance meet the timeframes as defined in the ECIP Policies and Procedures.

E. Natural Disasters

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

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- 3) The occupant shall be certified as currently eligible and a dwelling assessment shall be performed.

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

- A. The Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy was developed by CSD to facilitate the delivery of allowable LIHEAP services, including utility assistance and weatherization, during a bona fide emergency. The policy includes guidelines and other criteria which, if followed, will authorize the Contractor to expend LIHEAP funds to respond to eligible beneficiaries impacted by the emergency. The SWEATS Policy is incorporated by reference to this Agreement and is available on the CSD Providers' website at <https://providers.csd.ca.gov>.
- B. The activation of SWEATS services is at CSD's sole discretion and will be time-limited according to CSD's official notification. In the event a bona fide emergency occurs during CSD non-business hours, Contractor at its discretion may elect to activate the terms and conditions of SWEATS. The local activation of SWEATS will remain in effect until CSD's next official business day.
- C. Eligible households may receive the following SWEATS emergency services:
 - 1) Utility Assistance
 - 2) Temporary Shelter, Coats, and Blankets
 - 3) Transportation Services
 - 4) Portable Heating and Cooling Appliances and Generators
- D. For Applicant Eligibility, Service Provisions, Reimbursements, Reporting, and Record-keeping requirements, refer to the SWEATS Policy.

9. PROGRAM STANDARDS AND REGULATORY REQUIREMENTS

- A. Program Standards
 - 1) Contractor shall adhere to all CSD program standards pursuant to the following documents which have been incorporated by reference and made part of this Agreement as if attached hereto:
 - a. CSD Low-Income Weatherization Assistance Program Policies;

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- b. CSD Weatherization Installation Standards (WIS);
 - c. CSD Inspection Policies and Procedures;
 - d. CSD LIHEAP/DOE Program Health and Safety Appliance Replacement Policy;
 - e. ECIP Policy and Procedures;
 - f. CSD Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy; and
 - g. Official State and Federal Program Notices and Guidance Documents
- 2) In the event of disagreement between policies and field protocols contained within the Weatherization Installation Standard Manual and/or the Weatherization Policies and Procedures and this Agreement, Contractor shall abide by the terms of this Agreement.

B. Regulations

- 1) Standards contained in the Uniform Building Code and local city and county codes shall take precedence over the CSD WIS if the code requirement is not included in the manual and/or is more stringent.
- 2) All applicable dwellings shall be in compliance with California Energy Commission 2008 Building Energy Efficiency Standards, Alterations under Title 24, Part 6, of the California Code of Regulations, California Home Energy Rating System (HERS) Program regulations.
- 3) Services provided to all applicable pre-1978 dwellings shall be in compliance with the Environmental Protection Agency rules in 40 CFR 745, Lead-Based Paint Poisoning Prevention in Certain Residential Structures and the Housing and Urban Development rules in 24 CFR 35, Lead-Based Paint Poisoning Prevention in Certain Residential Structures.
- 4) All materials procured for weatherization and ECIP EHCS purposes shall be in conformance with the Department of Housing and Human Services rules in 45 CFR Part 92, Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Tribal Government or 45 CFR Part 74, Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Nonprofit Organizations, and Commercial Organizations.

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- 5) All materials must be in compliance with Department of Energy rules in 10 CFR 440, Appendix A.

C. Title 24

- 1) Contractor shall, when required by its local jurisdiction, obtain a building permit when additions or alterations of existing residential buildings are performed or when a component, system, or equipment of an existing building breaks and cannot be repaired.
- 2) Title 24 requirements are applicable only to energy conservation measures installed to dwelling located within Contractor's specific California Energy Commission (CEC) Climate Zone. For a listing of the CEC climate zones, refer to the CSD Providers' website at <https://providers.csd.ca.gov>.
- 3) Contractor shall obtain the services of a qualified HERS Program Rater when required to perform required field verification and diagnostic testing on applicable weatherization measures and building alterations performed under this Agreement.
- 4) Contractor shall obtain the services of a certified HERS Rater to perform the required field verification and diagnostic testing. The HERS Rater shall be an independent entity from the builder or subcontractor performing the building alteration and/or energy-efficiency improvement being tested and verified and shall have no financial interest in the work performed.

D. Pre-1978 Dwellings

- 1) Lead-based paint is presumed to be present in all pre-1978 units unless the dwelling unit has previously been certified by a California Certified Inspector/Risk Assessor to be lead-free.
- 2) HUD units not previously certified to be lead free, built prior to 1978, and receiving weatherization services in which painted surfaces exceeding di minimis levels are disturbed require the successful achievement of lead-safe standards after the completion of weatherization services. Contractor shall assure that a third-party California Certified Inspector/Risk Assessor performs the clearance inspection after the completion of weatherization services and that the Assessor deems the weatherized HUD unit as lead-safe.
- 4) Contractor shall document notification to tenants of multi-unit housing of weatherization and/or renovation activities in common areas using the Notice of Weatherization/Renovation (CSD 320) or Contractor's

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equivalent and Record of Tenant Notification Procedures (CSD 322) or Contractor's equivalent.

10. QUALITY ASSURANCE

A. Certification

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

B. Post-Weatherization Inspections

- 1) Contractor shall perform Post-Weatherization Inspections on one-hundred percent (100%) of the total weatherized dwellings under this Agreement. Weatherization jobs where measures installed are limited to Compact Fluorescent Lights (CFL), water measures and alarms are exempt from receiving a post-inspection.
- 2) If Contractor is unable to perform a post-inspection, Contractor must demonstrate that a reasonable attempt was made to schedule or perform the post inspection. Attempts must be fully documented on the CSD Post Weatherization Inspection (CSD 611) and maintained in the client file. The following shall constitute a reasonable effort:
 - a. One phone call attempt plus one correspondence to client stating an attempt was made to inspect and offering client to reschedule; or
 - b. One missed appointment or a client refusal plus one correspondence stating an attempt was made to inspect and offering client to reschedule.
- 3) Contractor shall not report a weatherized dwelling as complete nor shall Contractor request reimbursement for a weatherized dwelling until all weatherization measures identified during the dwelling assessment have been installed, including post-weatherization inspections or an explanation has been provided to explain why a measure has not been installed or a post-inspection cannot be completed after a reasonable effort has been made.
- 4) Post-Weatherization inspections shall be conducted for the purpose of assessing the quality and completeness of performed weatherization

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services and compliance with CSD weatherization guidelines. At a minimum, the post-inspection shall:

- a) Review the Dwelling Assessment and Weatherization Building Assessment and Job Checklist (CSD 540) to ensure that all feasible weatherization measures identified during the assessment were installed.
 - b) In the event weatherization crews identified and performed additional weatherization measure installations not disclosed during the dwelling assessment, then the Inspector shall ensure that these measures conform to CSD weatherization guidelines and are notated on the Weatherization Building Assessment and Job Checklist.
 - c) Verify that all measures were completely installed in accordance with said terms and conditions of this Agreement. In addition, installed measures shall be reviewed to determine the absence of any feasible Mandatory Measure not installed and the installation of a measure (non-feasible measure) that may not be in compliance with said standards and the terms and conditions of this Agreement and/or any health and safety hazards.
 - d) Verification that the unit received blower door, and duct leakage testing, as applicable;
 - e) Verification that required CAS testing of eligible combustion appliances was performed and inspection of combustion appliances to verify the safe operating condition of combustion appliances within the dwelling residence; and
 - f) Inspection of the unit dwelling to ensure that all identified health and safety hazards, whether preexisting or resulting from the performance of weatherization services, have been successfully remedied.
- 5) Contractor shall ensure that Post-Weatherization Inspections are performed by trained staff successfully completing all required training as specified in Section 11., TRAINING REQUIREMENTS.
 - 6) Contractor's shall ensure job separation between staff performing post-weatherization inspection activities and weatherization crew personnel performing the physical installation and performance of weatherization measure services funded under this Agreement. Exemptions to this requirement may be granted for agencies where it is economically challenging and/or operationally impractical to achieve the desired job

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separation between weatherization field staff. In order to receive an exemption, Contractor must submit a written request to CSD for review and approval. Contractor may have the same staff perform unit dwelling assessment and post-inspection activities.

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

C. Third-Party Inspections

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

D. Noncompliance

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

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confirms the resolution with CSD and the designated Inspection Contractor. The sanction will apply to all subsequent fiscal reimbursement requests of the primary funding source in question.

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

11. TRAINING REQUIREMENTS

- A. All training, as indicated by employee classification in ATTACHMENT I to this Exhibit shall be provided through a CSD-approved training mechanism utilizing CSD-approved training curricula. In-house training shall no longer be an acceptable form of training to meet any CSD training requirements for weatherization services with the exception of EPA or HUD-approved Lead-Safe Weatherization Training or unless otherwise noted. Training coursework must be successfully completed according to the terms of each course. Certificates of

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completion shall be issued by the CSD-approved training entity upon successful completion of each course, unless where noted below.

B. Training Provisions for New Staff of Contractor and Subcontractors with Prior Experience Providing Weatherization services under a CSD Program:

- 1) For the purposes of this section, subcontractors must have prior experience providing basic weatherization services pursuant to a CSD program. Subcontractors who do not have prior basic weatherization experience pursuant to a CSD program must follow the training provisions in SECTION 11.D. of this Exhibit.
- 2) Within 30 days of employment, weatherization employees of Contractor and subcontractors shall receive Worksite Safety, Environmental Hazards Awareness and Lead-Safe Weatherization Training. An Assessor, Energy Auditor, Worker, Supervisor, or Inspector shall not be allowed to enter, assess, conduct an audit on, weatherize, or inspect a dwelling unit until the required Worksite Safety, Environmental Hazards Awareness and Lead-Safe Weatherization Training has been completed.
- 3) Within 90 days of employment, all weatherization employees of Contractor and subcontractors shall receive Basic Weatherization Training.
- 4) Within 180 days of employment, weatherization employees of Contractor and subcontractors shall receive Duct Leakage/Blower Door Diagnostic Training. No employee of Contractor and subcontractor shall perform diagnostic testing without having completed the required training.
 - a. Subsequent to successful completion of the Duct Leakage/Blower Door Diagnostic Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee knowledge and skill in this area of diagnostic testing.
 - b. Contractor and subcontract employees failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient skill and knowledge and will be prohibited from performing this activity until the completion of required training.
- 5) Within 180 days of employment, weatherization employees of Contractor and subcontractors shall receive Combustion Appliance Safety Training. No employee of Contractor and subcontractors shall perform combustion

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appliance safety checks without having completed the required CSD-approved training.

- a. Subsequent to successful completion of Combustion Appliance Safety Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee skill and knowledge in performing Combustion Appliance Testing.
 - b. Contractor and subcontractor employees failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient skill and knowledge and will be prohibited from performing this activity until the completion of required training.
- 6) Within 180 days of employment, weatherization employees of Contractor and subcontractors who perform Assessments and/or Field Supervision shall receive Field Assessment Training. No employee of Contractor and subcontractors shall perform assessments without having completed the required training. Certificates of Completion shall be issued following completion of the second phase ("field portion") of the training.
 - a. Subsequent to successful completion of Field Assessment Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee skill and knowledge in performing Assessments and/or Field Supervision.
 - b. Contractor and subcontractor employees failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient skill and knowledge and will be prohibited from performing this activity until the completion of required training.
- 7) Within 180 days of employment, weatherization employees of Contractor and subcontractors who perform Quality Assurance Inspections and/or Field Supervision shall receive Quality Assurance/Inspector Training. No employee of Contractor and subcontractor shall perform inspections without having completed the required training.
 - a. Subsequent to successful completion of Quality Assurance/Inspector Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training

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provider to further evaluate employee skill and knowledge in Quality Assurance Inspections and/or Field Supervision.

- b. Contractor and subcontractor employees failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient skill and knowledge and will be prohibited from performing this activity until the completion of required training.
- 8) Within 180 days of employment, weatherization employees of Contractor and subcontractors who perform assessments and/or field supervision shall receive Field Assessment Training. No employee of Contractor and subcontractors shall perform assessments without having completed the required training.
- 9) Within 180 days of employment, weatherization employees of Contractor and subcontractors who perform inspections and/or field supervision shall receive Quality Assurance/Inspector Training. No employee of Contractor and subcontractor shall perform inspections without having completed the required training.
- C. Subcontractors who have never provided basic weatherization services pursuant to a CSD program are required to have all staff complete the entire required course of training, relative to their job classification, as detailed in ATTACHMENT I to this Exhibit, prior to commencing unit production work.
- D. Training Provisions for Staff of Subcontractors Who Provide Specialty Services

All field employees of subcontractors who perform the of HVAC work for a Contractor are strongly encouraged to receive the required CSD-approved training. If the subcontractor does not receive the training, it shall be the responsibility of the Contractor to perform all pre-and post-combustion appliance safety diagnostic testing for all HVAC services performed by subcontractors.
- E. For weatherization services performed on HUD units, all work crews of Contractor and subcontractors who perform basic weatherization or specialty services are required to be trained in HUD-approved Lead-Safe Weatherization, although certification is not required. No employee of Contractor and subcontractors shall perform work in a pre-1978 HUD dwelling until the required training has been received. Although a crew supervisor can be certified as a HUD Lead Abatement Supervisor or Worker, it is not a substitute for the requirement of trained work crews.
- F. EPA Lead Renovator training is required per the EPA for all Contractors and subcontractors performing work on pre-1978 homes, where the work could potentially disturb lead-based paint.

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For weatherization services performed on pre-1978 units, all work crews of Contractor and subcontractors who provide basic weatherization or specialty services are required to be trained in EPA-approved Lead Renovator practices, and firm certification is required. No employee of Contractor and/or subcontractors shall perform such work on a pre-1978 dwelling until the required training has been received.

G. Contractor shall maintain and make available for reference to Contractor's employees and subcontractors who perform weatherization and ECIP EHCS services the following:

- 1) Current CSD Weatherization Installation Standards;
- 2) CSD Low-Income Weatherization Assistance Program Policies;
- 3) Other applicable policies and procedures; and
- 4) Official State and Federal Program Notices.

H. OSHA-10 is required for all crews, and OSHA-30 is required for all agency supervisors who are regularly on-site and monitor for field safety.

12. CONTRACTOR LICENSING

Contractors that are nonprofit organizations and are performing weatherization activities under this Agreement shall comply with the following licensing requirements:

- A. Possess and maintain an active Class "B" General Building Contractor license, issued by the Contractors' State License Board (CSLB) in the name of the agency/qualifying individual;
- B. Fulfill the requirements of, and receive certification pursuant to the Toxic Substances Control Act (TSCA), Section 402;
- C. Notify CSD when any changes in licensing occur; and
- D. Possess all applicable licenses as required by the CSLB to carry out the installation and/or repairs of Central HVAC Systems, Furnaces, and Boilers.

13. SPECIAL LICENSING - WEATHERIZATION

Special licensing may also be required for the installation and/or repair of Evaporative Cooler, Cook Top and Range, Vented Space Heater, Air Conditioning, and Gas and Electric Water Heaters, if two or more weatherization measures are not installed in a

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single unit. Electrical wiring upgrade/replacement and knob and tube wiring certification will always require a C-10 license.

14. EPA CERTIFICATIONS

- A. All Contractors shall be certified as an EPA Certified Firm in accordance with EPA's Regulation on Residential Property Renovations requirements (40 CFR 745). Contractors who subcontract all of their weatherization and ECIP EHCS services are exempt from being certified as a firm.
- B. Contractors shall have at least one certified renovator on staff who is trained by EPA-approved training providers. Contractors who subcontract all of their weatherization and ECIP EHCS services shall have at least one EPA Certified Renovator on staff for subcontractor oversight purposes.
- C. Contractors shall ensure that all subcontractors whose work potentially disturbs lead paint are EPA Certified Firms and have EPA Certified Renovators on staff.
- D. Any Contractor or subcontractor (basic and specialty, if applicable) without an EPA Certified Firm certificate on file with CSD will not be allowed to work in the Renovator capacity on pre-1978 buildings.
- E. Any EPA Certified Renovator for a Contractor and subcontractor (basic and specialty, if applicable) without certifications on file with CSD will not be allowed to work in the capacity of a Renovator on pre-1978 buildings.

15. LEVERAGING ACTIVITIES

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

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

16. RECORD-KEEPING RESPONSIBILITIES

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

C. All Client Files – General Requirements

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

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

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

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

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

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

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

- 1) CSD Dwelling Assessment (CSD 540) or Contractor's equivalent;
- 2) Combustion Appliance Safety Inspection (CASIF) (CSD 700 or CSD 702);
- 3) Blower Door Data Sheet (CSD 704);
- 4) Duct Test Data Sheet (CSD 706);
- 5) CSD Weatherization Deferral (CSD 542) and other source documentation supporting deferrals and appeals;
- 6) Notice of Weatherization/Renovation (CSD 320) or Contractor's equivalent;
- 7) ECIP EHCS Assessment (CSD 57);
- 8) Record of Tenant Notification Procedures (CSD 322) or Contractor's equivalent;
- 9) Energy Service Agreement for Rental Units (CSD 515) or Contractor's equivalent;
- 10) Service Agreement for Unoccupied Multi-Unit Dwelling, (CSD 515d) or Contractor's equivalent;
- 11) Contractor Post Weatherization Inspection Report (CSD 611);
- 12) Weatherization Inspection Report (WIR) (CSD 581);

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- 13) Multi-Unit Dwelling Unit Eligibility Certification (CSD 75P) or Contractor's equivalent;
- 14) Required building permits or building permit applications, or documentation of permit cost; and a copy of the final permit with appropriate signatures;
- 15) Copy of lead clearance inspection by a California Certified Inspector/Risk Assessor for applicable pre-1978 HUD units;
- 16) Waivers from CSD to exceed maximum costs of weatherization measures;
- 17) Source documentation that substantiates all actual labor hours and all costs for labor and materials;
- 18) Source documentation of weatherization measures installed and leveraged with other CSD and non-CSD weatherization program funds;
- 19) Source documentation that substantiates the criteria and basis for replacement of all gas and electric appliances including results of all required diagnostic tests results and the nonfeasibility of all mandatory measures not performed or installed;
- 20) Source documentation indicating the manufacturer, manufacture date, make, and model and metering information for all refrigerator replacements;
- 21) Source documentation and records substantiating mileage claims by individual weatherized SFD and MUD Unit;
- 22) Source documentation substantiating the referral to CSD or non-CSD weatherization programs for units receiving ECIP EHCS services;
- 23) Source documentation of HERS inspection;
- 24) Source documentation providing evidence that the client receiving disaster-related services was a victim of a natural disaster;
- 25) All HPO review documentation, including the printed Project Description sheet (PDS) and HPO site e-mails;
- 26) Photographic documentation as required by WIS; and
- 27) Building File Report (BFR) and Improvement Analysis Report (IAR) in each client file and maintenance of electronic audit file.

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

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

G. Weatherization and ECIP EHCS Specific

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

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2) Training

Contractor and subcontractors who perform weatherization and ECIP EHCS services are required to input, update, and maintain employee training data in the CSD Training Database. The Training Database is located and maintained on the CSD Provider's website and is a repository for Contractor and their subcontractors to track and monitor their employees' completed trainings as they progress through the CSD training curriculum. The Training Database shall also document all training received for each employee and shall include for each training session/course the source/location, type/content, and completion date. Contractors and subcontractor shall update the Training Database employee information on or before the first (1st) day of each subsequent month.

3) Equipment

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

H. Automation

- 1) Contractor shall use an automated application system, such as EPD System or equivalent software, capable of supporting LIHEAP's (Weatherization, ECIP EHCS, ECIP WPO, and HEAP WPO) data collection, reporting requirements, and client data transmission to CSD. No database transfer will be accepted prior to the completion of successful data file transfer testing to CSD. Contractor shall submit the data in accordance with CSD's detailed data record layout found at <https://providers.csd.ca.gov>. Contractor shall exercise best practice and perform a daily backup of all client data/application systems that capture LIHEAP service detail. Contractor shall assure that adequate files are maintained as required in Section 16. of this Exhibit.

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- 2) Contractor shall also be responsible for monitoring the CLASS online reports and for resolving payment issue(s) related to the delivery of benefits. The Agency Allocations/System Maintenance screen shall display historical and current detail level of program allocation information, summarizing agency's annual program allocation, expenditures, and returned benefits eligible for reissuance, if any. The Variance Report shall display the detail level of benefit information whereby the eligible benefit amount differs from the paid benefit amount. For resolution of partial credit returns, Contractor shall be responsible for following up with the client to resolve payment issue(s) and for providing the State with the necessary information to reissue benefit(s). For full credit returns and warrant redeposits, Contractor shall be responsible for resolving and updating client data in CLASS to reissue benefit(s).
- 3) Utilizing reporting options available within the CLASS On-Line System, Contractor shall be responsible for generating HEAP and ECIP (FastTrack) reports to attain data specific to the following: rejected records, intake data, client and payment status, expenditures and current allocation balance, returned benefits, summarized county energy costs and burden, and a year-to-date goal status.

17. ATTACHMENT TO THE CONTRACT

The following document is hereby attached to this Exhibit.

- A. ATTACHMENT I Training Requirements Matrix

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ATTACHMENT I**Training Requirements Matrix (12/28/12)**

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
OSHA 10	X				Qualified Trainer
OSHA 30				X	Qualified Trainer

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.

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DEFINITIONS

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

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, 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.

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

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Energy Efficiency Standards and that dictate the energy conservation measures that must be installed in a weatherized dwelling, as required by law.

Certification Date: The date the applicant is deemed eligible and the agency commits to provide services. The certification date should not be before the intake date.

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.

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

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CORE: Combined Output Reporting Engine (CORE) System: Software used by CSD's local service providers to submit Utility Assistance, Wood, Propane, and Oil transaction records for validation and further processing.

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

Created On Date: The date the application/record is transferred into CORE. This date is automatically generated by CORE when a record is uploaded.

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 minimus level would be six (6) square feet and would exceed the maximum allowance for interior surfaces and the unit would be subject to HUD Regulation.

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, disposal fees, permits, lead-safe weatherization materials, Historic Preservation Review activities, and travel.

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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.

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 and torchiere fluorescent lamps, microwave ovens, refrigerator replacements, and electric water heater timers.

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
 - 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

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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.

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: air conditioning and furnace filter replacements, shade screens, shutters, 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

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thermocouples, adjustment of refrigerant charge, filter replacements, or other component repairs or replacements necessary for safe and efficient operation.

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. These measures include CO alarms, smoke alarms, heating/cooling and water heater repairs and replacements, lead-safe weatherization and kitchen cooking appliance 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.

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. These measures include caulking, cover plate gaskets, door repairs and replacements, minor envelope repair, and evaporative cooler or air conditioning vent covers.

Intake Date: The date the agency receives or accepts the application.

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.

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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.

Limited Home Repair (LHR): Those repairs that have a direct association with weatherization measures being installed, and are necessary for the effective performance or preservation of weatherization materials. LHR shall include:

- a. Kitchen cabinet repairs and retrofits that are associated with the replacement of a range, cook top, or pre-existing microwave oven. No other cabinet repair or retrofit shall be allowed without a program waiver.
- b. Repairs necessary to restore building integrity, and limited to the following repairs:
 - i. Floor/platform repair for water heaters;
 - ii. Cover plate replacement;
 - iii. Minor roof repairs and materials;
 - iv. Mobile home skirting repairs to prevent animal infiltration.
 - v. Limited rehabilitation to replace deteriorated wooden window or door frames, to make possible the proper installation of a replacement door or window.
- c. Extension of exhaust fan vents to the outdoors (except kitchen exhausts).
- d. Extension of dryer venting to the outdoors.
- e. Note: Costs to obtain knob-and-tube wiring "Notice of Survey by Electrical Contractor" and installation of simple overcurrent protection (breakers or S-type fuses) shall be billed to "Other Program Costs (Permits)."

LHR shall NOT include:

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- a. Any other measure or associated incidental repair that has a chargeable line item, including Minor Envelope Repair items.
- b. Repairs to the dwelling that are outside of the program scope, including but not limited to, handicap ramps, major roof repairs, or correction to structural issues that are a mandatory deferral condition.

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.

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 that have a direct association with weatherization measures being installed and are necessary for the: 1) effective performance or preservation of weatherization materials, or 2) to stop infiltration and general heat waste. Minor Envelope Repairs shall be limited to the following:

- a. Identified infiltration repairs, including the patching of holes in the building envelope (ceiling, floor, or walls) to the exterior that are too big to caulk;
- b. Sealing of thermal bypasses when no insulation will be installed;

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- c. Replacement of missing attic/crawl space access covers; and
- d. Fireplace chimney damper repair or installation, or installation of glass fireplace doors when a damper is not feasible.

Minor Envelope Repairs shall NOT include:

- a. Any other measure or associated incidental repair that has a chargeable line item, including Limited Home Repair (LHR) items.
- b. Kitchen cabinet repairs and retrofits;
- c. Repairs to the dwelling that are outside of the program scope, including but not limited to, handicap ramps, major roof repairs, or correction to structural issues that are a mandatory deferral condition.

Mobile or Manufactured Home: A manufactured home regulated by the California Department of Housing and Community Development (HCD) that is built on a trailer chassis and designed for highway delivery to a permanent location, and it can be a single-, double-, or triple-wide home. To receive weatherization services under a CSD program, a mobile home must be a permanent, full-time residential dwelling, with a floor area of at least 330 square feet.

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

Multi-Unit Dwellings (MUD) also known as Multi-Family Buildings (MFB): Defined as residential dwelling structures containing more than one residential unit within a single building or complex, 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 CSD Disaster Relief Plan, emergency services may be provided to low-income individuals and families affected by a natural disaster when the event is declared by a Presidential or Gubernatorial Order as a Federal or State Emergency.

Nonassisted Clients: The number of clients who returned an application to the agency for LIHEAP services (Weatherization, ECIP EHCS, ECIP WPO, HEAP WPO, ECIP Fast Track

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and HEAP) that were denied services, and the number of applications distributed by an agency. This does not include applications taken from the agency's partners, websites (CSD, local agency or agency's partner's website) if they cannot be quantified.

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

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

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

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

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

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

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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.

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

Weatherization Training and Its Related Costs: Costs associated with the training of personnel or subcontractors as specified in Exhibit F of this Agreement. Training may also include internal Contractor training, and attendance at weatherization-related training to include EPD system training or other forms of weatherization training sponsored by DOE, CSD, and/or other organizations. Related costs may include salary/wages, materials, fees and travel. Excludes incurred costs associated with participation and attendance at policy advisory committee meetings and workgroups.

Workers' Compensation: Insurance that covers medical and rehabilitation costs and lost wages for employees injured at work. Workers' compensation shall mean those actual costs associated with workers' compensation coverage for program staff whose salaries and wages are chargeable under program costs.

(2014 LIHEAP)

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2014 AGENCY PRIORITY PLAN (Form 622b)

2014 Agency Priority Plan
Exhibit H

The annual priority plan explains how each LIHEAP Service Provider intends to meet Federal law by providing financial assistance and weatherization services to those households with the lowest income and highest energy burden, as well as to those households with "vulnerable populations": elderly, disabled, and with children 5 and under. By determining certain point ranges and assigning agency-defined priority categories, agencies are able to modify their priority plans to meet local need, while still meeting federal intent. Refer to the accompanying instructions for more information about completing this plan.

Contractor (Agency Name):		Date	
Community Action Partnership of Riverside County		1/3/2014	
Prepared by	Email	Phone	Fax
Godwin Aimua, Energy Manager	Gaimua@capriverside.org	951-955-4900	951-955-2230

Section 1: INCOME

ECIP WPO and FT				HEAP WPO and HEAP			
Fed Pov Group	From	To	Points	Fed Pov Group	From	To	Points
1	0	100%	10	1	0	100%	10
2	100.1%	125%	8	2	100.1%	125%	8
3	125.1%	150%	6	3	125.1%	150%	6
4	150.1%	60% SMI	1	4	150.1%	60% SMI	1

Section 2: ENERGY BURDEN

ECIP WPO and FT			HEAP WPO and HEAP		
From	To	Points	From	To	Points
<i>You are not req'd to use all four lines. You may have fewer point ranges.</i>					
0%	8.90%	2	0%	8.90%	2
9%	17.90%	3	9%	17.90%	3
18%	26.90%	5	18%	26.90%	5
27%	100%	10	27%	100%	10

Section 3: VULNERABLE POPULATIONS

ECIP WPO and FT		HEAP WPO and HEAP	
If household contains any of the following populations, award VP points:	VP Points	If household contains any of the following populations, award VP points:	VP Points
Elderly (60 years or older)	10	Elderly (60 years or older)	10
Disabled		Disabled	
Children (5 years or under)		Children (5 years or under)	

Section 4: AGENCY-DEFINED (Optional)

ECIP WPO and FT		HEAP WPO and HEAP	
Agency-Defined Vulnerable Pop Group	Points	Agency-Defined Vulnerable Pop Group	Points
<i>Use of Agency-Defined Priorities is Optional. If used, complete page 2 to detail point assignments.</i>		<i>Use of Agency-Defined Priorities is Optional. If used, complete page 2 to detail point assignments.</i>	
1 Medically Needy	4	1 Medically Needy	4
2 Frail Elderly	3	2 Frail Elderly	3
3 Severe Financial Hardship	2	3 Severe Financial Hardship	2
4 Hard to Reach	1	4 Hard to Reach	1
5 Priority Offsets (-1 to -10)	-10	5 Priority Offsets (-1 to -10)	-10

2014 Agency Priority Plan

Exhibit H

Contractor (Agency Name):		Date	
Community Action Partnership of Riverside County		1/3/2014	
Prepared by	Email	Phone	Fax
Godwin Aimua, Energy Manager	Gaimua@capriverside.org	951-955-4900	951-955-2230

AGENCY DEFINED CATEGORIES

For each agency defined categories selected on page one, please detail and describe how your agency will apply the categories to clients.

ECIP WPO and FT Medically Needy		HEAP WPO and HEAP Medically Needy	
1	NA	1	Customers with special medical equipments, bill due to equipments and high medical exp relative to household income
2	NA	2	NA
3	NA	3	NA
4	NA	4	NA
5	NA	5	NA
Frail Elderly		Frail Elderly	
1	80 years and older, homebound, lack of access to services to services and poor health	1	80 years and older, homebound, lack of access to services to services and poor health
2	NA	2	NA
3	NA	3	NA
4	NA	4	NA
5	NA	5	NA
Severe Financial Hardship		Severe Financial Hardship	
1	Recent lost of job and no income	1	Recent lost of job and no income
2	High risk of homelessness and possible lost of child custody due to lack of utility in the home	2	High risk of homelessness and possible lost of child custody due to lack of utility in the home
3	NA	3	NA
4	NA	4	NA
5	NA	5	NA
Hard to Reach		Hard to Reach	
1	Customers in isolated remote areas	1	Customers in isolated remote areas
2	customers with language barriers	2	customers with language barriers
3	Migrant and seasonal farm-workers	3	Migrant and seasonal farm-workers
4	NA	4	NA
5	NA	5	NA
Priority Offsets		Priority Offsets	
1	Food Stamps	1	Food Stamps
2	Rental Assistance	2	Rental Assistance
3	Repeat Clints (3 yrs. or More) except seniors/disabled	3	Repeat Clints (3 yrs. or More) except seniors/disabled
4	NA	4	NA
5	NA	5	NA

2014 Agency Priority Plan
Exhibit H

Contractor (Agency Name):		Date	
Community Action Partnership of Riverside County		1/9/2014	
Prepared by	Email	Phone	Fax
Godwin Aimua, Energy Manager	gaimua@capriverside.org	951-955-4900	961-955-2230

Section 1: Weatherization Prioritization of Services

Describe your Agency's plan for prioritizing weatherization services.

See Attached

Section 2: 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 dwellings. Refer to your Agency Profile for beginning and ending dates of the typical heating and cooling season.

See Attached

2014 Agency Priority Plan**Exhibit H**

Contractor (Agency Name):		Date	
Community Action Partnership of Riverside County		1/8/2014	
Prepared by	Email	Phone	Fax
Godwin Aimua, Energy Manager	Gaimua@capriverside.org	951-955-4900	951-955-2230

Accessibility to Applications

The CSD 43 (Intake Application) must be available during regular business hours, Monday through Friday, to anyone who wishes to obtain an application. Please respond to the queries below to explain how you make applications available.

We make the application available to potential clients in the following way (please enter an "X" for all that apply):

"X"	Application Availability	Comments
X	Live agency representatives are available to take app requests during the days and hours specified in the "Comments" section at right:	Live agency representatives are available to take applications Monday through Thursday from 8:00 a.m. -5:00 p.m.
	A message line is available on which clients can leave a message, requesting an app. If so, enter the message phone number, and days and hours of availability in the "Comments" section at right:	No Message Line
X	We make the app available on our website for download. If so enter the URL in the "Comments" section at right:	www.CAPRiverside.org
	We send apps via email, when requested.	NA
	We perform mass mailings to the types of groups and in the approximate numbers specified in the "Comments" section at right:	NA
X	We regularly make apps available for distribution at our local utility offices. If so, enter the name of the utility company/ies in the "Comments" section at right:	City of Blythe, Indio and Hemet
X	We regularly make apps available for distribution at local social service agencies. Examples of such agencies are listed in the "Comments" section at right:	over 120 Community and Faith Based organizations: City of Corona, Hemet, Lake Elsinore, Menifee, Jacinto, Anza, Idyllwild, Sun City, Blythe, Cathedral City, Coachella, Indio, Palm Springs, Desert Hot Springs, Mecca, Thermal
	We regularly make apps available for distribution at local library/ies.	NA
X	We make hardcopy apps available directly outside/or very nearby our office, where they can be accessed when our office is closed.	Catholic Charities, Desert Hot Springs Library, Colorado River Senior Center, Adult protective
X	Other: Provide applications at outreach clinics/workshops (300 workshops per calendar year).	County-wide
X	Other: Work application available in health/resource fairs –community events.	County-wide
X	Other: Application are available on stands outside the Riverside main office on closed Fridays 8: a.m. - 5:00 p.m.	Main office on 2038 Iowa Ave. Suite B-102 Riv

Please enter any other information you'd like CSD to know regarding the way you make apps available:

2014 Agency Priority Plan Exhibit H

Contractor (Agency Name):		Date	
Community Action Partnership of Riverside County		1/9/2014	
Prepared by	Email	Phone	Fax
Godwin Aimua, Energy Manager	gaimua@capriverside.org	951-955-4900	951-955-2230

Priority Plan Implementation

This information is intended to help CSD understand how your agency applies its Priority Plan, and ensure that federal requirements for prioritization are met. Please respond to the multiple choice questions, below, then complete the narrative at the bottom of this page.

1. Our agency applies our priority plan points (as defined on page 1 of this document) to assess every application for cash assistance benefits. If "no," please explain below:

Yes	No	Varie
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

2. Our agency applies a minimum point threshold for the following programs, denying those who fall below the threshold. If "yes," please enter your minimum point threshold, by program. If "no," enter "n/a."

Yes	No	Varie
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

HEAP Fast Track HEAP-WPC ECIP-WPO

3. Our agency applies a minimum energy burden for the following programs, denying those who fall below the percentage. If "yes," please enter your minimum energy burden, by program. If "no," enter "n/a."

Yes	No	Varie
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

HEAP Fast Track HEAP-WPC ECIP-WPO

4. Our agency gives first priority to households whose members have a "life-threatening emergency."

Yes	No	Varie
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

5. Our agency prioritizes and serves applicants based on their priority points, from highest points to lowest, until all funds are expended. This process is based on the following allocation cycle:

Yes	No	Varie
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

☐ Daily ☐ Weekly ☒ Monthly ☐ Other _____

6. If an applicant qualifies to be served, but cannot be served because of high demand or some other reason, does your agency "rollover" their application for future consideration?

Yes	No	Varie
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If yes, please explain your process for rolling applications over:

Only current applications (within 120 days) are rolled over for future consideration within the same contract period if funding was still available.

Please explain how your agency applies its Priority Plan. If you answered "Varies" to any of the questions above, explain your answer below. Also, if necessary, explain, in more detail, any of your answers above.

CAP Riverside gives first priority for services to those households with the highest energy burden and has factor into our first priority for services those households with the following vulnerable populations: young children (ages 5 years or under), disabled and elderly persons (ages 60 years or older) with variable energy burden.

2014 Agency Priority Plan: Instructions
Exhibit H

These instructions are intended to guide agencies completing the LIHEAP Priority Plan.

Instructions for Page 1: Determining Priority Points

Instructions that Apply to the Whole Page

- Note that the first column (blue) applies to points assigned for "ECIP WPO" and "Fast Track." The second column (orange) applies to points assigned for "HEAP WPO" and "HEAP"
- Grayed boxes must be filled in.
- Use only whole numbers (no decimal points).

Section 1: Income

- The value for Federal Poverty Group 1 is established at 10 points. This cannot be changed. The value for Federal Poverty Groups 2, 3 and 4 must be set by the agency.
- Each range must have a unique number (in other words: two ranges can't have the same number).

DO: Retain 10 points for Range 1, and assign a progressively lower point value to ranges 2-4. Assure that no two ranges have the same point value.

1	0	100%	10
2	100.1%	125%	8
3	125.1%	150%	4
4	150.1%	60% SMI	0

<-- Example (your numbers may vary!)

Section 2: Energy Burden

- Although the form has room for up to four ranges, it is not required that you use all four ranges. Your agency may choose to use fewer ranges. If you use fewer than four ranges, either delete the unused rows or enter "n/a" into the unused cells.
- When you enter a percent in the "From" column for the final range ("x" to 100%), CSD expects that "x" will be very close to your agency's average energy burden. If you enter a number significantly different than your agency's average energy burden, you should be prepared to justify your reasons. CSD has the right to disapprove a percent that is not sufficiently justified.

Section 3: Vulnerable Populations

- No action required by agency when completing the initial priority plan.
- When applying the priority plan, if the household contains any of the three vulnerable populations, the agency will award the full 10 points. This means that the agency will either award 0 points (if the household contains no VPs), or 10 points (if the household contains one or more VPs).

Section 4: Agency-Defined

- Agency Defined categories are optional. Your agency may choose to use none, some or all five of the available categories.
- Only the five categories listed on the form are available for use. You may not change the categories or add your own. In 2012, CSD issued a CSD Program Notice (CPN-E 12-03) on the subject of Priority Plans, including the use of Agency-Defined priority points. CSD recommends that agencies review the CPN before completing this section.
- You may assign a maximum of 10 points (total) for the Agency-Defined categories 1 to 4. For example, if your agency wished to focus its efforts on "frail elderly," you may choose to assign all 10 points to that category and forego using the other agency-defined categories. Or, if you wanted to focus on "frail elderly" and "hard to reach," you might distribute the points 5 and 5, or 3 and 7--you can distribute your 10 points in any way you choose, to any, all (or none) of the first four agency-defined categories, as long as the total does not exceed 10.
- In addition to Agency-defined categories 1 - 4, you may also choose to use category 5 to assign "Priority Offsets" (or, in other words, "negative points.") Please refer to the CSD CPN-E 12-03 for more information.. If you choose to use this category, you may assign any negative, whole number from negative (-) 1 to negative (-) 10.
- If you choose to use the Priority Offset category, describe on your priority plan the specific reasons for which your agency intends to issue negative points. For example: "receives utility subsidy" or "served in prior program year."

EXHIBIT H
2014 AGENCY PRIORITY PLAN
WEATHERIZATION AND ECIP-EHCS

Contractor:	Date:	Telephone Number:
Community Action Partnership of Riverside County	1/9/2014	951-955-4900
Prepared By: (Name/Title)	E-Mail Address:	Fax Number:
Godwin Aimua, Energy Manager	Gaimua@capriverside.org	951-955-0944

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 (highest 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 six contractors: Ace & Son Construction, David Starrett Construction, Energy Services Partnership, Hopkins Painting, James D. Restoration and Counteraction, 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 also provided with written energy conservation information including helpful tips to conserve energy, description of benefits of weatherization measures installed and description of proper use of each measure. These services enable low-income families to reduces their energy bills and enables them to use the funds on other 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 three satellite offices located in the cities of Blythe, Indio, and Hemet . 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 the working poor (migrant farm workers) to access services after work. Pamphlets and brochures in other languages, English/Spanish for non-English Speaking customers are made available. CAP Riverside has staffs that are able to translate English/Spanish and assist customers in their

native language.

CAP Riverside targets vulnerable populations through expanded 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. Continue outreach clinics/workshops (200 workshops per calendar year).
4. Targeting priority populations via 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 CAP Mobile unit for outreach activities in remote areas, such as Anza and Oasis, for regularly scheduled workshops.
8. Increased participation in health/resource fairs –community events.
9. Implementing block weatherization.
10. Partnering with other City, County and State or government offices to reach venerable populations.

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

CAP Riverside maintains three satellite offices located in the cities of Blythe, Indio and Hemet. 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 and mobile home parks, advertising in the local newspapers, 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 completed applications to CAP Riverside for action.

CAP Riverside has developed an energy assistance and weatherization information web-site containing the LIHEAP application, definitions of weatherization measures, and energy savings tips. Customers are able to download this information 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, budgeting, and 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 advised to 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.

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 Electric bills. Customers are also informed and educated on the discounted California Lifeline Telephone services which enable qualified customers to save on their telephone bills.



EXHIBIT I
(Standard Agreement)

(2014 LIHEAP)

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

PROGRAM: Low-Income Home Energy Assistance Program

PERIOD: January 1, 2014 through January 31, 2015

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

[Signature]
Signature

Community Action Partnership Bureau of California
Agency/Organization

1-20-14
Date



COMMUNITY ACTION COMMISSION OF RIVERSIDE COUNTY

BY-LAWS

Community Action Partnership of Riverside County
2038 Iowa Avenue, Suite B-102
Riverside, CA 92507

TELEPHONE: (951) 955-4900

WEBSITE: www.capriverside.org

Amended February 16, 2012

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**COMMUNITY ACTION COMMISSION
TO THE
COMMUNITY ACTION PARTNERSHIP OF RIVERSIDE COUNTY**

BY-LAWS

ARTICLE I

NAME AND PURPOSE

- Section 1. Name:
The name of the organization is the Community Action Commission (CAC). The Community Action Commission is located in the City of Riverside, Riverside County, California.
- Section 2. Purpose:
The County of Riverside as a political subdivision of the State of California designated itself as a Community Action Agency on July 1, 1979. The Community Action Partnership of Riverside County (CAP Riverside) has been designated as the Community Action Agency for Riverside County to serve as the County's anti-poverty agency. CAP Riverside is a public agency which is responsible for planning, developing and executing the community action program in the County of Riverside in order to alleviate poverty and promote self-sufficiency. The purpose of the CAC is to advise the Board of Supervisors of Riverside County on the administration of community action programs.

ARTICLE II

ORGANIZATION

CAP Riverside is comprised of the Board of Supervisors serving as the governing board, the CAC serving as the tripartite administering board and the paid staff of employees.

- Section 1. Governing Board:
The designating officials for the local political subdivision are the Board of Supervisors of the County of Riverside in accordance with the provisions of Title 22 of California Administrative Code Division 11, Section 100610.
- Section 2. Administering Board:
The CAC is an administering body established to satisfy the tripartite composition requirement pursuant to the California Government Code (CGC), Chapter 9, Article 6, Section 12752.1.

ARTICLE III

COMMISSION COMPOSITION

The CAC is a tripartite body composed of fifteen (15) members representing three sectors.

- Section 1. One third (1/3) of all seats shall be allotted to officials representing the public sector.
- Section 2. One third (1/3) of all seats shall be allotted to representatives of the low-income sector, with a restriction of one representation for each supervisorial district.
- Section 3. One third (1/3) of all seats shall be allotted to representatives of the private sector.
- Section 4. Each sector shall provide for alternative representation.

ARTICLE IV

COMMISSION SELECTION PROCEDURES

- Section 1. Public Sector:
The representatives of the public sector (5 members) shall be appointed by the League of California Cities, Riverside Division. They shall be elected officials of five cooperating cities, two (2) from the eastern and two (2) from the western portion(s) of the County of Riverside; the City of Riverside will hold one (1) permanent seat because of the concentration of population. Public members shall serve at the pleasure of the League.
- Section 2. Low-Income Sector:
The representatives of the low-income sector shall be persons chosen in accordance with democratic selection procedures outlined in regulations promulgated by the department to assure that the members represent the low-income and reside in the area served. Although representatives need not themselves be low-income, preference in selection shall be given to identified low-income candidates pursuant to CGC Section 12751(b).
- a. Candidate requirements:
- (1) Be at least 18 years of age.
 - (2) Reside in the supervisorial district where the vacancy exists.
 - (3) Submit an application to the CAC.
 - (4) May not be a CAP Riverside staff person or relative of staff, CAC member or member of the Board of Supervisors.

Section 3. Private Sector:

In conjunction with the biennial Comprehensive Needs Assessment, the CAC shall determine the type of private sector representation from among law, labor, education, business, industry, health, social service and service organizations in accordance with CGC Section 12736(e) (3) and Title 22 of California Administrative Code, Division 11, Section 100605.

The representatives of the private sector shall be selected to ensure the CAC will have broad community involvement. The organizations selected shall correspond with the priority areas of the Comprehensive Needs Assessment.

Private sector organizations must be able to meet at least three of the following criteria:

- a. Provide special technical expertise useful to the CAP in addressing poverty-related problems in the County.
- b. Be broadly representative of groups or geographical areas in the County particularly affected by poverty-related problems.
- c. Have the ability to mobilize resources from the private sector in an effort to overcome poverty-related problems in the County.
- d. Provide linkages with other significant private sector programs addressing poverty-related problems within the County.
- e. Have the ability to effectively advocate on behalf of the CAP.

In addition to the criteria listed above, the representative shall be designated by letter from the organization selected by the CAC. Under no circumstances may a private sector representative be a sub-contractor with CAP Riverside.

Section 4. Alternates:

Alternates may serve as officers of the CAC. Alternates shall function in all capacities except voting (See Section 4.e.).

a. Public Sector:

The alternate representative for the public sector shall represent the same city as the primary representative and must be able to speak and act on the officials behalf. The alternate may be another elected official or an administrative official of that city.

b. Low-Income Sector:

The alternate representative for the low-income sector shall meet all the requirements as the primary.

c. Private Sector:

Alternate representatives for the private sector may be recruited from different organizations than the primary representative, in order to achieve maximum feasible participation. The procedure provided in Article IV, Section 2 should be followed when selecting an alternate. The alternate representative for the primary private sector representative shall be designated by letter from the organization selected by the CAC.

d. Alternate-At-Large:

The alternate-at-large representative of the low-income sector shall be a member of the Head Start Policy Council. This representative may vote in the absence of both the primary and alternate from any supervisorial district. This measure is a safeguard against an inadequate quorum of low-income representatives.

e. Voting:

The alternate representative may not vote when the primary representative is present.

Section 5. Terms of Office For Each Sector:

Terms of office shall be two six year terms (twelve years total) for all the sectors of the tripartite CAC.

a. Public Sector Representatives:

Public sector representatives and their alternates shall serve at the pleasure of the Mayors' and Councilmembers' Conference and the cities that they represent.

b. Low-income Sector Representatives:

(1) Election of the low-income representatives shall be held every six years in accordance with CGC Section 12751(b).

(2) Elections and terms of each low-income representative shall be staggered to provide for continuity: representatives of supervisorial districts 1,3, and 5 shall be elected at the same time; representatives of supervisorial districts 2 and 4 shall be elected at the same time.

c. Private Sector Representatives:

(1) Appointments of private sector representatives shall be made every six years or at the pleasure of the organization that appointed them.

(2) Appointments and terms of private sector representatives shall be staggered to provide for continuity. Representatives of three

organizations shall be appointed at the same time; representatives of the remaining two organizations shall be appointed at the same time.

- (3) Appointments shall be made between June 30 and December 31 following the Local Plan process.
- (4) Members who serve in a sector a total of twelve (12) years must leave the CAC for one year before returning to the same sector.
- (5) A member may serve on the CAC in another sector following two full terms if the basic requirements for the new sector are met.

Section 6. Vacancies:

a. Public Sector Vacancies:

When the seat of a public sector representative is vacant, the CAC shall ask the cooperating city to select another elected/administrative official to fill the seat for the remainder of the term.

b. Low-Income Sector Vacancies:

When the seat of a primary low-income sector representative becomes vacant, the alternate shall assume the vacancy unless the alternate chooses to remain in alternate status.

- (1) If an alternate low-income vacancy occurs, the CAC reserves the right of appointment to fill the vacancy.
- (2) The remaining low-income representatives shall interview and nominate a low-income representative to fill the vacancy and the CAC upon a vote at the next regular meeting shall seat the person.

c. Private Sector Vacancies:

When the seat of a primary or alternate private sector representative is vacant, the CAC shall ask the designating organization to name another representative to fill the seat for the remainder of the term.

d. Resignations:

Representatives of any sector may resign the position with written notification to the CAC.

Section 7. Conflicts:

Each Commissioner shall certify that he/she is not in conflict of interest in accordance with applicable state or local requirements.

- a. A Commissioner may not vote on matters involving recommendations for funding of an organization if:
 - (1) The Commissioner or an immediate family member is employed by the proposed delegate agency or organization.
 - (2) The Commissioner sits on the board of a proposed delegate agency or organization.
- b. Neither commissioners nor members of their immediate family can be employed by CAP Riverside or receive a salary from programs funded by CAP Riverside.

ARTICLE V

POWERS OF THE COMMISSION

- Section 1. **Reference to Delineation of Powers Agreement:**
The powers of the CAC are set forth in a Delineation of Powers agreement that complies with the provisions of CGC Section 12752.1 and was approved by the Governing Board and the CAC. The Delineation of Powers agreement is attached hereto as Exhibit A and is incorporated herein by this reference.
- Section 2. **Communication with the Board of Supervisors:**
The CAC shall make recommendations to the Board in a timely manner on community action matters for which only the Board has authority or on matters requiring Board action. Communication from the CAC shall be forwarded by the Chairperson to the Executive Director who shall distribute accordingly.
- Section 3. **Community Involvement:**
The CAC shall be a continuous and effective mechanism for securing community involvement in community action programs.
- Section 4. **Commission Rules and Procedures:**
The CAC shall have the power to determine, subject to state and local policies, its own rules and procedures, for example:
- a. Election of officers.
 - b. Time, date and place of meetings.
 - c. Matters of representation.
 - d. Establishment of standing and ad hoc committees.
 - e. Similar provisions that affect the CAC.

Recommended rules and procedures such as CAC size, compensation, staff support and similar provisions that directly affect CAP Riverside

shall be submitted to the Board of Supervisors for approval.

Section 5. Annual Meeting with the Board of Supervisors:

The CAC shall hold a minimum of one joint meeting per year with the Board of Supervisors subject to mutual agreement.

ARTICLE VI

OFFICERS AND DUTIES

Section 1. Officers:

Officers of the CAC shall be the Chairperson, Vice-Chairperson and Secretary. Terms of office shall be for one year.

Section 2. Duties:

a. Chairperson:

The Chairperson of the CAC shall preside over regular and called meetings of the CAC and the Executive Committee, and shall provide the initiative and leadership necessary to their proper functioning, with assistance of the Executive Director. He/she serves as the CAC's point for communications with the Board of Supervisors and the principle point for communicating the CAC's decisions and directives to the Executive Director regarding CAP Riverside.

b. Vice-Chairperson:

The Vice-Chairperson shall serve as Chairperson in the absence of the Chairperson and as Chairperson of the Planning, Evaluation, and Finance Committee (PE&F).

c. Secretary:

The Secretary shall be responsible for ensuring that minutes of each official meeting of the CAC is recorded and presented to the CAC, and that any errors in the minutes is corrected. The Secretary shall also be the official signatory of documents and records of the CAC. The Secretary may obtain services and assistance through the Executive Director in recording of minutes and in maintaining custodial files of the CAC's documents and records.

The Secretary shall serve as Chairperson of the Membership Committee.

d. Ex-Officio Member:

The immediate past Chairperson shall serve ex-officio on the Executive Committee. On the occasion that the immediate past Chairperson is no longer a member of the CAC, the next previous past Chairperson shall serve as ex-officio.

Section 3. Election of Officers:

- a. Election of each officer shall be conducted at the regular meeting of the CAC in November of each year. Officers shall take office and assume duties in January and shall serve one calendar year.
- b. The Chairperson may appoint or special elections may be called to fill any officer vacancies.
- c. No officer shall serve in the same position for more than two (2) consecutive terms.

ARTICLE VII

CODE OF ETHICS

Section 1. Conduct:

Members of the CAC shall conduct themselves in accordance with the Code of Ethics (Exhibit B).

Section 2. Removal of a Primary or Alternate Commissioner:

- a. Public sector representatives may be removed from the CAC only by the cooperating City or the League of California Cities – Riverside Division. However, the CAC may petition the City or the League to remove a representative for cause.
- b. Representatives on the CAC from the low-income sector may be removed for cause as defined by the Riverside County Standards of Conduct, County Ordinance 440 or on the following grounds:
 - (1) Absence from three consecutive meetings, or six meetings in a calendar year, without regard to whether absences are excused or unexcused.
 - (2) When no longer a resident of the supervisorial district in which elected.
- c. Representatives on the CAC from the private sector may be removed for cause as defined by the Riverside County Standards of Conduct, County Ordinance 440 or on the following grounds:
 - (1) Absence from three consecutive meetings, or six meetings in a calendar year, without regard to whether absences are excused or unexcused.

- (2) When no longer a member of the participating organization.
- d. To remove a private sector representative for cause, the CAC may petition the participating organization.
- e. A determination for removal shall be made by the CAC on the recommendation of the Executive Committee.
- f. The process for removal shall be as follows:
 - (1) The Executive Committee shall hold an interview with the commissioner(s) involved.
 - (2) A recommendation of removal for cause shall be submitted by the Executive Committee to the entire CAC no less than ten (10) days before the next regular meeting.
 - (3) A two-thirds vote of the CAC, excluding vacancies, shall be required to approve removal.

Section 3. Removal From an Office of the CAC:

- a. Officers of the CAC may be removed for cause.
- b. The officer must be given notice and documentation of cause in a manner determined by the CAC.
- c. The officer shall be offered a hearing prior to removal.
- d. A two-thirds vote of the CAC present is required to remove an officer. Voting shall be conducted by closed ballot, either in person or by mail.

Section 4. Removal Based on Absenteeism:

Any primary or alternate commissioner of the CAC can miss no more than three consecutive meetings, or six meetings in a calendar year. Absence from three consecutive meetings, or six meetings in a calendar year, whether excused or not, may be cause for removal.

- a. The CAC shall give notice of this provision to any member absent from two consecutive meetings.
- b. Upon the occurrence of three consecutive absences, the CAC shall vote that the Chairperson forward a letter to the member citing the grounds for removal.

- c. A commissioner may request to be granted a leave of absence for no more than a three month period. The request must be approved by the Chairperson of the CAC. The leave of absence will be in effect from the date of approval. The attendance requirement shall not apply when a commissioner is on an approved leave of absence. Said commissioner may re-apply for subsequent three-month leaves of absence for extenuating circumstances pending a majority vote of the CAC.

ARTICLE VIII

COMMITTEES AND DUTIES

Standing committees may be formed as needed by a majority vote of CAC members present. Each committee serves as a working extension of the CAC in its consideration of issues, opportunities and plans in the area of the committee's particular attention. As such, the committee shall receive assignments from and report findings and recommendations to the CAC.

Section 1. Executive Committee:

The Executive Committee shall be composed of the officers of the CAC. The CAC Chairperson shall serve as Chairperson of the Executive Committee.

- a. The Executive Committee shall only transact routine and ordinary business between meetings of the full board; therefore, CAP Riverside policy considerations or matters of significant impact on the community cannot be transacted.
- b. The CAC Chairperson, on behalf of the Executive Committee, shall approve the agenda prepared by the Executive Director for each regular monthly meeting.

Section 2. Planning, Evaluation and Finance Committee:

The Vice-Chairperson shall serve as Chairperson of the Planning, Evaluation, and Finance Committee (PE&F). It shall be composed of at least three members, one from each sector and shall recommend action to the CAC for vote; the Committee shall make recommendations on grant applications, needs assessment, selection of delegate agencies and other program and funding matters.

Section 3. Membership Committee:

The Secretary shall serve as Chairperson of the Membership Committee. It shall be composed of at least three members, one from each sector and shall monitor and insure that the CAC composition is in compliance with the by-laws.

Section 4. Legislative Committee:

The Legislative Committee shall be composed of at least three members, one from each sector and shall make recommendations on legislative matters and report to

the CAC on such matters.

Section 5. Energy Task Force:

The Energy Task Force shall be composed of at least three members, one from each sector, along with non-members who are identified by the organization, and shall make policy recommendations to the Board and CAC and program recommendations to the energy programs.

Section 6. Ad-hoc Committees:

In addition to Standing Committees, the CAC operates with special (ad hoc) committees as their need arises. The Chairperson of each special committee shall be appointed by the CAC Chairperson at inception of the committee. The purpose of the committee must be incorporated in writing or orally in the creating motion. When the committee's purpose has been achieved, the committee shall be dissolved.

Section 7. Chairpersons of the Standing Committees:

The Chairperson of each standing committee shall be appointed by the CAC Chairperson. The standing committee chairperson shall be responsible for providing the leadership and direction necessary to carry out the committee's goals and functions. The committee chairperson shall be expected to report on the committee's activities at the regular CAC meetings.

Section 8. Committee Rules:

The following rules govern standing and ad hoc committees:

- a. All standing committee membership shall be divisible by three and fairly reflect the composition of the CAC to the extent possible, with exactly one-third public officials, one-third private and at least one-third representatives of the low-income.
- b. The CAC members shall volunteer for committees, subject to approval by the CAC.
- c. Committees may be empowered by the CAC to act for the full CAC in deliberating an issue and reaching a decision or taking action, subject to ratification at the next CAC meeting.

ARTICLE IX

MEETINGS OF THE COMMISSION AND COMMITTEES

Section 1. Public Meetings:

All meetings of the CAC shall be subject to the Brown Act.

Section 2. Quorum:

A quorum is comprised of fifty-one percent (51%) of current membership of the CAC and includes 51% low-income representation. A quorum must be present while the meeting is in session. Each attending Commissioner shall sign the attendance roster which is filed at the CAP Riverside.

Section 3. Meeting Rules:

The CAC and each committee of the CAC shall conduct their meetings and discharge their duties in accordance with the rules and procedures which the committee sets for itself on the occasion of its first meeting following appointment of its slate of members. The meetings of the committee are called by its chairperson at least three days in advance notice of the meeting.

Section 4. Minutes:

Minutes of the CAC meetings shall be in accordance with rules establishing tripartite advisory bodies 100605(2).

- a. Written minutes shall be kept for each meeting.
- b. The minutes shall include a record of votes on all CAC motions.
- c. The minutes of previous meetings shall be sent to all CAC members at least five days before the meeting.
- d. The minutes shall be made available for public inspection and translated when necessary. Minutes shall be recorded by the Executive Secretary of CAP Riverside. The Executive Secretary shall be responsible to ensure that minutes of each official meeting of the CAC is recorded and that the minutes are presented to the CAC for correction of any errors. The Executive Secretary is also the official custodian of documents and records of the CAC including minutes, committee reports, and correspondence to the CAC.
- e. The CAC Secretary shall sign the official minutes upon approval.

Section 5. Proxy Voting:

Proxy voting by any CAC member shall be prohibited at meetings of the CAC or its committees.

- Section 6. Compensation:
Allowances for representatives of the low-income and reimbursements to all members of the Commission for expenses are permitted for Community Services Block Grant (CSBG)-related activities. Allowance may be defined as reimbursement for childcare, travel, and certain meals.
- Section 7. Robert's Rules for Conduct of Meetings:
Robert's Rules of Order, newly revised, shall serve as the rules for the conduct of CAC meetings and for parliamentary procedures within each meeting, except: (1) When Robert's Rules are in conflict with these by-laws, the by-laws prevail; (2) The Chairperson may vote in CAC meetings and committee meetings; (3) Any Robert's Rules may be suspended by a simple majority vote of the commissioners present, in which case the by-laws take precedence. In those cases where Robert's Rules offer alternatives in procedures and conduct, the alternative which is to apply is adopted by approved motion at the time the issue exists. Such a motion is approved by simple majority of those CAC members present.
- Section 8. Committee-of-the-Whole:
When there is not a quorum present, the group shall meet as a Committee-of-the-Whole and shall receive reports. If it becomes necessary, and if there is a quorum of the Executive Committee present, they may take action.

ARTICLE X

AMENDMENT OF BY-LAWS

- Section 1. Amendments Without Consent of the Board of Supervisors:
The CAC may amend, without consent of the Board of Supervisors, those elements of these by-laws which: (1) define the officer positions of the CAC; (2) define the method, frequency and timing by which each commissioner is elected to his/her official position; (3) define the standing committees of the CAC, and (4) define the rules for the conduct of official meetings of the CAC or any of its committees when a quorum is present for such meeting. A minimum of ten (10) days advance notice shall be given in writing to members of the CAC informing them that their deliberations will include proposed amendments to the by-laws.
- Section 2. Voting on Recommended Amendments:
An affirmative vote of a quorum of the Commissioners is required to approve an initiative which would amend the by-laws or which recommends such a matter to the Board of Supervisors.
- Section 3. Notification for By-Laws Changes:
Every member of the CAC must be notified at least ten (10) days in advance of any meeting at which the CAC is to consider amendments to,

or recommendations of amendments to the by-laws unless such consideration is raised during a meeting of the full membership of the CAC, in which case the requirement of prior notice is waived.

Section 4. Copy to CSD:

A copy of CAC By-Laws and all amendments shall be submitted to the California Department of Community Services and Development in accordance with CSBG Regulation 100605(2) (3) and CGC Section 12751.

ARTICLE XI

PUBLIC ACCESS TO RECORDS

Any person who wishes to inspect or copy CAC records regularly maintained by the CAP Riverside may do so after making a request to the CAC. Information and records will be made available to the requestor in accordance with the Freedom of Information Act (5 U.S.C. 552), except information and records which are exempt from the requirements of disclosure pursuant to the Federal Privacy Act of 1974, as amended.

ARTICLE XII

DEFINITIONS

Designating Officials or
Governing Board or Board

The Riverside County Board of Supervisors.

Community Action Partnership
of Riverside County (CAP Riverside)

The Community Action Agency of Riverside County is referred to herein as the CAP Riverside and consists of a governing board, a Community Action Commission and a paid staff of employees under the supervision of the Executive Director.

Community Action Commission
(CAC)

A tripartite body composed of five representatives of the public sector, five representatives of the private sector and five representatives of the low-income sector and an equal number of alternates for each sector.

County Executive
Officer (CEO)

The CEO is the officially designated person to act as liaison between the governing board, the CAC and CAP Riverside paid staff of employees.

Ratification	Authority retained to approve acts, policies, or procedures of a subordinate agency or element.
CSBG	Community Services Block Grant
CGC	California Government Code
CAP	Community Action Partnership
CSD	California Department of Community Services and Development

EXHIBIT A

County of Riverside Community Action Agency DELINEATION OF POWERS BETWEEN GOVERNING BOARD AND COMMUNITY ACTION COMMISSION

Revised 10/20/97

It is the desire of the Board of Supervisors of the County of Riverside in their capacity as the Governing Board of the Community Action Agency (CAA), to maintain relationships with the Community Action Commission (and other organizational elements of the CAA and community), which are harmonious and most conducive to effective performance of the Community Action Program in Riverside County. The following delineation of powers between the Governing Board and the Community Action Commission recognizes that certain responsibilities exist which the Governing Board cannot delegate under the terms of Senate Bill 161 and the California Administrative Code relating to the Community Services Block Grant. This specifically includes responsibility for proper use of funds and the continued viability of the program of the CAA.

I. POWERS OF THE GOVERNING BOARD:

The Governing Board, within the framework of SB 161 and CSBG regulations and other applicable funding sources will:

- A. Approve fiscal policies, program applications and proposals, budgets and reports per Sections 700725-100730-100735.
- B. Approve all program plans and priorities per Section 100655 of the CSBG Regulations.
- C. Select the Director
- D. Direct the CAA to undergo annual audits
- E. Approve the By-Laws for the Community Action Commission per Section 12752.1 of Government Code.
- F. Retain authority to expand or contract, to alter or amend any of the powers or responsibilities delegated to the Community Action Commission.

II. POWERS OF THE COMMUNITY ACTION COMMISSIONS:

The Community Action Commission shall have the following duties and responsibilities:

- A. Make recommendations to the Governing Board concerning the exercise of any of the Board's powers.
- B. Supervise all programs, administrative and financial policies and procedures adopted by the governing officials for the implementation and conduct of programs by the DCA.
- C. Supervise adherence to all policies and standards of the Department of Community Services and Development.
- D. Assist the Governing Board on the selection and evaluation of the Director.
- E. Select its own officers, executive committee and/or other committees in accordance with the By-Laws of the Community Action Commission.

The governing Board will give the Community Action Commission sufficient notice of any action that it deem appropriate in order to allow the Community Action Commission an opportunity to advise.

The Community Action Commission will make recommendations will make recommendations to the Board in a timely manner on Community action matters requiring action by the Board.

The Governing Board will provide for direct communication with the Community Action Commission.

The Community Action Commission shall be a continuous and effective mechanism for securing community involvement in community programs.

With regards to Commission membership, the Community Action Commission will report to the Board of Supervisors.

- A. Public sector representative designed by their respective cities.
- B. Low-income sector representatives following elections.
- C. Private sector representatives designated by their respective organizations.

These reports will be made at the Joint Meeting held annually.

The term "supervise" in part II, items B and C above shall be defined as the delegation of the authority to periodically review, investigate and evaluate the adherence of CAP staff and sub-contractors (i.e. delegate agencies) to the policies and procedures established by the Department of Community Services and Development and by the Board of Supervisors of the County of Riverside for the implementation of the Community Action Program. It is recognized that authority for the day-to-day supervision of CAP and Community Action Program is vested in the Executive Director of CAP; however, the Community Action Commission may request that the Director provide them with timely and detailed reports on the implementation and administration of the Community Action Program in Riverside County.

EXHIBIT B



COMMUNITY ACTION CODE OF ETHICS

We, as the Community Action Commission ever respectful of cultural diversity, dedicate ourselves to *helping people - changing lives* by advising the Board of Supervisors and providing oversight to Community Action Partnership of Riverside County (CAP Riverside) in order that low-income people will have decency and dignity, we commit ourselves to:

1. Recognize that the chief function of the community action movement at all times is to serve the best interest of the poor.
2. Keep the community informed about issues affecting the poor and to facilitate communication among the poor, the non-poor private sector, and locally elected public officials.
3. Accept as a personal duty the responsibility to keep up-to-date on emerging issues and to conduct ourselves with professional competence, with respect and fairness to one another and to staff.
4. Conduct our organizational and operational duties with positive leadership exemplified by open communication, creativity, dedication, and compassion.
5. Exercise the authority we have under the law and the delegated authority from the Board to promote the interest of the poor.
6. Demonstrate the highest standards of personal integrity, truthfulness, and fortitude in our community action activities in order to inspire confidence.
7. Perform our administering duties in such a way so as not to realize undue personal gain and avoid any interest or activity which conflicts with the conduct of our official duties.
8. Protect confidentiality in the course of our official duties.
9. Observe protocol in board and staff relations.
10. Serve the community action movement with respect, concern and responsiveness, recognizing that service to the poor is beyond service to oneself.

Executive Director and Board Roster- CSBG

Agency Name: Community Action Partnership of Riverside County
Agency Address: 2038 Iowa Ave Suite B#102, Riverside, CA 92507

Effective Date: 01/16/14

Total Number of board seats: 31

Submitted By: Tamara L. Martin, Executive Assistant

As per Exhibit D. Please also list any vacancies within the board itself, so that the required amount of board members is equal to the board by-laws.

Sector: Please indicate P=Public, PR= Private, L= Low Income

**Please indicate vacancy title, and date of vacancy in the "Name" field.

Name:	Title/Position:	Address:	Sector:	Phone Number:	Email:
Maria Y. Juarez, CCAP	Executive Director	2038 Iowa Ave Suite B#102, Riverside, CA 92507		951.955.4900	MJuarez@capriverside.org
Susan McKee	Board Chair	University of California, Riverside Governmental & Community Relations	PR	909.374.6574	susan.mckee@ucr.edu
As a Public Agency, the Riverside County, Board of Supervisors and the County	Additional Authorized signer of the Contract				
Dale Cook	Vice Chair City of Palm Springs	City of Palm Springs P.O. Box 2743	P	760.323.8198	Dale.Cook@palmsprings-ca.gov
Marvin Powell, Jr.	Secretary/Primary District 2	3570 Second Street Riverside, CA 92501	L	951.237.0129	marvinjr@gmail.com
Art Garcia	Commissioner/Alternate District 1	14190 Moonridge Drive Riverside, CA 92503	L	951.707.8746	iblmrg41@gmail.com
J. Gene Walker	Commissioner/Primary District 4	P.O. Box 5313, Palm Springs, CA 92263	L	760.778.1301	jwalker15@dc.rr.com
Penelope Engard	Commissioner/Primary District 3	551 N. Santa Fe. St. #122 Hemet, CA 92543	L	951.846.9123	tjtracker1743@gmail.com

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
Executive Director and Board Roster
Exhibit D, Attachment II
CSD 188 New

Received by CSD:

Name:	Title/Position:	Address:	Sector:	Phone Number:	Email:
Ernie Saldana	Commissioner/ Primary District 5	P O Box 1037 Cabazon, CA 92230	L	951.492.5250	abear.12@hotmail.com
Randy Triplett	Commissioner/Alternate District 5	PO Box 8566 Moreno Valley, CA 92552	L	951.992.8119	bishoptriplett@gmail.com
Vacant	Commissioner/ Alternate-at-Large		L		
Ed Miller	Commissioner/Primary City of Banning	City of Banning 99 E. Ramsey	P	951.452.5167	abetterbanning@gmail.com emiller1@dc.ir.com
Ana Sandoval	Commissioner/Alternate City of Banning	City of Banning P.O. Box 998	P	951.966.5390	asandoval@ci.banning.ca.us
Steven Hernandez	Commissioner/Primary	City of Coachella 1515 6th St.	P	951.591.1766	s.hernandez@coachella.org
Mitch Nieman	Commissioner/Alternate	City of Coachella Economic Development and Grants Manager	P	760.398.3502	Mitch Nieman@coachella.org
Ginny Foat	Commissioner/Primary City of Palm Springs	City of Palm Spring Councilmember Ginny Foat	P	760.778.7832	Ginny.Foat@palmsprings-ca.gov
Julio Rodriguez	Commissioner/Primary City of Perris	City of Perris Councilmember Julio Rodriguez	P	951.581.6333	jrodriguez@cityofperris.org
Mike Soubirous	Commissioner/Primary City of Riverside	City of Riverside Riverside City Hall	P	951.826.5991	msoubirous@riversideca.gov
VACANT	Commissioner/Alternate City of Riverside		P		

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT

Executive Director and Board Roster

Exhibit D, Attachment II

CSD 188 New

Received by CSD:

Name:	Title/Position:	Address:	Sector:	Phone Number:	Email:
Helen Barnes	Commissioner/Primary Labor/Employment	2102 West Lincoln Banning, CA 92220	PR	951.675.4326	animalshelter@hotmail.com
Bill Perez	Commissioner/Alternate Labor/Employment	Riverside/San Bernardino B.C.T.C. 1074 E. La Cadena Drive Suite 15	PR	951.684.1040	btcbill@sbcglobal.net
Gail Ousley	Commissioner/Primary Social Services	United Way of the Inland Valleys 6215 Rivers Crest Dr. Suite B	PR	951.697.4711	gousley@uwiv.org
Vacant	Commissioner/Alternate Housing		PR		
Teresa Hunter	Commissioner/Primary District 1	2361 Prospect Avenue Riverside, CA 92507	L	951.313.4348	sohappy831@yahoo.com
Terri Vise	Commissioner/Primary Health Care	Neighborhood Healthcare Temecula 41840 Enterprise Circle North	PR	951.316.7293	terri.vise@nhcare.org
Shelagh Camak	Commissioner/Primary Education	Riverside Community College District Dean of Workforce Preparation	PR	951.222.8671	shelagh.camak@rcc.edu
Bruce Kulpa	Commissioner/Primary Housing	Riverside Housing Development Corporation 3985 University Avenue	PR	951.341.0170	kulpabruce@aol.com
Cynthia Quintero	Commissioner/Alternate City of Perris	City of Perris Community Services Department	P	951.657.7334	cquintero@cityofperris.org
Kerry Pendegast	Commissioner/Alternate Private Sector	President and CEO Premier Service Bank	PR	(951) 300-2280	kjp@premierservicebank.com
Vacant	Commissioner/Alternate District 2		L		

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
 Executive Director and Board Roster
 Exhibit D, Attachment II
 CSD 188 New

Received by CSD:

Name:	Title/Position:	Address:	Sector:	Phone Number:	Email:
Mary Morse	Commissioner/Alternate District 3	PO Box 2453 Idyllwild, CA 92549	L	951.634.4048	marymorse@humanrelationscouncil.com
Tiffany Baker	Commissioner/Alternate Private Sector	27262 Via Industria Temecula, CA 92590	PR	951.514.2939	tbaker@thempowermentcenterinc.com
Carole Schaudt	Commissioner/Alternate District 4	74-007 Oak Springs Drive Palm Desert, CA 92260	L	760.674.9780	carole@carole-schaudt.info

(2014 LIHEAP)

**Complete the form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)**

I2

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

(2014 LIHEAP)

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

EXHIBIT I
(Standard Agreement)

(2014 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.

6 mins

**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
to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Paul Jacobs

Address: _____
(only if follow-up mail response requested)

City: Temecula **Zip:** _____

Phone #: _____

Date: 1/28/14 **Agenda #** 3-6

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: _____

BOARD RULES

Requests to Address Board on "Agenda" Items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

Requests to Address Board on items that are "NOT" on the Agenda:

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES.

Power Point Presentations/Printed Material:

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please insure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

Individual Speaker Limits:

Individual speakers are limited to a maximum of three (3) minutes. Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. ***Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.***

Group/Organized Presentations:

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

Addressing the Board & Acknowledgement by Chairman:

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman may result in removal from the Board Chambers by Sheriff Deputies.

**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
to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Garry Grant

Address: _____
(only if follow-up mail response requested)

City: Perris **Zip:** _____

Phone #: _____

Date: 1/28/14 **Agenda #** 3-6

PLEASE STATE YOUR POSITION BELOW:

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

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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: Paul Jacobs

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