

FORM APPROVED COUNTY COUNSEL 3/2/15
 BY: GREGORY P. PRIAMOS DATE

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

133



FROM: Community Action Partnership of Riverside County

SUBMITTAL DATE:
 January 29, 2015

SUBJECT: Approve the 2015 #15B-3029 Low-Income Home Energy Assistance Program (LIHEAP) Agreement and Adopt Resolutions #2015-047 and #2015-049, Thirteen (13) months. Districts 1 – 5. [\$9,076,814] [LIHEAP]

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Approve and authorize the Chairman to sign the 2015 LIHEAP Agreement in the amount of \$ 9,076,814 for the term January 1, 2015 through January 31, 2016;
- 2) Adopt the attached Resolution #2015-047 as required by the Department of Community Services and Development (CSD);
- 3) Adopt the attached Resolution #2015-049 which allows the Executive Director of CAP to apply for, accept and administer future LIHEAP grants without prior Board approval; and
- 4) Approve and direct the Auditor Controller to adjust the budget as shown on the attached Schedule A.

Departmental Concurrence

Continue on Page 2

John Mooney
 John Mooney
 Interim Executive Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 3,008,900	\$ 6,067,914	\$ 9,076,814	\$ 0	Consent: <input type="checkbox"/> Policy: <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: 100% LIHEAP(Federal Funds) **Budget Adjustment:** Yes
For Fiscal Year: 14/15 & 15/16

C.E.O. RECOMMENDATION:

APPROVE
 BY: *Donna Shaw*
 Donna Shaw

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Benoit, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Benoit and Ashley
 Nays: None
 Absent: None
 Date: February 10, 2015
 xc: CAP, Auditor

Kecia Harper-Ihem
 Clerk of the Board
 By: *Kecia Harper-Ihem*
 Deputy

Prev. Agn. Ref.: 1/28/2014 (3-6) | District: ALL | Agenda Number:

3-8

FISCAL PROCEDURES APPROVED
 PAUL ANGLIO, CPA, AUDITOR-CONTROLLER
 BY: *Paul Anglio*
 Esteban Hernandez

- A-30
- Positions Added
- 4/5 Vote
- Change Order

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

FORM 11: Approve the 2015 #15B-3029 Low-Income Home Energy Assistance Program (LIHEAP)

Agreement and Adopt Resolutions #2015-047 and #2015-049, Thirteen (13) months. Districts 1 – 5.

[\$9,076,814][LIHEAP]

DATE: January 29, 2015

PAGE: Page 2 of 3

BACKGROUND:

Summary

The LIHEAP Agreement #15B-3029 in the amount of \$9,076,814 brings Federal funding to the County of Riverside for the term January 1, 2015 through January 31, 2016. CAP Riverside uses LIHEAP Program funding to assist low-income consumers with paying high energy bills, with repairing or replacing heating and cooling devices that contribute to high energy consumption, and with weatherizing their homes. The State of California Community Services Department distributes this contract to CAP Riverside annually in December for the following calendar year. The contracts seldom vary significantly from year to year. CAP Riverside is requesting delegated authority from the Board to sign future LIHEAP contracts and accept the funding to prevent delays in getting services to the community caused by the late release of these contracts.

Impact on Citizens and Businesses

The LIHEAP program provides utility payment assistance and installation of energy conservation measures designed to reduce energy costs and make homes safer and healthier for low-income households. The LIHEAP program also provides employment opportunities through the use of local sub-contractors and helps reduce carbon emissions through the repair and/or replacement of inefficient or malfunctioning appliances, windows, HVAC systems and other qualified improvements.

SUPPLEMENTAL:

Additional Fiscal Information

No County General Funds will be required.

ATTACHMENTS:

Schedule A

Resolution

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

FORM 11: Approve the 2015 #15B-3029 Low-Income Home Energy Assistance Program (LIHEAP)

Agreement and Adopt Resolutions #2015-047 and #2015-049, Thirteen (13) months. Districts 1 – 5.

[\$9,076,814][LIHEAP]

DATE: January 29, 2015

PAGE: Page 3 of 3

SCHEDULE A

Community Action Partnership of Riverside County

Budget Adjustment

Fiscal Year 2014/2015

INCREASE IN ESTIMATED REVENUES:

CAARC-21050-5200200000-767220	Fed Other Operating Grants	\$3,008,900
-------------------------------	----------------------------	-------------

INCREASE IN APPROPRIATIONS

CAARC-21050-5200200000-510040	Regular Salaries	1,113,000
CAARC-21050-5200200000-510320	Temporary Salaries	97,000
CAARC-21050-5200200000-518180	Other Post-Employment Benefits	417,000
CAARC-21050-5200200000-520115	Uniforms-Replacement Clothing	1,700
CAARC-21050-5200200000-520200	Communications	12,000
CAARC-21050-5200200000-520930	Insurance-Liability	3,000
CAARC-21050-5200200000-521360	Maint-Computer Equip	6,700
CAARC-21050-5200200000-521380	Maint-Copier Machines	8,300
CAARC-21050-5200200000-521640	Maint-Software	1,000
CAARC-21050-5200200000-522310	Maint-Building and Improvement	5,000
CAARC-21050-5200200000-523100	Memberships	1,000
CAARC-21050-5200200000-523700	Office Supplies	10,000
CAARC-21050-5200200000-523760	Postage-Mailing	5,000
CAARC-21050-5200200000-525080	Temp Assist Pool Svcs	15,000
CAARC-21050-5200200000-525440	Professional Services	6,700
CAARC-21050-5200200000-526700	Rent-Lease Bldgs	23,000
CAARC-21050-5200200000-526910	Field Equipment-Non Assets	24,000
CAARC-21050-5200200000-527840	Training-Education/Tuition	14,000
CAARC-21050-5200200000-528920	Car Pool Expense	1,100
CAARC-21050-5200200000-536240	Other Contract Agencies	1,210,000
CAARC-21050-5200200000-536840	Interfnd Exp-Co Support Svc	13,000
CAARC-21050-5200200000-537020	Interfnd Exp-Legal Services	3,000
CAARC-21050-5200200000-537090	Interfnd Exp-Personnel Svcs	10,000
CAARC-21050-5200200000-537240	Interfnd Exp-Utilities	8,400

TOTAL	\$3,008,900
-------	-------------

1 **RESOLUTION # 2015 - 047**

2 **For the**
3 **2015 Low-Income Home Energy Assistance Program**
4 **Agreement #15B-3029**

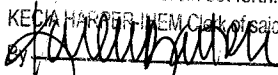
5
6 **BE IT RESOLVED** by the Board of Supervisors of the County of Riverside,
7 State of California, in regular session assembled on February 10, 2015, that the Board
8 of Supervisors approves the 2015 Low-Income Home Energy Assistance Program
9 (LIHEAP) Agreement #15B-3029 with the State of California, Department of Community
10 Services and Development, and authorizes:

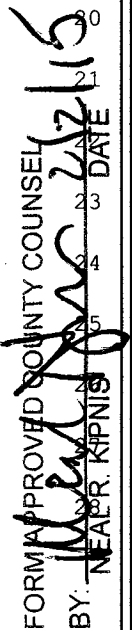
- 11
12 1. The Chairman of the Board or designee to sign the 2015 LIHEAP Agreement
13 #15B-3029 in the amount of \$9,076,814 for the term January 1, 2015
14 through January 31, 2016;
- 15
16 2. The Executive Director of Community Action Partnership of Riverside County
17 to administer the program and sign all certifications, assurances, exhibits,
18 and reports made under the 2015 LIHEAP Agreement #15F-3029;
- 19
20 3. The Executive Director of Community Action Partnership of Riverside County
21 may sign amendments and extensions to the Agreement, as approved by
22 County Counsel; and
- 23
24 4. Approve and direct Auditor and Controller to adjust the budget as identified
25 in the attached Schedule A.

ROLL CALL:

Ayes: Jeffries, Tavaglione, Benoit and Ashley
Nays: None
Absent: None

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

KECIA HARPER-HEM, Clerk of said Board
By:  Deputy

FORM APPROVED COUNTY COUNSEL
BY:  NEAL R. KIPNIS DATE: 2/12/15

2
3 RESOLUTION NO. 2015-049

4 RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE
5 AUTHORIZING THE COMMUNITY ACTION PARTNERSHIP EXECUTIVE DIRECTOR TO
6 APPLY FOR AND ACCEPT GRANTS FOR
7 THE LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM
8

9 WHEREAS, the Board of Supervisors has given to the Community Action Partnership ("CAP")
10 responsibility for management and administration of the Low-Income Home Energy Assistance Program
11 ("Program") with the State Department of Community Services and Development;

12 WHEREAS, the Program annually provides CAP with significant grant funds that must be spent
13 promptly and strictly in accordance with Program requirements;

14 WHEREAS, in order to facilitate award and acceptance of Program grants and assure that
15 maximum funds are available for the benefit of County residents.

16
17 BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of Riverside, State
18 of California, in regular session assembled on February 10, 2015, as follows,;

- 19 1. The Executive Director for the Community Action Partnership is authorized to, annually and
20 throughout each year, apply for and accept grants for the Low-Income Home Energy Assistance
21 Program ("Program") on behalf of the County of Riverside. This authority shall include signature
22 of necessary grant acceptance documents, agreements, amendments (that increase or otherwise
23 modify the grant) and related documents required to secure and continue the grant for the
24 County. Agreements and amendments shall be approved by County Counsel.
25 2. The Executive Director shall administer the Program and sign all certifications, assurances,
26 exhibits, reports or similar documents made or required under the Program.
27

28
APPROVED BY COUNTY COUNSEL
[Signature]
DATE
KEAL R. KIPNIS

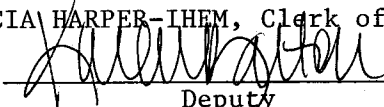
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- 3. The Executive Director shall promptly report to the Board: all grants received and grant funding changes for budget and Auditor-Controller purposes; and any material changes or significant new developments in the Program.
- 4. This Resolution shall take effect immediately upon its adoption.

ROLL CALL:

Ayes: Jeffries, Tavaglione, Benoit and Ashley
Nays: None
Absent: None

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

KECIA HARPER-IHEM, Clerk of said Board
By 
Deputy

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
 to Riverside County Clerk of the Board, Stop 1010
 Post Office Box 1147, Riverside, Ca 92502-1147
 Thank you.

AGREEMENT NUMBER 15B-3029	AMENDMENT NUMBER 0
REGISTRATION NUMBER	

- This Agreement is entered into between the State Agency and the Contractor named below
 STATE AGENCY'S NAME
Department of Community Services and Development
 CONTRACTOR'S NAME
Community Action Partnership of Riverside County
- The term of this Agreement is: **January 1, 2015 through January 31, 2016**
- The maximum amount of this Agreement is: **Total \$ 9,076,814.00**
- The parties agree to comply with the terms and conditions of the following exhibits that are by this reference made a part of the Agreement:
 Part I
 Preamble
 Article 1 - Scope of Work
 Article 2 - Contract Construction, Administration, Procedure

- Part II*
- Subpart A - Administrative Requirements*
 - Subpart B - Financial Requirements*
 - Subpart C - Programmatic Requirements*
 - Subpart D - Compliance Requirements*
 - Subpart E - Certification and Assurances*
 - Subpart F - State Contracting Requirements (GTC 610)*
 - Subpart G - Definitions*
 - Subpart H - Table of Forms*

ATTEST:
 KECIA HARRER-HEM, Clerk
 By [Signature]
 DEPUTY

Items shown with an Asterisk (*) are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be accessed at <https://providers.csd.ca.gov/>.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) Community Action Partnership of Riverside County		"I hereby certify that all conditions for exemption have been complied with, and this document is exempt from the Department of General Services approval." <input type="checkbox"/> Exempt per _____
BY (Authorized Signature) <u>[Signature]</u>	DATE SIGNED (Do not type) 2/10/15	
PRINTED NAME AND TITLE OF PERSON SIGNING MARION ASHLEY CHAIRMAN, BOARD OF SUPERVISORS		
ADDRESS 2038 Iowa Ave, Suite B-102, Riverside, CA 92507		
STATE OF CALIFORNIA		
AGENCY NAME Department of Community Services and Development		
BY (Authorized Signature) <u>[Signature]</u>	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Cindy Halverstadt, Deputy Director, Administrative Services		
ADDRESS 2389 Gateway Oaks Drive, Suite 100, Sacramento, California 95833		

FORM APPROVED BY COUNTY COUNSEL
 DATE
 BY: NEAL R. KIPNIS

STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT

Contents

PART I1
PREAMBLE1
ARTICLE 1 – SCOPE OF WORK1
 1.1 General1
 1.2 Service Area1
 1.3 Contract Amount2
 1.4 Service Area Expenditure Requirements2
 1.5 Program Authorities – Requirements, Standards and Guidance2
**ARTICLE 2 – CONTRACT CONSTRUCTION, ADMINISTRATION,
PROCEDURE**6
 2.1 Base Contract and Whole Agreement6
 2.2 State Contracting Requirements – “General Terms and Conditions,
 GTC 610”7
 2.3 Contractor’s Option of Termination7
 2.4 Budget Contingencies8
 2.5 Miscellaneous Provisions9
PART II11
SUBPART A – ADMINISTRATIVE REQUIREMENTS11
ARTICLE 3 – AGREEMENT CHANGES11
 3.1 Amendment11
 3.2 Minor Modifications11
ARTICLE 4 – ADMINISTRATIVE POLICIES AND PROCEDURES12
 4.1 Board Roster, By Laws, Resolution, and Minutes12
 4.2 Internal Controls Requirements13
 4.3 Record Maintenance Requirements13
 4.4 Insurance and Fidelity Bond14
 4.5 System Security Requirements16
 4.6 Travel and per diem19

**STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT**

4.7 Codes of Conduct19

4.8 Conflict of Interest.....20

4.9 Procurement.....21

4.10 Subcontracts (CSD).....23

4.11 Complaint Management Policies and Procedures.....24

4.12 Fair Hearing Process for Applications for Denial of Benefits by
Contractor:.....25

SUBPART B – FINANCIAL REQUIREMENTS27

**ARTICLE 5 – ADMINISTRATIVE AND PROGRAM EXPENDITURES
REQUIREMENTS.....27**

5.1 Budget Guidelines27

5.2 Utility Assistance Expenditure Requirements29

5.3 Working Capital Advance and Major Purchase Advances30

5.4 Program Income34

5.5 Allowable Costs35

5.6 Service Area Expenditures Requirements.....42

5.7 Reimbursement Guidelines44

ARTICLE 6 – REPORTING POLICIES AND PROCEDURES55

6.1 Reporting Requirements.....55

SUBPART C – PROGRAMMATIC REQUIREMENTS.....58

ARTICLE 7 – PROGRAM POLICIES AND PROCEDURES.....58

7.1 LIHEAP Agency Local Plan58

7.2 Program Standards and Regulatory Requirements58

7.3 Prioritization of Services61

7.4 Service Priority Guidelines61

7.5 Outreach and Intake Activity Guidelines62

7.6 Assurance 16 Activity Guidelines.....63

7.7 Leveraging Activities65

7.8 Record-Keeping Responsibilities.....66

ARTICLE 8 – PROGRAM IMPLEMENTATION72

STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT

8.1 HEAP/WPO Activity Guidelines72

8.2 Weatherization Activity Guidelines73

8.3 Energy Crisis Intervention Program (ECIP) Services Activity
Guidelines86

8.4 Severe Weather Energy Assistance and Transportation Services
(SWEATS) Activity Guidelines92

8.5 Quality Assurance93

ARTICLE 9 – TRAINING, LICENSING AND CERTIFICATIONS98

9.1 Training Requirements98

9.2 Contractor Licensing102

9.3 Special Licensing - Weatherization102

9.4 Environmental Protection Agency (EPA) Certifications102

SUBPART D – COMPLIANCE REQUIREMENTS104

ARTICLE 10 – COMPLIANCE POLICIES AND PROCEDURES104

10.1 Right to Monitor, Audit, and Investigate104

10.2 Auditing Standards and Reports104

10.3 Compliance Monitoring106

10.4 Enforcement Process - Noncompliance with Requirement of this
Agreement109

10.5 Expenditure and Production Performance Requirements114

SUBPART E – CERTIFICATIONS AND ASSURANCES117

ARTICLE 11 – FEDERAL AND STATE POLICY PROVISIONS117

11.1 Certifications117

11.2 Provisions for Federally Funded Grants117

11.3 Federal Certifications Regarding Debarment, Suspension, and Related
Matters118

11.4 Affirmative Action Compliance119

11.5 Nondiscrimination Compliance120

11.6 Contractor Fair Hearing - Civil Rights Act Violation120

**STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT**

11.7 Specific Assurances.....121
SUBPART F – STATE CONTRACTING REQUIREMENTS GTC 610.....123
ARTICLE 12 – GENERAL TERMS AND CONDITIONS GTC 610.....123
SUBPART G – DEFINITIONS128
SUBPART H – TABLE OF FORMS141

**STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT**

PART I

PREAMBLE

This subvention agreement, for the implementation of the Low-Income Home Energy Assistance Program (LIHEAP) in program year 2015 (“Agreement”), is entered into between the Department of Community Services and Development (“CSD” or “Department”) and the contractor named on Form STD 213, the face sheet of this document (“Contractor”), and shall be enforceable on the date last signed.

NOW THEREFORE, in consideration of the promises and of the mutual agreements and covenants hereinafter set forth, the CSD and Contractor hereby agree as follows:

ARTICLE 1 – SCOPE OF WORK

1.1 General

- A. Contractor shall provide Weatherization (WX) assistance, Home Energy Assistance Program (HEAP) assistance, and Energy Crisis Intervention Program (ECIP) assistance to eligible participants residing in the service area described in Section 1.2, pursuant to Title 42 of the United States Code (USC) Section 8621 et seq. (the Low-Income Home Energy Assistance Act of 1981, as amended) and Government Code Section 16367.5 et seq., as amended. Unless otherwise specified in the Contractor’s LIHEAP Agency Plan elsewhere in this Agreement, Contractor shall make its services and activities available to the low-income community within its service area throughout the entire term of this Agreement. Contractor shall ensure that the highest level of assistance will be furnished to those households which have the lowest incomes and the highest energy costs or needs in relation to income, and that the services and activities funded by this Agreement shall also meet all other assurances specified at 42 U.S.C. § 8624.
- B. The LIHEAP Catalog of Federal Domestic Assistance number is 93.568. Award is made available through the United States Department of Health and Human Services.

1.2 Service Area

- A. The services shall be performed in the Service Territory comprised of the following service area(s) :

See Part II, Subpart H. The 2015 LIHEAP Numbers, Contractors, and Service Territories listing may be accessed at <http://providers.csd.ca.gov>.

**STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT**

- B. Contractors that provide services in Los Angeles and San Diego counties shall refer to the ZIP Codes listing located at <http://providers.csd.ca.gov> to determine the zip codes for their respective area.

1.3 Contract Amount

- A. The contract amount as represented on the face sheet (Form STD 213) of this Agreement consists of Contractor's total allocation to include the "Direct Services" (formerly "consideration") and "Utility Assistance" (formerly "non-consideration") portions attributable to Contractor's service area(s).
- B. Direct Services and Utility Assistance, as defined in Part II, Subpart G that are allocated to Contractor, shall be expended, reported and accounted for in accordance with the provisions of this Agreement at Part II, Subpart B – Financial Requirements.

1.4 Service Area Expenditure Requirements

Contractor shall be subject to special expenditure requirements as provided in Article 5, Section 5.6 of Part II, if any of the following pertain:

- A. This Agreement involves funding for LIHEAP services provided by Contractor in multiple counties or service areas; or
- B. Contractor has additional agreements with CSD for the provision of LIHEAP or Department of Energy, Weatherization Assistance Program (DOE WAP) services in counties or service areas other than the county or service area to which this Agreement applies.

1.5 Program Authorities – Requirements, Standards and Guidance

- A. All services and activities are to be provided in accordance with applicable federal, state, and local laws and regulations, and as those laws and regulations may be amended from time to time, including but not limited to, the following:
 - 1. The Low-Income Home Energy Assistance Program Act of 1981, 42 U.S.C. §§ 8621 et seq., and 45 Code of Federal Regulation (CFR) Part 96;
 - 2. The California Government Code §§ 16367.5 et seq., as amended, and Title 22, California Code of Regulations (CCR), §§ 100800 et seq.; and

Article 1 – Scope Of Work

**STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT**

3. The Single Audit Act, 31 U.S.C. §§ 7301 et seq., and Office of Management and Budget (OMB) Circular A-133 and its appendices and supplements, except as otherwise provided in this Agreement.
- B. Contractor shall comply with all of the requirements, standards, and guidelines contained in the authorities listed below, as they may be amended from time to time, with respect to procurement, administrative, and other costs claimed under this Agreement, including those costs incurred pursuant to subcontracts executed by Contractor, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the requirements, standards, or guidelines directly conflict with any State law or regulation at Government Code §16367.5 et seq. or 22 CCR §100800 et seq., or any provision of this Agreement, then that law or regulation or provision shall apply, unless, under specified circumstances, a provision of federal law applicable to block grants, such as 45 CFR 96.30, allows for the application of state law.
1. OMB Circular A-102 (Common Rule for State and Local Governments), as codified by the Department of Health and Human Services (HHS) at 45 CFR Part 92;
 2. OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations), as codified by HHS at 45 CFR Part 74;
 3. OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments) as codified at 2 CFR Part 225;
 4. OMB Circular A-122 (Cost Principles for Non-Profit Organizations) as codified at 2 CFR Part 230.
 5. Contractor further agrees to abide by all requirements in California Contractor Certification Clauses 307 (CCC-307).
- C. CSD shall provide Contractor with specific program guidance which shall be binding on the Contractor as a condition of the Contractor's participation in the LIHEAP program, and as a condition of receipt of funds under the program, PROVIDED:
1. That such guidance shall be issued by CSD in writing in the form of "CSD Program Notice (CPN) No. XX-XX" posted at <https://providers.csd.ca.gov>.
 2. That such guidance shall be issued by CSD in the most timely and expeditious manner practicable;

STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT

3. That such guidance shall be reasonably necessary to realize the purposes of LIHEAP;
 4. That major and material changes in the program and/or requirements which substantially affect the Contractor's and/or CSD's ability to fulfill their obligations or otherwise serve to create a substantial hardship on either the Contractor or CSD shall be subject to an amendment to this Agreement;
 5. That the parties' failure to execute a mutually acceptable amendment, as contemplated in subparagraph C 4, in a reasonable period of time, shall result in this Agreement being without force and effect subject only to such provisions contained herein as are intended to survive the Agreement in accordance with the express and implied provisions of applicable federal and state law; and
 6. That upon CSD's good faith determination, delivered to the Contractor by written notice that Agreement between the parties to any necessary amendment as contemplated in subparagraph C 4 cannot be achieved, then this contract shall be "closed out" and the funds disposed in accordance with established CSD procedure and policy and as required under federal and state law.
- D. The federal and state laws, regulations and other authorities referenced in this Section are hereby incorporated by reference into this Agreement. Copies may be accessed for reference at www.csd.ca.gov.
- E. Contract Elements Integral to Agreement
1. Contractor's Local Plan and the applicable portion(s) of the forms listed below (i.e. those portions concerning Direct Program Services or Utility Assistance, or both) are integral to this Agreement.
 - a. Agency Local Plan (referenced in Part II, Article 7.1)
 - b. LIHEAP Weatherization Budget, CSD 557D (referenced in Part II, Article 5.1)
 - c. LIHEAP EHA-16 Program Budget, CSD 537E (referenced in Part II, Article 5.1)
 - d. LIHEAP Performance and Expenditure Benchmark, CSD 622 (referenced in Part II, Article 10.5)

**STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT**

- e. Certification Regarding Lobbying/Disclosure of Lobbying Activities
 - f. Executive Director and Board Roster (CSD 188)
 - g. Federal Funding Accountability and Transparency Act Report (CSD 279)
2. The Plan and forms must be completed by Contractor before CSD will execute the Agreement and Contractor is authorized to commence work. CSD will not forbear from executing this Agreement pending its own review and final approval of Contractor's submission, provided Contractor acts in good faith to rectify any outstanding issues associated with the Plan or forms. The approved Plan and forms shall become part of this Agreement.
- F. Contractor's signature affixed hereon shall constitute a certification that to the best of Contractor's ability and knowledge it will, unless exempted, comply with the provisions set forth in Part II, Article 11, Section 11.1, "Certifications" of this Agreement.

**STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT**

**ARTICLE 2 – CONTRACT CONSTRUCTION, ADMINISTRATION,
PROCEDURE**

2.1 Base Contract and Whole Agreement

- A. This Agreement consists of two parts, which together constitute the whole agreement between CSD and Contractor.
- B. Part I is the “Base Contract” which consists of the following:
 - 1. The face sheet (Form STD 213) which specifies:
 - a. the parties to the Agreement;
 - b. the term of the Agreement;
 - c. the maximum dollar amount of the Agreement; and
 - d. the authorized signatures and dates of execution.
 - 2. The Preamble, Article 1 and Article 2
 - 3. Zip Code Cross-Reference, if Contractor’s Service Area is defined in whole or in part by ZIP Codes.
- C. Part II consists of the “Administrative and Programmatic Provisions” which are comprised of Subparts A through H, including specified requirements, obligations, provisions, procedures, guidance, forms and technical materials, necessary for program implementation.
- D. Agreed upon Contract Execution Provisions and Procedures
 - 1. Only Part I, the Base Contract, will be exchanged by the parties for execution with original signatures, fully executed copies being retained by each party.
 - 2. Part II, Administrative and Programmatic Provisions is hereby incorporated by reference into this Agreement, is an essential part of the whole Agreement, and is fully binding on the parties.
 - 3. CSD shall maintain a certified date-stamped “hard copy” of Part II for inspection by Contractor during normal business hours, as well as a date-stamped, edit restricted, version of Part II on CSD’s “Provider Website,” which may be accessed by Contractor, “down-loaded” and printed at Contractor’s option.
 - 4. Neither Part I nor Part II of this Agreement may be changed or altered by any

Article 2 – Contract Construction, Administration, Procedure

**STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT**

party, except by a formal written, fully executed amendment, or as provided in paragraph C 4 of Section 1.5 with respect to program guidance, or as provided Section 3.2 of Part II, Subpart A, Article 3, with respect to minor modifications. Upon such amendment of any provision of Part II, the amended version shall be date-stamped and locked-down until such time as a subsequent Agreement or amendment is executed by the parties.

2.2 State Contracting Requirements – “General Terms and Conditions, GTC 610”

In accordance with State contracting requirements, specified contracting terms and conditions are made a part of this agreement. The provisions in their entirety, previously located in Exhibit C of the Standard LIHEAP contract, are now found in Part II, Subpart F of this Agreement and are fully binding on the parties in accordance with state law.

2.3 Contractor’s Option of Termination

- A. Notwithstanding the provisions of paragraph C of Section 1.5, Contractor may, at Contractor’s sole option, elect to terminate this contract in lieu of adherence to the procedures set out in paragraph C of section 1.5, should Contractor determine that any subsequent program guidance or proposed amendment to the contract is unjustifiably onerous or otherwise inimical to Contractor’s legitimate business interests and ability to implement the contract in an effective and reasonable manner, PROVIDED:
1. Such notice of termination is in writing and will be effective 30 days after receipt by CSD, delivered by U.S. Certified Mail, Return Receipt Requested.
 2. Notice contains a statement of the reasons for termination with reference to the specific provision(s) in the program guidance or proposed amendment in question.
- B. Contractor shall be entitled to reimbursement for all allowable costs incurred prior to termination of the contract. Such reimbursement shall be in accordance with the program guidance and contract provisions in effect at the time the cost was incurred.
- C. Contractor shall, within 60 days of termination, closeout the contract in accordance with contractual closeout procedures.
- D. CSD may at its option procure a temporary replacement provider, and may at its option, designate a permanent replacement provider for Contractor’s service area in accordance with federal and state law.

**STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT**

2.4 Budget Contingencies

A. State Budget Contingency

1. It is mutually agreed that if funds are not appropriated for implementation of LIHEAP through the State budget process or otherwise, whether in the current year and/or any subsequent year covered by this Agreement, this Agreement shall be of no further force and effect. Upon written notice to Contractor by CSD that no funds are available for contract implementation, the Agreement shall be terminated and the State shall have no obligation to pay Contractor or to furnish other consideration under this Agreement and Contractor shall not be obligated for performance.
2. If program funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, the State shall at its sole discretion have the option either to terminate this Agreement upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract closeout obligations and final settlement.

B. Federal Budget Contingency

1. The parties agree that because of uncertainty in the federal budget process, this Agreement may be executed before the availability and amounts of federal funding can be ascertained, in order to minimize delays in the provision of services and the distribution of funds. The parties further agree that the obligations of the parties under this Agreement are expressly contingent on adequate funding being made available to the State by the United States Government.
2. If federal funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, the State shall at its sole discretion have the option either to terminate this Agreement upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract closeout obligations and final settlement.

**STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT**

3. If federal funding authorities condition funding on any obligations, restrictions, limitations, or conditions not existent when this Agreement was executed, this Agreement shall be amended by mutual agreement for compliance with such obligations, restrictions, limitations or conditions. Failure of the parties to reach agreement on such amendment shall render this Agreement without force and effect.
4. Subject to the provisions of subparagraph B 2, CSD shall authorize expenditures of funds under this Agreement based on any Continuing Resolution appropriations that are adequate for the purpose. CSD shall notify the Contractor in writing of authorized interval funding levels.

2.5 Miscellaneous Provisions

- A. **Assignment.** Neither this Agreement nor any of the rights, interests, or obligations under this Agreement shall be assigned by any party without the prior written consent of the other parties, except in the case where responsibility for program implementation and oversight may be transferred by the State to another State agency. In the event of such transfer, this Agreement is binding on the agency to which the program is assigned.
- B. **Merger/Entire Agreement.** This Agreement (including the attachments, documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.
- C. **Severability.** If any provision of this Agreement be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired and shall remain in full force and effect.
- D. **Notices.** Unless otherwise provided herein, notice given by the parties shall be in writing, delivered personally, by United States mail, or by overnight delivery service (with confirmation). Certain reporting and other communications may be delivered electronically as specified by CSD or as is customary between the parties. Notice shall be delivered as follows:
 1. To Contractor's address of record; and
 2. To CSD at:

**STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT**

Department of Community Services and Development
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT

PART II

SUBPART A – ADMINISTRATIVE REQUIREMENTS

ARTICLE 3 – AGREEMENT CHANGES

3.1 Amendment

- A. Changes to this Agreement shall be made by formal amendment with exceptions specified in subparagraph D 4 of Section 2.1, Article 2 of Part I and in Section 3.2, below.
- B. Contractor shall notify CSD in writing when any proposed amendment or change will significantly impact Contractor's Program Budget and/or Operations. CSD will afford Contractor a reasonable opportunity and sufficient time periods in which to phase-in the mandated change.

3.2 Minor Modifications

- A. Contractor may request modifications to make minor adjustments during the contract term. Minor Modifications shall not affect the Maximum Amount payable under this Agreement.
- B. Minor Modifications shall not alter the maximum limits established for specific budget line items, i.e., administrative costs, Assurance 16, intake, outreach, and training and technical assistance costs, except as otherwise provided herein.
- C. Allowable modifications to this Agreement include the minor budget modifications and expenditure requirements, specified in Article 5.

**STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT**

ARTICLE 4 – ADMINISTRATIVE POLICIES AND PROCEDURES

4.1 Board Roster, By Laws, Resolution, and Minutes

- A. Upon execution of this Agreement, Contractor shall submit to CSD a Board Roster form (CSD 188) listing the current roster of members of its governing board, including contact information for each board member at a location other than the Contractor's offices, and the most recent version of the organizational bylaws. A link to the CSD 188 form is listed in Subpart H. If Contractor is a nonprofit or public entity that qualifies as an eligible entity under the federal CSBG Act, then Contractor shall instead submit a CSD 188, including contact information of the tripartite board. Contractor is responsible to notify CSD of any changes to the board roster within thirty (30) days of such occurrence.
- B. Contractor's governing board must authorize the execution of this Agreement. Contractor has the option of demonstrating such authority by the signature of a Board member, affixed to the signature page of Part I, or by any lawful delegation of such authority that is consistent with Contractor's bylaws, the documentation of which has been communicated to CSD.
- C. Where Contractor elects to delegate the signing authority to the chief executive officer or designated officials, CSD will accept either a resolution specific to this Agreement or a resolution passed by the governing board that applies to any CSD program contract or amendment. Where Contractor provides a general resolution, Contractor shall maintain documentation that the chief executive officer provided timely and effective communication of the execution and terms of this Agreement to the Board. Either a specific or current general resolution must be on file with CSD before execution of this Agreement by CSD.
- D. Contractor shall submit to CSD the minutes from regularly scheduled meetings of the governing board and/or tripartite board no later than 30 days after the minutes are approved. Regularly scheduled meetings shall be conducted in accordance with the board's bylaws.
- E. If the Contractor's board is both tripartite and advisory to the elected members governing a local government, the Contractor shall submit to CSD the approved minutes from any meeting of the elected officials where matters relating to this Agreement are heard, including but not limited to discussions about or decisions affecting the Low-Income Home Energy Assistance Program. Such minutes shall be submitted to CSD no later than 30 days after the related meeting.

STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT

4.2 Internal Controls Requirements

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

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

4.3 Record Maintenance Requirements

- 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 or until resolution of all related audit or monitoring findings, enforcement actions, including cost disallowance, legal proceedings or other pending matters, whichever is later.
- C. Contractor shall retain and secure all employee and client/applicant records and information in 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,

Article 4 – Administrative Policies and Procedures

**STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT**

secure technology in order to avoid unauthorized access, permanent loss or destruction, occasioned by theft, accident, willful acts or negligence, or by fire, flood, earthquake or other natural disaster.

4.4 Insurance and Fidelity Bond

A. General Requirements

1. Contractor agrees that the required insurance policies and bonds, specified below, shall be in effect at all times during the term of this Agreement.
2. Contractor shall provide the State with written notice at least 30 calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Agreement and, prior to any lapse or reduction in coverage, provide CSD with documentation, as specified in subparagraph 3. showing substitute coverage has been obtained or alternative measures have been taken to ensure compliance with the requirements of this Agreement.
3. In the event said insurance coverage expires during the term of this Agreement, Contractor agrees to provide, at least 30 calendar days prior to said expiration date, a new Certificate of Insurance (ACORD 25) evidencing insurance coverage as provided herein for not less than the remainder of the term of this Agreement. The Certificate of Insurance (ACORD 25) shall identify and name the State as the Certificate Holder.
4. New Certificates of Insurance are subject to review for content and form by CSD.
5. In the event Contractor fails to keep in effect at all times the specified insurance and bond coverage as herein provided, the State may, in addition to any other remedies it may have, suspend this Agreement.
6. With the exception of workers' compensation and fidelity bond, the State shall be named as additional insured on all certificates of insurance required under this Agreement.
7. The issuance of other CSD contracts, as well as reimbursement payments, to the Contractor may be suspended until evidence of the required current insurance coverage has been submitted to CSD.
8. Should Contractor utilize a subcontractor(s) to provide services under this Agreement, Contractor shall indemnify and hold the State harmless against any liability incurred by that subcontractor(s).

Article 4 – Administrative Policies and Procedures

**STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT**

B. Self-Insurance

1. When Contractor is a self-insured governmental entity, the State, upon receipt of satisfactory proof of the entity's self-insurance authority, may waive the insurance requirements. A duly authorized county or city risk manager shall provide signed certification of the governmental entity's ability to cover any potential losses under this Agreement.
2. Governmental contractors shall specify in writing a list of which coverage(s) will be self-insured under this Agreement and shall list all applicable policy numbers, expiration dates, and coverage amounts for coverage which is not self-insured.
3. If a governmental contractor's self-insurance coverage does not contain any changes from the prior year, CSD will accept a certified letter signed by authorized personnel, stating that no changes have occurred from the previous year. This letter is due at the time of contract execution or within 30 days of coverage.

C. Workers' Compensation Insurance

1. During the term of this Agreement Contractor shall maintain legally sufficient workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.
2. Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD either a Certificate of Insurance (ACORD 25) or a Certificate of Consent to Self-Insure, issued by the Director of the Department of Industrial Relations, as evidence of compliance with the workers' compensation insurance requirement.

D. Commercial or Government Crime Coverage (Fidelity Bond)

1. Contractor shall maintain commercial crime coverage. If Contractor is a public entity that elects to self-insure, Contractor shall make provision for adequate coverage to insure against crime risks. The commercial crime policy or government crime self-insurance coverage (hereinafter "fidelity bond") shall include the following coverage or the substantial equivalent: Employee Dishonesty/Theft, Forgery or Alteration, and Computer Fraud.

**STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT**

2. Contractor's fidelity bond coverage limits shall not be less than a minimum amount of four percent (4%) of the total amount of Direct Services set forth under his agreement.
3. Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD an appropriate Certificate of Insurance (ACORD 25) as evidence of compliance with the fidelity bond requirement.

E. General Liability Insurance

1. Contractor shall maintain during the term of this Agreement general liability and property damage insurance for a combined single limit of not less than \$500,000 per occurrence.
2. Contractor will not be paid an advance or any reimbursement of expenses unless it shall first submit to CSD an applicable Certificate of Insurance (ACORD 25), naming the Department of Community Services and Development as an additional insured as evidence of compliance with general liability insurance requirements.

F. Vehicle Insurance

1. Contractor maintain for the term of this Agreement vehicle insurance in the amount of \$500,000 for each person and each accident for bodily injury and in the amount of \$500,000 for each person and each accident for property damage.
2. When employees use their own vehicles to perform duties within the scope of their employment, Contractor shall have and maintain for the term of this Agreement non-owned and hired-auto liability insurance in the amount of \$500,000 for each person and each accident for bodily injury and \$500,000 for each person and each accident for property damage. (Driving to and from work shall not be considered to be within the scope of employment.)
3. Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted an applicable Certificate of Insurance (ACORD 25), designating CSD as an additional insured, to the State as evidence of compliance with the stated vehicle insurance requirements.

4.5 System Security Requirements

Article 4 – Administrative Policies and Procedures

**STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT**

Contractor shall, in cooperation with CSD, institute measures, procedures, and protocols designed to ensure the security of data and to protect information in accordance with California State Administrative Manual (SAM) Section 5310, Item 4, and such other State and Federal laws and regulations as may apply. The parties hereto agree to the following requirements, obligations, and standards:

A. General Information/Data Description

The interconnection between CSD and Contractor is a two-way data exchange. The purpose of the data exchange or direct input is to deliver application records for payment processing or contract activity reimbursement.

B. Services Offered

Data exchange between CSD and Contractor shall be handled through either of two methods: 1) a Contractor user must authenticate to upload data files in a secure socket layer connection; or 2) a secure user interface that is only available to Contractor users with a unique software authentication to see the login window and also a secure tunnel between CSD and the Contractor user.

C. Data Sensitivity

1. The sensitivity of data exchanged between CSD and Contractor may vary from sensitive to personal or confidential because of personal data such as social security numbers to private data, e.g., family income level, family member name, etc. No personal financial information, i.e., credit card, bank account numbers, shall be stored or exchanged in the data exchange sessions.
2. Appropriate levels of confidentiality for the data shall be based on established data classification (see SAM Section 5320.5).
3. To the extent Contractor utilizes tablet or other internet-based or mobile devices for client intake and application purposes (“Electronic Intake”) in lieu of paper forms and documents, Contractor shall comply with all federal and state information security requirements and with such guidance and protocols as CSD may from time to time issue for the purpose of ensuring the integrity of Electronic Intake, including, but not limited to, the use of electronic signatures, data privacy, security, transfer and retention requirements.

D. Information Exchange Security

**STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT**

1. The security of the information being passed on this primary two-way connection shall be protected through the use of encryption software. The connections at each end shall be secured plus the physical location the application systems shall be within a controlled access facilities. Individual users may not have access to the data except through their systems security software that is logged in detail or controlled. All access will be controlled by authentication methods to validate the approved users.
2. Standards for secure transmission may be accomplished through such means as certificates, secure socket layer, etc., and storage of the data with encryption, if applicable.
3. Both CSD and Contractor shall maintain security patches and anti-virus software updates.

E. Trusted Behavior Expectations

CSD's application system and users shall protect Contractor's application system/data, and the Contractor's application system and users shall protect CSD's application system/data, in accordance with the Privacy Act and Trade Secrets Act (18 U.S. Code 1905) and the Unauthorized Access Act (18 U.S. Code 2701 and 2710).

F. Formal Security Guidelines

CSD's Computer Security Policy and Contractor's policy and procedures for internal controls shall conform to the standards and obligations for the protection of data established herein and shall ensure their implementation.

G. Incident Reporting

Any party discovering a security incident shall report it in accordance with its incident reporting procedures. Contractor shall within 24 hours of discovery report to CSD any security incident contemplated herein. Policy governing the reporting of Security Incidents is detailed in section D 2 – L of the SAM Management Memorandum entitled, "Safeguarding Against and Responding to a Breach of Security Involving Personal Information."

H. Audit Trail Responsibilities

Both parties are responsible for auditing application processes and user activities involving the interconnection. Activities that will be recorded include event type,

**STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT**

date and time of event, user identification, workstation identification, success or failure of access attempts, and security actions taken by system administrators.

I. Data Sharing Responsibilities

Contractor will ensure that all primary and delegated secondary organizations that share, exchange, or use personal, sensitive, or confidential data, pursuant to this Agreement and subcontracts issued by Contractor, shall adhere to all CSD's policies and SAM guidelines. If data sharing is accomplished via interconnectivity of an application system, then data sharing must be certified to be secure by the parties involved.

4.6 Travel and per diem

- A. Contractor's total travel for in-state and/or out-of-state and per diem costs shall be included in the contract Budget(s). Out-of-state travel costs that exceed the budgeted amount shall not be reimbursed without prior written authorization from CSD.
- B. Contractor's employee travel costs and per diem reimbursement rates shall be reimbursed in accordance with Contractor's written policies and procedures not to exceed federal per diem requirements, and subject to the requirements of the OMB Circular A-87 Attachment B, Paragraph 43 (2 CFR, Part 225) or OMB Circular A-122 Attachment B, Paragraph 51 (2 CFR, Part 230) as applicable.
- C. In the absence of a written travel reimbursement policy, Contractor shall be subject to the provisions of California Code of Regulations Section 599.615 through 599.638, and shall be reimbursed in accordance with the terms therein.

4.7 Codes of Conduct

- A. Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts or subcontracts. No employee, officer, or agent of the Contractor shall participate in the selection, award, or administration of a subcontract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or parties to sub-agreements. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipients.

**STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT**

- B. Contractor shall not pay Federal funds received from CSD to any entity in which it (or one of its employees, officers, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein) has an interest. As ownership constitutes a financial interest, Contractor shall not subcontract with a subsidiary. Similarly, Contractor shall not subcontract with an entity that employs or is about to employ any person described in 45 CFR Part 92 (for states and local governments) and 45 CFR Part 74 (for nonprofit organizations) (Office of Management and Budget Circular A-110, section 42).

4.8 Conflict of Interest

- A. Contractor shall ensure that its employees and the officers of its governing body do not engage in actual or potential conflicts of interest and that no officer or employee who has responsibility for any activity or function with respect to LIHEAP and the implementation of this Agreement shall have any personal financial interest in such activity or function or otherwise personally benefit or gain from the activity or function.
- B. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- C. Pursuant 45 CFR § 74.42 and 92.36, Contractor shall not provide LIHEAP services or benefits in situations where an actual or perceived conflict of interest exists, unless the activity is explicitly allowed under Contractor's conflict of interest policies and procedures that are compliant with federal requirements. If Contractor provides: Program services to owner-occupied or rental dwellings that are owned or managed by the Contractor, its employees, or officers, such services must be pre-approved in writing by CSD whose approval shall be based on determination that other recipients or potential eligible recipients of services are not prejudiced or adversely affected by the receipt of services by Contractor.
- D. To obtain approval by CSD, Contractor must demonstrate that it will:
1. Follow all regular eligibility and prioritization requirements of the federal and State LIHEAP programs, as applicable to each service or activity;
 2. Comply with all dwelling eligibility requirements of this Agreement, including but limited to rent increase and multiple dwelling restrictions;

**STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT**

3. Substantiate the need for weatherization and EHCS services by completing a dwelling assessment for each individual dwelling unit served; and
4. Consent to any further conditions required by CSD. Failure to obtain prior written approval by CSD may result in costs being disallowed.

4.9 Procurement

A. Contract Administration

1. Contractor shall administer this Agreement in accordance with all federal and state rules and regulations governing LIHEAP block grants pertaining to procurement, including the Office of Management and Budget's (OMB) Circulars and amendments thereto, consistent with the general OMB compliance requirement in Section 1.5, Article 1, Part I of this Agreement. Contractor shall establish, maintain, and follow written procurement procedures consistent with the procurement standards in 45 CFR Part 92 (OMB Circular A-102 for state and local governments) and 45 CFR Part 74 (OMB Circular A-110 for nonprofit organizations) and the applicable 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 only award a subcontract to the bidder or offer or whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors relevant to the procurement. Contractor's solicitations shall clearly set forth all requirements that the bidder or offer or must fulfill in order for the bid or offer to be adequately and fairly evaluated by the recipient.
3. All supplies, materials, equipment, or services purchased or leased with funds provided pursuant to this Agreement shall be used solely for the activities allowed under this Agreement, unless the fair market value for such use is charged to the benefiting program and treated as program income earned under this Agreement.

Article 4 – Administrative Policies and Procedures

**STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT**

4. Contractor shall provide an open and free competition, to include a cost analysis, in accordance with federal and state law, for the procurement of materials, supplies, equipment, or services.
5. If a service or product is of a unique nature, or more than one potential vendor/provider cannot reasonably be identified, Contractor shall document 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. Cost analysis 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.
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 may result in a disallowance of the costs of the procurement transaction.

**STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT**

10. Contractor 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.

4.10 Subcontracts (CSD)

- A. Contractor may enter into subcontract(s) to provide services pursuant to this Agreement in the service area(s) specified in Section 1.2 of Article 1, Part I Subcontracts must require that parties comply with all applicable provisions of this Agreement. Such requirement shall not relieve Contractor from any performance obligation created herein, nor from liability for a subcontractor's failure of performance.
- B. If Contractor elects to subcontract for services, the board's authorization and approval must be obtained and communicated to CSD in writing together with notice of execution of the subcontract as provided in paragraph C. Contractor may elect to delegate the signing authority for the approval of subcontractors to the Chief Executive Officer or designated authority through a resolution passed by the governing board.
- C. Within 60 days of the execution of any subcontract, Contractor shall provide written notification to CSD of the execution of the subcontract as well as identifying information, to include the name of the subcontractor entity, its address, telephone number, contact person, contract amount, and program description of each subcontractor activity to be performed by the subcontractor.
- D. Notification of subcontract execution shall contain certification by Contractor that to the best of Contractor's knowledge, the subcontractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency. For purposes of

**STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT**

this certification of subcontractor eligibility, Contractor may rely on information available at <https://www.sam.gov/portal/public/SAM/#1>.

- E. If CSD determines that Contractor has executed a subcontract with an individual or entity listed as disbarred, suspended or otherwise ineligible on the Excluded Parties List System (EPLS) as of the effective date of the subcontract, costs Contractor has incurred under the subcontract may be disallowed.
- F. Contractor must ensure that funds expended pursuant to this Agreement are allowable and allocable and Contractor must adopt fiscal control and accounting procedures sufficient to enable the tracing of funds paid to any subcontractor to a level of expenditure adequate to establish that such funds have not been used in violation of this Agreement. Contractor shall ensure that any subcontracts under this Agreement contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor may achieve this through detailed invoices, by periodic monitoring of subcontractor's program activities and fiscal accountability, by retaining a right of reasonable access to the subcontractor's books and records, or by any other method sufficient to meet Contractor's responsibility to substantiate costs required by the OMB Circulars A-87, 122, and 133.
- G. Contractor shall immediately notify subcontractor(s) in writing within five (5) working days of such action in the event the State suspends, terminates, and/or makes changes to services to be performed that materially alter the obligation of the subcontractor under this Agreement.
- H. Contractor is liable for the failure of performance of the terms, conditions, assurances, and certifications of this Agreement, without recourse against the State over matters involving subcontracts entered into for the implementation of this Agreement, including but not limited to disputes, claims, or other legal action for breach of contract, negligence, torts or criminal acts and other misconduct.
- I. Nothing in this Agreement creates or implies a contractual relationship between the State and any subcontractor or creates any obligation by the State to any subcontractor. Contractor is liable to the State for damages to the State for the acts and omissions of its subcontractors that occur in connection with the implementation of this Agreement. Contractor's obligation to pay its subcontractors is independent of any obligation of the State to pay Contractor, and Contractor shall not represent to subcontractors any such obligation of the State to pay or ensure payments to subcontractors.

4.11 Complaint Management Policies and Procedures

Article 4 – Administrative Policies and Procedures

**STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT**

- 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.
- 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 the CSD Field Representative with any supporting documentation that indicates the nature and extent of Contractor’s effort to resolve the issue.
- D. The CSD Field Representative shall immediately be notified if the Contractor has reason to believe that the complainant will contact the media, a State or Federal oversight agency or the Governor’s Office regarding the complaint.

4.12 Fair Hearing Process for Applications for Denial of Benefits by Contractor:

- 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. At the time the applicant applies for services, applicant shall be informed of appeal rights and appeal procedures, to include the right to appeal to both the Contractor and to CSD.

**STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT**

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 at the same time 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 process.

STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT

SUBPART B – FINANCIAL REQUIREMENTS

ARTICLE 5 – ADMINISTRATIVE AND PROGRAM EXPENDITURES
REQUIREMENTS

5.1 Budget Guidelines

A. Budget and Allocation Forms

1. Upon execution of this Agreement, Contractor shall submit all budget and allocation forms, a link to each form is found in Subpart H, including the 2015 LIHEAP Weatherization Budget (CSD 557D) and 2015 LIHEAP EHA-16 Program Budget (CSD 537E) based on the Maximum Amount of this Agreement and in accordance with the accompanying instructions and other applicable provisions of this Agreement.
2. In the event the LIHEAP annual grant award is yet to be determined and CSD funds this Agreement based on Continuing Resolution appropriations, Contractor shall complete the budget and allocation forms using the Estimated Budget Allocation amount as defined in Subpart G . When this Agreement is amended to reflect the Final Allocation, the budget and allocation forms shall be amended to reflect the actual annual allocation.

B. Minor Modifications

If Contractor intends to request a minor modification to this Agreement, Contractor shall submit a *Request for Amendment/Modification Energy, CSD 509*, an updated budget if applicable, and a justification supporting the funds transfer or change request. Contractor may submit the signed request for amendment/modification to CSD via email, fax, or hard copy with signature via Mail.

Minor modifications which Contractor may propose for approval by CSD include the following:

1. Transferring funds within or between Direct Program Services and/or Utility Assistance program components as defined:
 - a. Direct Program Services shall include Direct Weatherization, Direct Program Activities, ECIP EHCS, ECIP WPO, and HEAP WPO.

**STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT**

- b. Utility Assistance shall include ECIP Fast Track and HEAP Electric and Gas.
 - c. Support Lines are those activities other than Direct Program Services and Utility Assistance.
2. If Contractor transfers funds from Administrative, Outreach and other Support costs to Direct Services and/or Utility Assistance for a specific service area, then later transfers funds from the remaining service area to replenish the Administrative, Intake, Outreach or other Support costs such transfer of funds should not unduly impair the equitable provision of services or otherwise disadvantage potential recipients of benefits in any Service Area.
- a. Subsequent transfer of funds to replenish the Support line(s) with Direct Service(s) and/or Utility Assistance funds shall be limited to fund transfer from Service territory/territories that benefited from the proceeding transfer.
3. Changes to the Agency Local Plan
4. Changes to the Expenditure and Performance Benchmarks
- C. Fund Transfer Requirements

Subject to CSD approval, Contractor may elect to transfer funds between each of the LIHEAP programs, components and between Utility Assistance, i.e., Weatherization, ECIP HCS, and/or ECIP/HEAP WPO.

- 1. Funding transfers that would increase or decrease amounts available for Weatherization above or below the twenty-five percent (25%) maximum are prohibited.
- 2. Contractor must provide justification for a proposed transfer of funds that would result in allocations that fall outside the statewide program funding ranges outlined below:

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

**STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT**

3. Fund Transfer in Service Territory with Multi-Service Areas

If Contractor transfers funds from Administrative, Intake, Outreach and other Support costs to Direct Services and/or Utility Assistance for a specific service area, then later transfer funds from the remaining service areas to replenish the Administrative, Intake, Outreach or other Support costs such transfer of funds should not unduly impair the equitable provision of services or otherwise disadvantage potential recipients of benefits in any Service Area.

D. Sufficient Funds for Crisis Services

Contractor must allocate sufficient funds to offer crisis services through the term of the contract and in accordance with the Agency Local Plan, WEATHERIZATION AND ECIP-EHCS or, in the alternative, Contractor may request authorization from CSD to transfer any unspent ECIP funds into direct assistance payment services (HEAP – Electric and Gas, and WPO).

E. Weatherization Waiver

Unless and until the Federal Department of Health and Human Services (HHS) grants the State a weatherization waiver, Contractor may not expend or be reimbursed for costs in excess of the amount reflected in Column A of Contractor's Weatherization Budget. If the weatherization waiver is granted, Contractor may, upon written notification from CSD, expend and will be reimbursed for expenditures up to 100% of the available allocation, as reflected in Column B of Contractor's Weatherization Budget.

5.2 Utility Assistance Expenditure Requirements

A. The Utility Assistance portion of Contractor's grant allocation (formerly "non-consideration") shall be retained by CSD to enable the State to make direct utility assistance payments to clients and/or to utility companies. Contractor's administrative and Assurance 16 budget line item shall be based on Contractor's total allocation, including Utility Assistance.

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

The total amount allocated to the ECIP Fast Track Program shall be administered by Contractor in accordance with the terms of this Agreement, with payments to recipients issued by the State.

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

STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT

The total amount allocated to the HEAP Electric and Gas Program shall be administered by Contractor in accordance with the terms of this Agreement, with payments to recipients issued by the State.

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

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

C. HEAP Payments – Electric and Gas

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

5.3 Working Capital Advance and Major Purchase Advances

A. Working Capital Advance (WCA)

Contractor may, in accordance with applicable law, receive WCA payments of allowable program costs contemplated under this Agreement, *provided* Contractor shall comply with the provisions of this section and such additional guidance issued by the State as is needed to implement this section (collectively "WCA Requirements") to ensure that:

1. The time elapsing between the transfer of funds and the disbursement or expenditure of the funds by Contractor is minimized; and
2. Contractor's financial management systems are compliant with the provisions of this Agreement and the standards for fund control and accountability as established in the OMB Circular A-133 and in the Model Federal Advance Requirements as defined in subparagraph 3. below with particular reference to 10 CFR 600.121.
3. Working Capital Advance (WCA) Requirements include the following standards:

**STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT**

- a. The WCA shall be for the minimum amounts necessary, timed in accordance with Contractor's immediate cash requirements, which will enable Contractor to carry out the purposes of this Agreement;
 - b. The Model Federal Advance Requirements are hereby incorporated by reference and adopted by the parties, for purposes of guiding and informing WCA requirements under the Agreement. The "Model Federal Advance Requirements" are defined as the provisions set out in the Code of Federal Regulations (CFR), Title 10, Chapter II, Sections 600.122, 600.220 and 600.221; and
 - c. Guidance issued by the State regarding the scheduling of the WCA and the disbursement or expenditure of the funds by Contractor, while conforming to the requirements of subparagraphs A. 1 and 2 of this section, shall also take into account the practical requirements and limitations of efficient administration and the effective implementation of this Agreement by both Contractor and the State.
4. In order to affect the purposes and requirements of subparagraphs A. 1 and 2 above, the State has established the following general provisions in order to give effect to the WCA Requirements set out in this Agreement and in such supplemental guidance as may be issued:
- a. To ensure a minimal lapse of time between the transfer of funds, and the disbursement or expenditure by Contractor, and to effect both the consolidation of advance requests and optimal administration of advance payments, the WCA will be based on Contractor's cash needs for the purpose of implementing this Agreement, with consideration given to the reasonable quarterly projections of anticipated expenditures allowable under the terms of this Agreement;
 - b. The WCA request shall be: 1) submitted in advance of the beginning of the quarter, in accordance with CSD's guidance; and 2) based on the Direct Service's portion of contract amount, exclusive of the Utility Assistance Portion and 3) is subject to CSD's review and approval;

**STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT**

- c. Upon approval of the WCA request, a payment will be issued to Contractor, which shall be limited to one hundred percent (100%) of the Contractor's total projected expenditures for the entire quarter, not to exceed twenty-five percent (25%) of the Contractor's total contract amount. If the WCA request exceeds the remaining balance, then Contractor will only receive the amount of the remaining balance;
 - d. The WCA will be liquidated immediately, and will be reconciled at the end of the third month of each quarter. After issuance of a WCA, the balance will be offset by monthly expenditures in EARS.
 - e. All WCA requests will be issued and reconciled pursuant to CSD Energy Policy and Procedures number EP 11-01, incorporated by reference to this Agreement and available on the CSD Providers' website at <https://providers.csd.ca.gov>.
 - f. If, at the end of the contract term Contractor has received WCA payments in excess of requests for reimbursement that have been approved by CSD, Contractor shall promptly remit the excess balance owed.
 - g. Upon receipt of the WCA funds, Contractor shall deposit the funds in an interest-bearing advance account, in accordance with the provisions of this Agreement and Federal and State law. The account shall be sufficiently segregated to enable the tracking and accounting of WCA funds by CSD; and
 - h. In the event the State determines that Contractor has used the WCA for reimbursement of expenses that are not allowable under the terms of this Agreement and/or under Federal and State law, the State may, in accordance with the applicable provisions of the CFR, compel Contractor to repay any WCA monies wrongfully used and/or may make such adjustments in future payments to Contractor as it deems appropriate in order to rectify such misuse of WCA funds.
5. Major Purchase Advances

In the event an agency needs significant cash outlay for large purchases, a special advance may be requested at any time during the contract term. Requirements include:

Article 5 – Administrative and Program Expenditures Requirements

**STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT**

- a. Request must be completed via the Major Purchase Advance Request (CSD 144).
- b. Limited to purchase of items in excess of \$5,000.
- c. No advance will be issued until the Request for Pre-approval of Purchase/Lease (CSD 558) has been approved by CSD.
- d. Procurement must comply with the open and competitive bid process, which must be documented through the Request for Pre-approval of Purchase/Lease (CSD 558).
- e. Advance repayment for major purchases will be liquidated upon the first expenditure reporting period following the date of the purchase of the item or items identified in the Request for Pre-approval of Purchase/Lease (CSD 558). An Advance Request (CSD 144) must reflect one-hundred percent (100%) liquidation in the month following the expected date of purchase.
- f. Major Purchase advance requests will not be granted unless Contractor has fully complied with the obligations and conditions of any Working Capital Advance (WCA) Contractor has received.

B. Special LIHEAP Provisions

In accordance with 22 CCR § 100840 (a) the total amount advanced to Contractor at any time, whether in the form of a Working Capital Advance (WCA) or a Major Purchase Advance, shall not exceed twenty-five percent (25%) of Contractor's total contract amount or if the WCA request exceeds the remaining balance, then Contractor will only receive the amount of the remaining balance. Advance amounts repaid may be replaced by additional advances at any time as allowed in this section and corresponding guidance, so long as the aggregate amount advanced does not exceed the limit set out in this sub-paragraph.

C. Interest on Advances

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

D. Non-advance Payments and Offsets

Article 5 – Administrative and Program Expenditures Requirements

**STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT**

If Contractor elects not to request a WCA, payment for allowable expenses under this Agreement shall be made upon approval by CSD of Contractor's monthly Expenditure Activity Report. If Contractor owes CSD any outstanding balances for overpayments under any contract, current or previous, the balance may be offset, based on arrangements made with the Contractor.

5.4 Program Income

- A. Contractor shall maintain records of the receipt and disposition of all "program income" defined in 22 CCR § 100855(c) as income that is generated or earned as a result of LIHEAP activities.
- B. Determining Net Program Income
 - 1. Except as provided below in paragraph 2, any costs Contractor incurs in generating program income may be deducted from gross program income to determine net program income.
 - 2. Contractor shall not deduct from gross program income any allowable program expenses for which Contractor has been, or will be, reimbursed from the LIHEAP grant award.
- C. Expenditure, Reporting, and Rollover of Program Income
 - 1. Program income must be expended in accordance with the requirements for expenditure of regular LIHEAP funds, for allowable program purposes.
 - 2. Contractor may expend program income during the term of this Agreement. Contractor shall report all such expenditures, along with remaining unexpended program income, at the close-out of this Agreement or at such other time(s) as CSD reasonably requires.
 - 3. Contractor's unexpended program income at the close-out of this Agreement shall roll over to subsequent LIHEAP Agreement(s) and be added to Contractor's grant allocation.
 - 4. If Contractor has generated program income with leveraged funding source(s) in addition to LIHEAP, the LIHEAP portion of rollover program income must be tracked by Contractor and can be used only for allowable LIHEAP expenditures.

STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT

5.5 Allowable Costs

A. Cost Reporting

1. All costs shall be reported using a "modified accrual" or "accrual" method of accounting.
2. Pursuant to the federal block grant and applicable regulations, Contractor may only claim reimbursements for actual, allowable, and allocable direct and indirect costs.
3. Contractor shall report all expenditures at actual cost and shall maintain records and source documentation in such a manner as to substantiate all costs reported.

B. Administrative

1. General

- a. Administrative costs shall not exceed the amounts as set forth in allocation spreadsheet. Contractor shall not use funds provided under this Agreement to cover administrative costs incurred in the Community Services Block Grant (CSBG) in excess of the CSBG contractual limitations.
 - b. Administrative Costs shall mean actual costs for auxiliary functions such as salaries, wages, workers compensation, and fringe benefits for administrative staff, as well as for facilities, utilities, equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, and like services necessary to sustain the direct effort involved in administering a grant program or an activity providing services to the grant program.
2. Contractor shall use 2 CFR Part 225 (OMB Circular A-87, Cost Principles for State and Local Governments) as a guide for determining administrative costs.
 3. Administrative Equipment More Than \$5,000—Acquisition Costs
 - a. Acquisition costs shall mean the actual costs associated with the purchase of equipment over \$5,000 per unit used for administrative purposes.

**STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT**

- b. CSD must pre-approve purchases or lease-purchase option of equipment with a total value greater than \$5,000 utilizing the Request for Pre-approval of Purchase/Lease (CSD 558).

C. Program Costs

1. General

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

2. Outreach

Outreach shall be allocated at five percent (5%) each of the Weatherization, ECIP/HEAP and Direct Service/ Utility Assistance, Assistance budgets based on the Interim Allocations and/or subsequently the Final Allocation. Reimbursement shall be limited to actual cost up to five percent (5%) of Final allocation.

3. Intake

Intake shall be allocated at eight percent (8%) of the Weatherization Budget and eight percent (8%) of the ECIP/HEAP Direct Services/ Utility Assistance Budget based on the Interim Allocations and/or subsequently the Final Allocation. Reimbursement shall be limited to actual cost up to eight percent (8%) of Final Allocation. Intake in excess of eight percent (8%) may be charged as an administrative cost not to exceed allowable administrative cost maximum.

4. Assurance 16

Assurance 16 costs shall not exceed the amount set forth in the allocation spreadsheet.

5. Weatherization Program Activities

Program Activities shall mean those costs associated with the installation of measures to those dwellings weatherized and reported as completed, to include but not limited to, assessment, diagnostic testing, labor, materials, subcontractors, disposal fees, permits, HERS raters, lead-safe weatherization materials, Historic Preservation Reviews, and travel.

**STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT**

6. ECIP Emergency Heating and Cooling Services (EHCS)

ECIP EHCS shall mean those costs associated with emergency heating and cooling repair and replacement services and other related costs, including costs associated with labor, materials, subcontractors, disposal fees, permits, Home Energy Rating System (HERS) raters, lead-safe weatherization materials, diagnostics, and travel, all as further defined by the ECIP Policy and Procedures and the SWEATS Policy, when authorized by CSD. The ECIP Policy and Procedures and SWEATS Policy are hereby incorporated by reference to this Agreement and available on the CSD Providers' website at <https://providers.csd.ca.gov>.

7. Workers Compensation

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

8. Liability Insurance

Liability Insurance shall mean those actual costs allocated for insurance bonds, general liability, vehicle insurance, and pollution occurrence insurance (if applicable). Workers Compensation for salaries and wages of staff chargeable under administrative costs shall be reimbursable at actual costs under administrative costs.

9. Training - Weatherization and ECIP-EHCS

- a. Training and technical assistance shall be allocated up to five percent (5%) of the total Weatherization allocation and up to two percent (2%) of the total ECIP/HEAP allocation based on the Interim Allocations and/or subsequently the Final Allocation. Training and technical assistance shall not exceed these limits and shall be reimbursed at actual cost. Reimbursement shall be limited to actual cost up to five percent (5%) of Weatherization allocation, and two percent (2%) of ECIP/HEAP allocation.
- b. If Contractor determines that an increase in the allowable allocation for training and technical assistance is needed to cover the cost of the software database collection system or related automation training as specified below, then Contractor must submit a request to, and obtain prior approval from, CSD.

**STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT**

- c. Associated training and technical assistance costs may include costs related to: travel, admission, materials, and actual salaries/wages. On-the-job training is not reimbursable when the labor hours associated with the training are charged to a Weatherization measure for reimbursement.
- d. Costs associated with crew members participating in on-the-job training or acting in a helper role shall be expensed to training and not to the installation of measures and will be charged at actual cost. The length of time for on-the-job training shall be in accordance with the Contractor's internal training program.
- e. Training and technical assistance shall include costs associated with the completion of weatherization-related training as specified in the TRAINING REQUIREMENTS of Article 9.1 of this Agreement. Training may also include internal contractor training, safety training, attendance of weatherization-related training to include the software database collection system or other forms of training to aid in the development and skill of staff in utilizing and supporting internal program automation systems, and/or weatherization-related workshops sponsored by utility companies, Department of Energy (DOE), CSD, and/or other organizations offering a component of weatherization training.
- f. Training for job corps and workforce development trainees shall be limited to required CSD health and safety training sessions, unless otherwise approved by CSD. All other training cost with the exception of work performed for the installation of measures (on-the-job training) shall not be an allowable program cost.

10. Acquisition Costs

- a. CSD must pre-approve purchases or lease-purchase option of vehicles and field office equipment with a total value greater than \$5,000 utilizing the Request for Pre-approval of Purchase/Lease (CSD 558).
- b. Minor Vehicle and Field Equipment Less Than \$5,000 – Acquisition Costs.

Minor Vehicle and Field Equipment costs shall mean the actual costs associated with the purchase of vehicle and field office equipment under \$5,000 per unit used for the purpose of delivery

**STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT**

of direct program services. Purchases must follow the procurement standards.

11. General Operating Cost

General operating expenses may be charged to the program and are for activity/cost that are directly allocable to those activities defined as related facilities, office and computer equipment, office supplies, telephone, travel, and utilities as allowable program costs.

12. Solar Hot Water Heating Training

Contractor participating in the Solar Hot Water Heating pilot project can charge the actual costs for training associated with pilot participation.

13. Automation Supplemental Allocation

- a. Contractor can allocate funds to the Automation Supplemental Allocation (ASA) in an amount not to exceed fifty thousand dollars (\$50,000), to be used to meet Contractor's IT automation needs to comply with updated or new CORE requirements or contractual reporting requirements programmatic in nature, related CORE IT expenses, and with ongoing programmatic IT expenses. ASA funds are not limited exclusively to CORE-related IT expenditures but any IT expense related to CORE or costs incurred may include necessary training on upgrades to Contractor's system.
- b. If Contractor expended funds in prior year for a system and now wants to purchase a new system with ASA funds, Contractor must utilize unrestricted funds and bear the full cost of the conversion to such an alternative system. Contractor may be granted a variance from this requirement provided Contractor's ASA plan is appropriately revised and CSD gives its written approval of the plan and request for variance.
- c. In order to qualify for reimbursement of expenditures incurred pursuant to this section, Contractor must fully comply with the following terms, conditions, and obligations:
 - i. The ASA may be used only for those Contractor's CORE-related IT expenditures that are programmatic in nature. CORE-related IT expenditures that are administrative in nature must be charged against Contractor's Administrative Budget.

**STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT**

- ii. In delineating the program and administrative expenditures, Contractor shall consider whether the expenditure or cost is primarily used to support: 1) program operations; or 2) agency (organization) operations, as commonly understood under accountancy guidelines, with particular reference to the principles and provisions set out in the applicable Office of Management Circulars. Programmatic CORE-related IT expenses are those incurred in connection with allowable program expenses as defined in the LIHEAP Agreement. The delineation between programmatic and administrative CORE-related IT activities will be determined in part by the type of IT system elected to interface with CORE and the array of functions the system will perform.
- d. CORE-related IT costs charged to the ASA shall be submitted for reimbursement in accordance with CSD's normal reporting and accounting procedures.
- e. CORE-related IT costs that exceed the maximum ASA amount of fifty thousand (\$50,000) may not be reimbursed by CSD.
- f. If Contractor has previously developed and utilizes its own unique customized automated reporting system to comply with CSD's reporting requirements, such contractor shall be deemed a "Self-Reporting User." The following provisions apply to Self-Reporting Users:
 - i. If Contractor elects to modify and upgrade its existing IT system so that the system is compatible with and able to interface with the CORE system, it is the Contractor obligation to ensure that the upgraded system is fully compliant with CORE requirements. CSD's responsibility is limited to providing Contractor or its consultants and vendors with the applicable system specifications and interface protocols.
 - ii. Contractor may use its ASA to pay the necessary cost of upgrading its system and interfacing with CORE, as well as related and attendant costs. Costs incurred may include necessary training on upgrades to Contractor's system.

**STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT**

- iii. If Contractor expended funds in prior year for a system and now wants to purchase a new system with ASA funds, Contractor must utilize unrestricted funds, bear the full cost of the conversion to such an alternative system. Contractor may be granted a variance from this requirement provided Contractor's ASA plan is appropriately revised and CSD gives its written approval of the plan and request for variance.

- h. Services procured by Contractor in order to implement updates to Contractor's customized automated reporting system shall be conducted in compliance with Contractor's procurement policy and with all applicable contract requirements and the provisions of federal and state law.

- i. Upon approval by CSD, if Contractor procures, from a third-party source, a new customized automated reporting system with supplemental functionality beyond basic CORE reporting requirements, then such Contractor shall be deemed a "Third Party Customized System User." The following provisions apply to Third Party Customized System Users:
 - i. If Contractor elects to procure a new customized automated IT reporting system, it is the Contractor's obligation to ensure that the system procured is fully compliant with CORE requirements. CSD's responsibility is limited to providing Contractor or its vendor with the applicable system specifications, interface and security protocols.

 - ii. If Contractor expended funds in prior year for a system and now wants to purchase a new system with ASA funds, Contractor must utilize unrestricted funds, bear the full cost of the conversion to such an alternative system. Similarly, Contractor may not use future annual ASA funding for such conversion. Any alteration to this provision requires prior written approval from CSD and must include the submission of a revised ASA plan.

 - iii. Systems and services procured by Contractor in order to obtain and implement a third party customized system shall be conducted in compliance with Contractor's procurement policy and with all applicable LIHEAP contract requirements and the provisions of federal and state law. Contractor may, at Contractor's option, participate in a

**STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT**

consortium of local service providers to procure jointly a customized automated reporting system from a third-party source, provided Contractor's procurement policy is not violated in such a manner as to render the process flawed or unfair. Contractor may rely on any local service provider subject to this Amendment to conduct the procurement on Contractor's behalf provided, however, that: 1) Contractor shall not be absolved from fulfilling applicable procurement obligations and requirements; 2) Contractor shall review all pertinent procurement documentation for sufficiency; and 3) make such documentation available to CSD upon request.

5.6 Service Area Expenditures Requirements

A. For purposes of this section the following definitions apply:

Service Area means the geographical area for which Contractor receives a discrete grant allocation, whether in a contract pertaining to that geographical area alone, or in a contract covering multiple geographical areas, as for example, multiple counties.

Target Service Area means the service area for which a grant allocation has been designated on the LIHEAP Allocation Spreadsheet attached to this Agreement.

Target Allocation means that sum of money from the LIHEAP state grant designated by CSD for expenditure in a designated Service Area.

Service Territory means the totality of Contractor's Service Area(s), whether: 1) a single county; 2) a portion of a single county; 3) multiple counties; or 4) a single county in combination with a portion of another county. Accordingly, the single Service Area or combined Service Areas for which Contractor provides services constitutes Contractor's Service Territory.

Note: If Contractor provides only some LIHEAP services to a Service Area, e.g. weatherization services only or utility assistance services only and another contractor provides other LIHEAP services in the same Service Area, the contractors are co-service providers with respect to the Service Area in question and each is responsible for that portion of the grant allocation applicable to the services it provides. Contractor's Service Territory includes a Service Area in which the grant allocation is split with another contractor.

B. This section shall apply to Contractor if any of the following pertain:

Article 5 – Administrative and Program Expenditures Requirements

STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT

1. This Agreement involves funding for LIHEAP services provided by Contractor in multiple Service Areas;
 2. Contractor provides only some of the LIHEAP services in multiple Service Areas under the terms of this Agreement; or
 3. Some combination of 1 and 2 above
- C. The Target Allocation(s) specified in this Agreement shall be used either: a) to provide services within the geographical boundaries of Target Service Area(s) to which the allocation applies; or b) on behalf of the recipients of benefits who reside within the Target Service Area(s), thereby ensuring that the low-income persons in each Target Service Area receive their appropriate share of the grant award and that direct program funds designated for a particular Target Service Area are not expended for services in another Service Area without good cause.
1. Contractor is not required, but shall endeavor, to expend ninety percent (90%) or more of the applicable Target Allocation(s) in each Target Service Area(s).
 2. Contractor shall, within 30 days of execution of this Agreement, submit a Plan showing by which it will endeavor to attain the Target Service Area expenditure goals as specified in the Expenditure and Performance Benchmarks form, to include how it will conduct targeted outreach activities, identify service needs in Target Service Areas and track expenditures.
 3. Contractor and CSD understand that the contract term covered by this Agreement is a transitional period in which Contractor will refine policies, mechanisms, and measures to realize its Expenditure Plan goals so that in coming years, as CSD's data gathering and reporting capabilities are enhanced, actual expenditures by service area can be assessed and Target Allocations appropriately spent.
 4. At the time of closeout, Contractor shall submit a report comparing Contractor's expenditure goals, by Service Area, to actual expenditures, how Contractor's Expenditure Plan succeeded or failed, what lessons were learned, and what changes in operations are anticipated in coming years.
 5. Contractor may expend a portion of a Target Allocation in another service area in which Contractor provides services pursuant to this Agreement, under the following circumstances:

**STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT**

- a. when there is no acute need or ready opportunity for full expenditure of direct program funds in the Target Service Area; and
 - b. when Contractor can readily expend direct program funds in an alternate service area to avoid under expenditure or a loss of funding.
- D. Notwithstanding the provisions of paragraph C, Contractor is authorized under the terms of this Agreement to combine the Administrative, Intake, Outreach, Assurance 16, and other program support costs, including liability insurance, worker's compensation, and general operating portion of grant allocations for multiple Service Areas for purposes of efficiency and effective contract implementation, provided such combining of funds does not unduly impair the equitable provision of services or otherwise disadvantage potential recipients of benefits in any Service Area.

5.7 Reimbursement Guidelines

A. Claims for Reimbursement

Pursuant to the federal block grant and applicable regulations, Contractor may only claim reimbursements for actual, allowable, and allocable direct and indirect costs. Contractor shall report actual costs incurred for actual expenditures up to any applicable maximum amounts set by this Agreement.

B. Assurance 16

1. Assurance 16 costs and its related services include those actual costs that are directly attributable to the performance of this Agreement and that are reasonable and necessary as determined by the State for the purpose of delivering services. Assurance 16 costs shall include needs assessment, client education, budget counseling, and coordination with utility companies.
2. Contractor may claim Assurance 16 costs for client education only once when LIHEAP and DOE funds and services are provided concurrently in the same unit.

**STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT**

C. Wood, Propane, and Oil Assistance

1. HEAP WPO

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

2. ECIP WPO

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

D. Weatherization and EHCS Specific

1. Contractor may claim reimbursement for Weatherization-related activities under the terms of this Agreement as documented on the Weatherization Building Assessment and Job Checklist (CSD 540) or approved Contractor's equivalent for each eligible household not previously weatherized.

2. Contractor shall ensure that duplicate billings for the same product or service do not occur.

3. Maximum Reimbursements

a. Contractor shall be entitled to reimbursement for actual cost, not to exceed \$4,055 per dwelling unit weatherized with respect to the energy conservation measures and activities described in Reimbursement Rates for Weatherization and EHCS Activities located on the CSD Providers' website at <https://providers.csd.ca.gov>. In the event that the Governor declares a State of Emergency or Local Emergency under Article 13 or 14 of the Emergency Services Act or any federal official declares an emergency pursuant to 42 UCS 8622(1), the maximum average reimbursement shall be \$4,514 per dwelling unit.

b. For emergency ECIP EHCS provided outside Contractor's normal business hours of operations, Contractor may exceed the maximum cost limits allowed for repair and replacement services. Contractor shall not request reimbursement for more than one heating and/or cooling unit repaired or replaced per household.

Article 5 – Administrative and Program Expenditures Requirements

**STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT**

- c. If an energy audit is performed, Contractor shall adhere to the investment determinations rendered by the site specific energy audit not to exceed the maximum average of \$6,987 per dwelling unit.

4. Measure Reimbursement

a. Measure Maximums

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

b. Assessments and Diagnostics

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

- (a) For dwellings weatherized under this Agreement, Contractor may claim reimbursement for a modified

STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT

dwelling assessment, as defined in Subpart G, to perform reweatherization or callback services during the useful life period of the initial dwelling assessment.

- (b) Once the useful life term has expired for the initial or last performed dwelling assessment, Contractor may claim a full dwelling assessment to perform reweatherization services.
- iii. If a dwelling was previously weatherized under a nonfederal program, the dwelling and occupant eligibility must be recertified; therefore, Contractor may claim reimbursement for assessment of dwelling.
- iv. In the case of an unweatherized dwelling where the installation of measures was not feasible and/or the dwelling was not accessible to install measures, Contractor may claim reimbursement for any related assessments and/or diagnostic checks that were performed.
- v. Contractor may claim reimbursement for dwelling assessment only once when LIHEAP and DOE funds are used concurrently in the same unit.
- vi. HERS rater and permit fees are acceptable expenses and may be charged only once per measure to ECIP EHCS or LIHEAP weatherization or DOE weatherization per weatherized dwelling. HERS rater fee and permit reimbursement includes subcontractor cost, staff time on job site, and fees that will be reimbursed based on the actual cost.
- c. Labor Reimbursement
 - i. Contractor shall bill the number of actual labor hours and costs associated with the installation of Weatherization and EHCS measures for the time spent at the job site.
 - ii. Contractor must be able to substantiate all actual labor hours and labor costs charged.
 - iii. Actual labor hours and costs for weatherization and EHCS services shall not exceed the cumulative number of hours

**STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT**

on the job site and shall be substantiated with client file documentation, job schedules, and payroll time records.

- iv. When the installation of a measure is subcontracted and there are billable labor hours for weatherization and/or Contractor's EHCS crew members who participate in the installation of that subcontracted measure, Contractor may bill, in addition to the subcontracted expenditure, the actual labor hours and labor costs incurred by Contractor's crew members.
- v. Labor expenses for weatherization service delivery shall exclude labor expenses associated with training, travel to weatherization job sites, staff time not associated with the direct installation and/or performance of weatherization services and activities on the job site, downtime and general operating expenses as provided in subsection e Other Program Costs.
- vi. Contractor shall bill the actual labor hours incurred by Weatherization and EHCS crew members or other personnel associated with the direct facilitation of the disposal of appliances, the procurement of permits, and services performed by a HERS Program Rater.
- vii. Actual Labor Hours

Contractor may bill no more than the number of actual labor hours incurred by WX and EHCS crew members or other persons associated with the installation of Weatherization and EHCS measures for the time spent at the job site, direct facilitation of the disposal of appliances, the procurement of permits, and services performed by a HERS Program Rater.
- viii. Lead Safe Weatherization

Contractor may claim reimbursement for renovator certification, defined as field-related labor costs associated with performing lead renovator certification for ensuring lead paint safety on weatherized dwellings built prior to 1978.

**STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT**

- d. Heating and Cooling Services (HCS/EHCS)
 - i. If, during the course of repairing a defective unit, additional problems are found that would increase the cost of repairs to an amount beyond the established limits for repairs, Contractor may claim reimbursement for incurred costs related to the repair in addition to those costs associated with the replacement of the heating/cooling appliance.
 - ii. Dwellings in which a single appliance has been both repaired and replaced within the same Weatherization and/or ECIP EHCS component, or under a reweatherization call-back, Contractor may claim reimbursement for both the repair and the replacement of the appliance. Contractor shall report the single appliance as both a repaired and replaced appliance. Please reference repair and appliance policy located on the CSD Providers' website at <https://providers.csd.ca.gov>.
 - iii. For multi-unit dwellings with a common water heater, Contractor may claim reimbursement for only one water heater. Contractor may claim reimbursement for the actual number of water heater blankets used to wrap the common water heater. Contractor shall prorate the cost among all dwelling units within that building envelope.
 - iv. Duct repairs and replacements can only be charged to ECIP EHCS when provided in conjunction with emergency heating/cooling services performed under EHCS.
- e. Other Program Costs
 - i. Wages—Field Staff

Contractor may request reimbursement for the actual labor costs including benefits related to weatherization supervisors, assessors, inspectors, and crew members that are allocable to the program but not associated with the direct installation and/or performance of weatherization services/activities on the job site and training, including, but not limited to: job scheduling, job preparation, travel time, building and prepping of weatherization materials away from the job site and downtime in accordance with any guidance issued by CSD.

**STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT**

- ii. Wages – Program Management and Support
 - (a) Contractor may request reimbursement for the actual labor costs related to program management and support staff directly responsible for the direct management and oversight over the LIHEAP Weatherization and EHCS program activity or providing direct support to ensure the successful delivery of weatherization services.
 - (b) Reported costs may include labor costs associated with performing direct support in coordinating the delivery and tracking of direct program services, including but not limited to: job scheduling, collating and aggregating of weatherization activities and materials, staff time associated with Historic Preservation Review activities, and coordination of subcontracted services.
- iii. Lodging and Per Diem

Contractor may claim reimbursement for lodging and per diem related to the installation of weatherization measures subject to travel and per diem as described in the Travel and Per Diem Section Article 4.6 of this Agreement.
- iv. Disposal Fees

Disposal fees are acceptable expenses and may be charged only once to ECIP EHCS, or LIHEAP Weatherization per appliance and building material waste. Disposal fee reimbursement includes the actual cost of the fee.
- v. Vehicle and Equipment Repair and Maintenance
 - (a) Contractor may claim reimbursement for expenses related to upkeep and maintenance of vehicles and equipment used in the direct delivery of weatherization services and EHCS. Allowable costs shall be limited to expenditures associated with the maintenance of the vehicles and equipment and fuel and oil.

**STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT**

- (b) Contractor shall maintain records for fuel expenditures, vehicle maintenance and vehicle usage to substantiate allowable travel costs related to and allocable to LIHEAP weatherization.

vi. Historic Preservation Reviews

Historic Preservation Reviews means those expenses that are subcontracted to a third-party to perform the collection and reporting of potential weatherization properties subject to Historic Preservation Review requirements.

vii. Clearance Inspections for HUD Units

Should a clearance inspection be required, agencies shall defer the costs of the clearance inspection to the property owner and/or local housing authority. However, in those instances where the property owner and/or the local housing authority are unable to incur the costs of the clearance inspection, Contractors may seek a waiver from CSD allowing the cost of the inspection as a reimbursable activity. Waiver requests will be treated on a case-by-case basis and must be approved by CSD prior to beginning weatherization services. A copy of the clearance inspection must be placed and maintained in the client's file.

viii. Waste Breakage

Waste breakage are those expenses associated with weatherization materials that have been damaged and are part of Contractors' inventory or special order materials that are allocated to CSD programs. The cost of weatherization materials that are damaged that benefit multiple programs must be prorated accordingly. Costs must be directly associated to net changes in inventory and not associated with materials chargeable to another measure line item. Reimbursement for waste breakage is not allowable for Subcontractors.

ix. Ancillary Supplies

Ancillary supplies are additional low-cost materials or supplies (such as nuts, bolts, screws, and washers)

**STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT**

necessary to install a weatherization measure and not easily identifiable to a specific measure or dwelling. Costs of ancillary supplies that benefit multiple programs must be prorated accordingly. Costs must be directly associated to net changes inventory and not associated with materials chargeable to another measure line item. Reimbursement for ancillary supplies is not allowable for Subcontractors.

5. Dwelling Status

a. Completed Units

- i. Except as otherwise provided in subsection iii below. Contractor shall not report a weatherized dwelling as completed nor shall Contractor request reimbursement for a weatherized dwelling until all weatherization measures identified during the dwelling assessment have been installed and completed and quality assurance certification has been given, confirming the quality and completeness of the work performed.
- ii. A dwelling shall also be considered complete if:
 - (a) Assessed measures were found to be non-feasible;
 - (b) Client refused services for any or all measures; or
 - (c) The dwelling has been deferred.
- iii. Contractor shall not bill for incomplete units or prematurely close a unit with outstanding, unfinished weatherization measures in order to receive reimbursement for work completed. If there are measures found to be non-feasible by crew members after the initial assessment, the reason for the non-feasibility must be documented in the client file and, the job may be reported as completed in accordance with subparagraph i.
- iv. ECIP EHCS

Dwelling units receiving services under ECIP EHCS may be reported as completed and billed immediately upon the completion of ECIP EHCS measures regardless of the

**STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT**

completion status of weatherization measures installed in the same dwelling.

- v. If Contractor is not able to complete weatherization or ECIP HCS direct services during the contract term, Contractor may complete the dwelling in the next contract year. If Contractor completes the dwelling in the next contract year, Contractor must verify the client meets the income eligibility requirements for the following year in order for the measures and dwelling to be eligible for reimbursement.

b. Unweatherized Dwellings

- i. Contractor may claim reimbursement for outreach and intake for each eligible unit not previously weatherized. Additionally, Contractor will be allowed to claim reimbursement when a safety check of combustion appliances reveals safety hazards that preclude installation of measures.
- ii. Contractor may claim reimbursement for allowable weatherization activities as documented on the Weatherization Building Assessment and Job Checklist (CSD 540) or approved Contractor's equivalent for each eligible household not previously weatherized.

c. Previously Weatherized Dwellings

If the previous weatherization was performed under a nonfederal program or under this Agreement, the occupant eligibility must be verified and Contractor may seek reimbursement for the associated outreach and intake costs.

d. Leveraging Funds

Contractor may perform services and install energy conservation measures in a qualified dwelling as provided herein and in accordance with requirements of any other CSD program and compatible non-CSD funded program, if in the best interest of the client, provided:

- i. Reimbursement for Weatherization or EHCS activities is claimed only once when LIHEAP and DOE WAP, or any

**STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT**

other funding source, are used concurrently in the same unit.

- ii. Contractor may divide materials and labor cost of a single measure among LIHEAP, DOE, or other CSD programs when the single measure in question is installed in a dwelling where Weatherization or EHCS services are provided concurrently under these programs.
- iii. Contractor shall not bill multiple funding sources for the same product or service unless costs are allocated in such a manner that billing is not duplicative and Contractor receives no more than the total cost of the products and services provided.

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

Reimbursement shall be in accordance with the SWEATS Policy when specifically authorized by CSD. The SWEATS Policy is hereby incorporated by reference to this Agreement and available on the CSD Providers' website at <https://providers.csd.ca.gov>.

STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT

ARTICLE 6 – REPORTING POLICIES AND PROCEDURES

6.1 Reporting Requirements

A. Monthly Reports

1. Contractor shall submit to CSD Contractor's expenditures and activities (excluding ECIP Fast Track and HEAP Electric and Gas) by entry into the web-based, Expenditure Activity Reporting System (EARS). The monthly reports shall be submitted on or before the fifteenth calendar day following the reporting period, irrespective of the level of activity or amount of expenditure in the preceding period.
2. Expenditures for Assurance 16, Intake, ECIP WPO, ECIP EHCS, SWEATS, and HEAP program costs shall be reimbursed through the LIHEAP Monthly EHA 16 Expenditure/Activity Report via EARS.
3. Expenditures for Weatherization shall be reimbursed through the LIHEAP Monthly Weatherization Expenditure/Activity Report via EARS.
4. All adjustments, if any, must be reported through EARS under the report period in which the expenditures occurred.
5. Contractor shall also submit to CSD client/job detailed data for services rendered under LIHEAP Weatherization, ECIP EHCS, ECIP WPO, and HEAP WPO for the monthly period in which the service activity occurred and for which reimbursement for the service activity is requested.
 - a. Utilizing the software database collection system, Contractor shall submit monthly detailed client/job data separately from the EARS monthly activity/reimbursement reporting.
 - b. The client/job detailed data shall be sent electronically on or before the fifteenth calendar day following the reporting period in which direct service activity occurred.
 - c. CSD must receive the Monthly Client/Job Detailed Data Report before the monthly EHA 16 and Weatherization Expenditure/Activity Reports will be processed.
6. CSD will provide Contractor with specifications of CORE and EARS system changes, and, upon receipt of the specifications, Contractor shall implement system changes in their local systems within 60 days.

**STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT**

B. Solar Warranty Reporting

Contractors participating in the 2013/2014 Solar Water Heating (SWH) Pilot Project shall report to CSD whenever warranty work is required on any Solar Water Heating Systems installed under the pilot. The SWH Warranty Report shall include a written description of the following:

1. Dwelling address at which warranty work was provided;
2. Reason for warranty work (what was the problem);
3. The date (or dates) on which warranty work was provided; and
4. List of the costs charged to the LIHEAP contract for the warranty work.

The SWH Warranty Report shall be submitted during the month in which reimbursement for the warranty work is requested.

The SWH Warranty Report shall be submitted, via email, to wx@csd.ca.gov with the words "SWH Warranty Report" in the Subject line.

Contractor shall retain all warranty reports for the life of the warranty.

C. CSD Review

1. CSD shall review and approve Contractor's monthly reimbursement/activity reports before offsets to advances or reimbursement payments are issued. CSD will conduct an ongoing evaluation of Contractor's performance related to program and fiscal operations and its demonstrated ability to effectively utilize all funds available under this Agreement.
2. The issuance of other CSD contracts, including reimbursement payments to the Contractor, shall be contingent upon timely receipt of the required reports and/or compliance with the material requirements of this Agreement.

D. Close-out Report

1. Contractor shall submit on appropriate CSD forms, a close-out report, verifying all actual, allowable, and allocable costs earned during the term of this Agreement. Administrative costs, outreach, intake, training and Assurance 16 and technical assistance shall not exceed the maximum allowable amounts. Administrative and Assurance 16 costs shall remain

**STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT**

proportionate to the cumulative allowable program expenditures for Direct Services and Utility Assistance. Any administrative and Assurance 16 costs that exceed these limits shall be disallowed and returned to CSD within 90 calendar days after expiration of this Agreement. Subsequent payments, including advance payments, for LIHEAP or other CSD contracts may be withheld, absent timely receipt of the close-out report of this Agreement.

2. The issuance of other CSD contracts, and reimbursement and advance payments for existing contracts, may be withheld, absent receipt of the close-out report which is due no later than 90 days from the end of the contract term.
3. The close-out report shall include the following completed forms:
 - a. Close-out checklist with authorized signature (CSD 733);
 - b. Interest and Program Income Earned Reconciliation Report and Excess Revenue (CSD 733F); and
 - c. Equipment Inventory Schedule (CSD 733G).

4. Interest and Program Income-Earned and Excess Revenue

Contractor shall use a CSD 733F, LIHEAP Interest and Program Income Earned Close-out Reconciliation, to report actual costs and/or interest income earned and expended. Pursuant to CCR § 100855, program income earned and expended are subject to the expenditure and reimbursement guidelines for the program year in which expenditures occur.

5. Any weatherization materials purchased with the funds under this Agreement and remaining at the expiration of this Agreement shall be credited against Contractor's weatherization materials expenditures under this Agreement and charged to whatever other weatherization program Contractor may have in effect. If Contractor has no other weatherization program in effect, the CSD shall determine how the materials will be disposed and what, if any, the financial adjustment are required.

**STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT**

SUBPART C – PROGRAMMATIC REQUIREMENTS

ARTICLE 7 – PROGRAM POLICIES AND PROCEDURES

7.1 LIHEAP Agency Local Plan

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

If the LIHEAP Agency Local Plan documents do not indicate that the Contractor's proposed services and activities are in compliance with federal and State law governing the LIHEAP block grant, CSD may require Contractor to amend or supplement the responses or documentation, prior to execution of this Agreement by CSD.

- C. CSD's approval of the LIHEAP Agency Local Plan documents submitted by Contractor shall not be construed as approval of any costs expended under this Agreement. The approval of all expenditures remains subject to the federal and state requirements that the actual costs be allowable and allocable in accordance with applicable statutes, regulations, and the provisions of this Agreement.

7.2 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;

**STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT**

- 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 inconsistencies 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 most current 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 work performed by Contractor shall be in compliance with most current and applicable provisions of the California Energy Commission 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 covered pre-1978 dwellings shall be in compliance with the most current 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 utilized 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

**STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT**

Subawards to Institutions of Higher Education, Hospitals, Other Nonprofit Organizations, and Commercial Organizations.

5. All materials used 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, cannot be repaired and must be replaced.
2. The Title 24 energy conservation measure requirements to be applied are those applicable to the California Energy Commission (CEC) Climate Zone where the dwelling is located. 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.

STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT

3. Contractor shall document notification to tenants of multi-unit housing of weatherization and/or renovation activities in common areas using the Notice of Weatherization/Renovation (CSD 320) or approved Contractor's equivalent and Record of Tenant Notification Procedures (CSD 322) or approved Contractor's equivalent.

7.3 **Prioritization of Services**

- A. Contractor assures that ECIP, HEAP, and Weatherization activities are conducted in accordance with the AGENCY LOCAL PLAN, WEATHERIZATION AND ECIP EHCS in Subpart 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.

7.4 **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, HEAP Gas and Electric, ECIP WPO 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 LOCAL PLAN, WEATHERIZATION AND ECIP-EHCS in Subpart H.
- 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

**STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT**

AGENCY LOCAL PLAN, WEATHERIZATION AND ECIP-EHCS in
Subpart H.

E. Equitable Treatment

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

F. See Section 11.2 B, “Eligibility to Receive Federally Funded Public Benefits” concerning Federal restrictions on receipt of benefits.

7.5 Outreach and Intake Activity Guidelines

A. Outreach

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

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.

**STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT**

5. Provide low-income individuals who are physically infirm with the means to submit applications for HEAP and ECIP without leaving their residences.
6. All sites where intake is conducted must be accessible to the disabled.
7. Contractor shall utilize the Energy Intake Form (CSD 43), or approved 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 Form (CSD 43) or approved 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 Form (CSD 43) or approved Contractor's equivalent must be provided to a potential client upon request, whether or not a prescreening process is employed.

7.6 Assurance 16 Activity Guidelines

Assurance 16 program funds shall be used for services that encourage and enable households to reduce their home energy needs and thereby the need for energy assistance such as needs assessment, client education and budget counseling, and coordination with utility companies. 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 the AGENCY LOCAL PLAN, WEATHERIZATION AND ECIP-EHCS in Subpart H.

B. Client Education/Budget Counseling – General Requirements

Contractor shall provide all recipients of energy assistance under this Agreement with applicable energy conservation information and budget counseling in accordance with the Contractor's approved AGENCY LOCAL PLAN.

Article 7 – Program Policies and Procedures

**STANDARD AGREEMENT
PARTS I&II – ENTIRE CONTRACT**

WEATHERIZATION AND ECIP-EHCS in Subpart H. As a minimum Contractor shall include the following:

1. Information regarding the importance of applying for energy assistance prior to falling behind in utility payments and 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 approved Contractor's equivalent that substantiates that the client was provided with energy conservation, budget counseling, and mold, radon and lead-based paint education.
 2. Occupants of pre-1978 units to be weatherized must be provided the EPA pamphlet, "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and School."
 3. Contractor shall provide to all clients the EPA pamphlet, "A Brief Guide to Mold, Moisture, and Your Home."
 4. Contractor shall provide the client with 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 the client with an explanation of the effect 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 all clients with the EPA pamphlet, "A Citizen's Guide to Radon."

State of California
 Department of Community Services and Development
 Total 2015 LIHEAP Allocation
 Facsheet

Contract Number	County/Service Territory	Weatherization			Direct Services			Utility Assistance		Total Contract Allocation
		Initial WX Program	Delayed WX Program	WX Program Subtotal	Allowable Admin	Allowable A16	ECIP/HEAP Program	Admin/A16/ECIP/HEAP Subtotal	ECIP FT/HEAP GAE Program Subtotal	
15B-3001	1 Alameda County - Spectrum Community Services, Inc. Amador/Tuolumne Service Territory - Amador-Tuolumne CAA Calaveras County Tuolumne County Service Territory Total	721,853	423,535	1,145,388	228,783	211,767	1,346,319	1,786,869	1,458,511	4,390,768
2	Butte County - CAA of Butte County, Inc. Colusa County Glenn County Trinity County Service Territory Total	42,050	24,672	66,722	13,327	12,336	66,988	92,652	96,398	255,772
3	Contra Costa Co. - Contra Costa Employment & Human Services Dept/CSB Del Norte County - Del Norte Senior Center, Inc. (NON WEATHERIZATION) Del Norte County - Redwood CAA (WEATHERIZATION ONLY) El Dorado Service Territory - El Dorado Co. Health & Human Services Agency Alpine County El Dorado County Service Territory Total	62,207	36,499	98,706	19,715	18,249	123,272	161,236	118,437	378,379
4	Fresno County - Fresno County Economic Opportunities Commission Humboldt Service Territory - Redwood CAA Humboldt County Modoc Co. (WEATHERIZATION/HALF ASSURANCE (16)) Service Territory Total	117,582	68,989	186,571	37,267	34,495	219,300	291,062	237,574	715,207
5	Inyo Service Territory - Inyo Mono Advocates for Community Action, Inc. Inyo County Mono County Service Territory Total	221,839	130,160	351,999	70,309	65,080	409,561	544,950	432,409	1,349,358
6	Lassen Economic Development Corporation Los Angeles County Service Territory Total	400,629	235,062	635,691	126,975	117,531	1,105,245	1,349,751	451,438	2,436,880
7	Maravilla Foundation Pacific Asian Consortium in Employment Long Beach Community Action Partnership Service Territory Total	36,574	24,383	60,957	12,191	12,191	64,113	88,495	81,598	231,050
8	Imperial County - Campesinos Unidos, Inc. Imperial County San Diego County - Area A Service Territory Total	51,964	34,643	86,607	17,321	17,321	95,233	129,875	111,795	328,277
9	Maravilla Foundation Pacific Asian Consortium in Employment Long Beach Community Action Partnership Service Territory Total	38,609	25,739	64,348	12,870	12,870	123,055	148,795	30,764	243,907
10	Maravilla Foundation Pacific Asian Consortium in Employment Long Beach Community Action Partnership Service Territory Total	127,147	84,765	211,912	42,382	42,382	282,401	367,165	224,157	803,234
11	Maravilla Foundation Pacific Asian Consortium in Employment Long Beach Community Action Partnership Service Territory Total	618,193	362,714	980,907	195,930	181,357	528,451	905,738	1,873,588	3,760,243
12	Maravilla Foundation Pacific Asian Consortium in Employment Long Beach Community Action Partnership Service Territory Total	0	0	0	23,151	35,747	305,672	364,570	217,794	582,364
13	Maravilla Foundation Pacific Asian Consortium in Employment Long Beach Community Action Partnership Service Territory Total	121,851	71,494	193,345	15,468	0	0	15,468	0	208,813
14	Maravilla Foundation Pacific Asian Consortium in Employment Long Beach Community Action Partnership Service Territory Total	4,846	2,843	7,689	1,536	1,422	11,109	14,067	7,720	29,476
15	Maravilla Foundation Pacific Asian Consortium in Employment Long Beach Community Action Partnership Service Territory Total	343,939	201,800	545,739	109,008	100,900	788,479	998,387	547,927	2,092,053
16	Maravilla Foundation Pacific Asian Consortium in Employment Long Beach Community Action Partnership Service Territory Total	348,785	204,643	553,428	110,544	102,332	799,588	1,012,454	555,647	2,121,529
17	Maravilla Foundation Pacific Asian Consortium in Employment Long Beach Community Action Partnership Service Territory Total	1,426,305	836,860	2,263,165	432,052	418,430	1,052,988	1,923,470	4,489,053	8,675,688
18	Maravilla Foundation Pacific Asian Consortium in Employment Long Beach Community Action Partnership Service Territory Total	300,555	176,345	476,900	95,268	88,173	630,628	814,059	537,202	1,828,161
19	Maravilla Foundation Pacific Asian Consortium in Employment Long Beach Community Action Partnership Service Territory Total	75,273	50,182	125,455	10,618	12,545	0	23,163	0	148,618
20	Maravilla Foundation Pacific Asian Consortium in Employment Long Beach Community Action Partnership Service Territory Total	375,828	226,527	602,355	105,876	100,718	630,628	837,222	537,202	1,976,779
21	Maravilla Foundation Pacific Asian Consortium in Employment Long Beach Community Action Partnership Service Territory Total	141,829	83,215	225,044	44,951	41,608	203,902	290,461	347,186	862,691
22	Maravilla Foundation Pacific Asian Consortium in Employment Long Beach Community Action Partnership Service Territory Total	777,030	455,908	1,232,938	246,271	227,954	1,117,112	1,591,337	1,902,109	4,726,384
23	Maravilla Foundation Pacific Asian Consortium in Employment Long Beach Community Action Partnership Service Territory Total	918,859	539,123	1,457,982	291,222	269,562	1,321,014	1,881,798	2,249,295	5,589,075
24	Maravilla Foundation Pacific Asian Consortium in Employment Long Beach Community Action Partnership Service Territory Total	35,067	23,378	58,445	11,689	11,689	132,724	156,102	6,986	221,533
25	Maravilla Foundation Pacific Asian Consortium in Employment Long Beach Community Action Partnership Service Territory Total	44,080	29,387	73,467	14,693	14,693	166,833	186,219	8,781	278,467
26	Maravilla Foundation Pacific Asian Consortium in Employment Long Beach Community Action Partnership Service Territory Total	79,147	52,765	131,912	26,382	26,382	299,557	352,321	15,767	500,000
27	Maravilla Foundation Pacific Asian Consortium in Employment Long Beach Community Action Partnership Service Territory Total	1,300,420	762,999	2,063,419	412,153	381,499	1,263,225	2,066,877	3,788,678	7,909,974
28	Maravilla Foundation Pacific Asian Consortium in Employment Long Beach Community Action Partnership Service Territory Total	176,278	103,428	279,706	55,869	51,714	228,031	333,614	458,911	1,072,231
29	Maravilla Foundation Pacific Asian Consortium in Employment Long Beach Community Action Partnership Service Territory Total	173,159	101,598	274,757	54,881	50,799	504,617	610,297	168,207	1,053,261
30	Maravilla Foundation Pacific Asian Consortium in Employment Long Beach Community Action Partnership Service Territory Total	209,081	122,675	331,756	66,266	61,337	406,201	533,804	406,202	1,271,762
31	Maravilla Foundation Pacific Asian Consortium in Employment Long Beach Community Action Partnership Service Territory Total	86,796	50,926	137,722	27,509	25,463	185,490	238,462	151,764	527,948
32	Maravilla Foundation Pacific Asian Consortium in Employment Long Beach Community Action Partnership Service Territory Total	228,061	133,810	361,871	72,281	66,905	177,230	316,416	708,920	1,387,207
33	Maravilla Foundation Pacific Asian Consortium in Employment Long Beach Community Action Partnership Service Territory Total	364,837	214,062	578,899	115,631	107,031	567,043	789,705	880,565	2,219,169
34	Maravilla Foundation Pacific Asian Consortium in Employment Long Beach Community Action Partnership Service Territory Total	182,149	106,872	289,021	57,730	53,436	283,102	394,268	424,654	1,107,943
35	Maravilla Foundation Pacific Asian Consortium in Employment Long Beach Community Action Partnership Service Territory Total	1,244,083	729,943	1,974,026	394,298	384,971	2,123,683	2,882,982	2,710,312	7,567,290
36	Maravilla Foundation Pacific Asian Consortium in Employment Long Beach Community Action Partnership Service Territory Total	94,146	55,239	149,385	29,838	27,619	329,236	386,693	36,592	572,660
37	Maravilla Foundation Pacific Asian Consortium in Employment Long Beach Community Action Partnership Service Territory Total	2,202,069	1,292,025	3,494,094	697,922	646,013	3,422,537	4,766,472	5,133,807	13,394,373
38	Maravilla Foundation Pacific Asian Consortium in Employment Long Beach Community Action Partnership Service Territory Total	1,639,981	962,230	2,602,211	519,774	481,115	2,867,535	3,868,424	3,504,766	9,975,401
39	Maravilla Foundation Pacific Asian Consortium in Employment Long Beach Community Action Partnership Service Territory Total	1,430,766	839,475	2,270,241	453,470	419,741	833,900	1,707,111	4,725,439	8,702,791

State of California
 Department of Community Services and Development
 Total 2015 LIHEAP Allocation
 Facsheet

County/Service Territory	Contract Number	Weatherization			Direct Services			Administration/Assurance 16/EICIP/HEAP			Utility Assistance		Total Contract Allocation
		Initial WX Program	Delayed WX Program	WX Program Subtotal	Allowable Admin	Allowable A16	EICIP/HEAP Program	Admin A16/EICIP/HEAP Subtotal	EICIP/HEAP Program Subtotal	EICIP/HEAP GSE Program Subtotal			
20 Madera County - Community Action Partnership of Madera County, Inc.	15B-3020	190,823	111,962	302,785	60,479	55,981	170,536	286,996	570,924	1,160,705			
21 Marin County - Community Action Marin	15B-3021	125,842	73,836	199,678	39,884	36,918	127,133	203,935	361,897	765,450			
22 Mariposa County - Mariposa County Human Services Department	15B-3022	79,147	52,765	131,912	26,382	26,382	189,194	241,958	126,130	500,000			
23 Merced County - Merced County CAA	15B-3023	357,691	209,868	567,559	113,366	104,934	319,662	537,962	1,070,176	2,175,697			
24 Modoc - T.E.A.C.H. Inc. (NON WEATHERIZATION/HALF ASSURANCE 16)	15B-3024	0	0	0	14,473	12,546	167,937	194,956	131,951	326,907			
25 Nevada County - Project GO, Inc.	15B-3025	339,721	134,951	474,672	76,922	67,476	521,527	665,925	347,685	1,488,282			
26 Orange County - Community Action Partnership of Orange County	15B-3026	951,613	558,342	1,509,955	301,603	279,171	1,442,056	2,022,830	2,255,524	5,788,309			
27 Placer County - Project GO, Inc.	15B-3027	270,980	158,993	429,973	85,884	79,486	410,638	576,018	642,280	1,648,271			
28 Plumas Service Territory - Plumas Co. Community Development Commission Plumas County		67,024	44,683	111,707	22,341	22,341	240,321	285,003	26,702	423,412			
Sierra County		12,123	8,082	20,205	4,041	4,041	43,471	51,553	4,830	76,588			
Service Territory Total		79,147	52,765	131,912	26,382	26,382	283,792	336,556	31,530	500,000			
29 Riverside County - Community Action Partnership of Riverside County	15B-3028	1,492,251	875,552	2,367,803	472,953	437,776	1,449,570	2,360,299	4,348,712	9,076,814			
30 Sacramento Service Territory - Community Resource Project, Inc. Sacramento County		1,130,472	663,285	1,793,757	358,290	331,642	1,669,171	2,359,103	2,723,384	6,876,244			
Sutter County		100,015	58,682	158,697	31,699	29,341	147,674	208,714	240,940	608,351			
Yuba County		110,442	64,800	175,242	35,003	32,400	193,110	260,513	236,024	671,779			
Service Territory Total		1,340,929	786,767	2,127,696	424,992	393,383	2,009,955	2,828,330	3,200,348	8,156,374			
31 San Benito Co. - Dept. Comm. Svcs. & Wkts. Dev. (NON WEATHERIZATION)	15B-3031	1,486,756	872,328	2,359,084	15,417	25,694	61,418	102,529	245,601	348,199			
32 San Bernardino County - Community Action Partnership of San Bernardino Co.	15B-3032	365,858	214,661	580,519	471,211	436,184	2,021,926	2,929,301	3,755,004	9,043,389			
33 San Diego County - Area B - Metropolitan Area Advisory Committee	15B-3033	365,858	214,661	580,519	115,954	107,330	540,199	763,483	881,376	2,225,378			
34 San Francisco County - Economic Opportunity Council of San Francisco, Inc.	15B-3034	363,491	202,833	566,324	113,063	101,416	279,905	494,384	1,119,620	2,180,328			
35 San Joaquin Co. - San Joaquin Co. Dept. of Aging & Community Services	15B-3035	682,302	400,329	1,082,631	216,248	200,164	450,695	867,107	2,200,453	4,150,191			
36 San Luis Obispo Co. - Community Action Partnership of San Luis Obispo Co., Inc.	15B-3036	185,637	108,919	294,556	58,836	54,460	346,229	458,525	375,082	1,129,163			
37 Santa Barbara Co. - Community Action Commission of Santa Barbara County	15B-3037	302,079	177,239	479,318	95,741	88,629	821,629	1,005,990	352,126	1,837,434			
38 Santa Clara County - Sacred Heart Community Service	15B-3038	726,877	426,482	1,153,359	230,376	213,241	621,356	1,064,973	2,202,992	4,421,324			
39 Santa Cruz Service Territory - Central Coast Energy Services, Inc. Monterey County		384,693	225,712	610,405	121,924	112,856	418,534	653,314	1,076,230	2,339,949			
San Mateo County		297,829	174,746	472,575	94,394	87,373	300,883	482,650	856,961	1,811,586			
Santa Cruz County		230,109	135,012	365,121	72,930	67,506	250,351	390,787	643,760	1,398,668			
San Benito County (WEATHERIZATION ONLY)		77,081	51,387	128,468	10,277	0	0	10,277	0	138,745			
Service Territory Total		989,712	586,857	1,576,569	299,525	267,735	969,768	1,537,028	2,576,351	5,689,948			
40 Shasta/Tehama Service Territory - Self-Help Home Improvement Project, Inc. Shasta County		308,762	181,161	489,923	97,858	90,580	695,843	884,281	503,885	1,878,089			
Tehama County		131,253	77,011	208,264	41,599	38,505	295,799	375,903	214,199	798,366			
Service Territory Total		440,015	258,172	698,187	139,457	129,085	991,642	1,260,184	718,084	2,676,455			
41 Siskiyou County - Great Northern Corporation	15B-3040	241,574	130,004	371,578	70,225	66,002	387,426	522,163	4,473,520	1,367,751			
42 Stanislaus County - Central Valley Opportunity Center, Incorporated	15B-3041	593,283	346,098	941,381	188,034	174,049	461,051	823,154	1,844,502	3,608,717			
43 Tulare County - Community Services & Employment Training, Inc.	15B-3042	821,499	482,000	1,303,499	260,365	241,000	893,762	1,395,127	2,298,247	4,996,873			
44 Ventura Service Territory - Community Action of Ventura County, Inc. Los Angeles County - Area A Ventura County		1,177,909	69,181	1,870,090	37,370	34,591	146,608	218,589	311,540	717,199			
Service Territory Total		378,358	221,994	600,352	119,916	110,997	470,446	701,359	999,696	2,301,407			
45 Association of California Community and Energy Services (ACCES)	15B-3044	496,267	291,175	787,442	157,286	145,588	617,054	919,928	1,311,236	3,018,606			
15B-3045		0	0	0	0	0	305,000	305,000	0	305,000			
TOTALS		26,371,673	15,427,885	41,799,558	8,327,456	7,713,943	36,008,631	52,050,030	66,325,428	160,175,016			

2015 LIHEAP EHA-16 AND UTILITY ASSISTANCE BUDGET

Contractor: Community Action Partnership of Riverside County		Contract Number: 15B- 3029	Telephone Number: (951) 955-6404
Class "B" Contractor's License No.:	Name on License:		Expiration Date:
Ace & Sons, Hawaii, Masco , Reliable, David S	768277,864393,221517, 704414, 885220		5/31/15,9/30/15,3/31/15;
Prepared By, Title:	Date Prepared:	E-mail Address:	Fax Number:
Godwin Aimua; Energy Manger	12/15/2015	Gaimua@capriverside.org	(951) 955-0944
DTAL ADMINSTRATION, ASSURANCE 16, and ECIP/HEAP UTILITY ASSISTANCE ALLOCATIO			\$ 9,076,814
10 - ASSURANCE 16 BUDGET			
1	Assurance 16 Activities		\$ 437,776
20 - ADMINISTRATIVE BUDGET			
1	Administrative Cost		\$ 472,953
2	Administrative Equipment (More Than \$5,000)		\$
TOTAL Administrative Budget (Total of Section 20 Lines 1 - 2)			\$ 472,953
30 - INTAKE BUDGET (ECIP AND HEAP)			
1	Intake	<i>Not to Exceed</i> 653,287	\$ 540,000
40 - OUTREACH BUDGET (ECIP AND HEAP)			
1	Outreach	<i>Not to Exceed</i> 408,304	\$ 380,000
50 - TRAINING AND TECHNICAL ASSISTANE BUDGET (ECIP AND HEAP)			
1	Training and Technical Assistar	<i>Not to Exceed</i> 163,322	\$ 158,000
60 - ECIP AND HEAP DIRECT PROGRAM SERVICES BUDGET			
1	ECIP EHCS DIAGNOSTIC		\$ 5,621
2	ECIP EHCS Cooling Service Repair/Replacement		\$ 140,535
3	ECIP EHCS Heating Service Repair/Replacement		\$ 109,617
4	ECIP EHCS Water Heater Repair/Replacement		\$ 28,107
5	ECIP EHCS Other Program Costs		\$ -
ECIP EHCS SUBTOTAL (Section 60 Lines 1-5)			\$ 283,880
6	ECIP Wood, Propane, and Oil (ECIP WPO)		\$ 43,000
7	Severe Weather Energy Assistance and Transportation Services (SWEATS) <i>activated by CSD</i>		\$ -
8	SWEATS Drought 2014 (Total from Section 285 Line 1)		\$ -
9	HEAP Wood, Propane, and Oil (HEAP WPO)		\$ -
10	Liability Insurance		\$ 2,500
11	Major Vehicle and Equipment (More than \$5,000)		\$ -
12	Minor Vehicle and Equipment (Less than \$5,000)		\$ -
13	Workers' Compensation		\$ 10,000
14	General Operating Expenditures		\$ 15,000
15	Automation Supplemental		\$ 17,190
TOTAL ECIP and HEAP Direct Progam Services Budget (Section 60 Lines 1-15)			\$ 371,570
70 - SUBTOTAL BUDGET (Total of Sections 10, 20, 30, 40, 50, and 60)			\$ 2,360,299
80 - ECIP AND HEAP UTILITY ASSISTANCE BUDGET			
1	ECIP Fast Track and HEAP Gas & Electric (Utility Assistance)		\$ 4,348,712
90 - GRAND TOTAL BUDGET (Total Sections 70 and 80)			\$ 6,709,011

2015 LIHEAP PERFORMANCE AND EXPENDITURE BENCHMARK

Local Service Provider Name: Community Action Partnership of Riverside County		1/27/2014
Prepared By: NAME AND TITLE (please print) Godwin Aimua, Energy Manager	Phone Number: 951-955-4900	E-mail Address: Gaimua@capriverside.org

SECTION 1 - WEATHERIZATION

SECTION 1A - Total Weatherization Expenditure						
	Total Weatherization Allocation	Enter a Percentage % Quarter 1 (1/1/15 - 3/31/15)	Enter a Percentage % Quarter 2 (4/1/15 - 6/30/15)	Enter a Percentage % Quarter 3 (7/1/15-9/30/15)	Enter a Percentage % Quarter 4 (10/1/15 - 1/31/16)	Total Unit Production
	\$ 1,492,251.00	0%	30%	31%	39%	300.00
TOTAL	\$1,492,251.00	0%	30%	61%	100%	300.00

SECTION 1B - Weatherization Direct Program Activities Expenditure by County						
Enter the name of each county within your service territory on a separate line	Enter the dollar amount associated with the county	Enter a Percentage % Quarter 1 (1/1/15 - 3/31/15)	Enter a Percentage % Quarter 2 (4/1/15 - 6/30/15)	Enter a Percentage % Quarter 3 (7/1/15-9/30/15)	Enter a Percentage % Quarter 4 (10/1/15 - 1/31/16)	Total Households to be Served per County
Riverside County	\$1,216,998.00	0%	30%	31%	39%	300.00
TOTAL	\$1,216,998.00	0%	30%	61%	100%	300.00

** Performance Benchmarks - Per Article 10.5.b: 60% of funds should be expended by September 30, 2015.*

SECTION 2 - EHA-16

SECTION 2A - Total EHA-16 Expenditure						
	Total EHA-16 Allocation	Enter a Percentage % Quarter 1 (1/1/15 - 3/31/15)	Enter a Percentage % Quarter 2 (4/1/15 - 6/30/15)	Enter a Percentage % Quarter 3 (7/1/15-9/30/15)	Enter a Percentage % Quarter 4 (10/1/15 - 1/31/16)	Total Unit Production (EHCS and WPO)
	\$ 2,360,299.00	0%	30%	31%	39%	247.00
TOTAL	\$2,360,299.00	0%	30%	61%	100%	247.00

SECTION 2B - Total EHCS Expenditures by County

Enter the name of each county within your service territory on a separate line	Enter the dollar amount associated with the county	Enter a Percentage % Quarter 1 (1/1/15 - 2/28/15)	Enter a Percentage % Quarter 2 (4/1/15 - 6/30/15)	Enter a Percentage % Quarter 3 (7/1/15-9/30/15)	Enter a Percentage % Quarter 4 (10/1/15 - 1/31/16)	Total Households to be Served per County
County of Riverside	\$283,880.00	0%	30%	31%	39%	132.00
TOTAL	\$283,880.00	0%	30%	61%	100%	132.00

* Performance Benchmarks - Per Article 10.5.b: 60% of funds should be expended by September 30, 2015 .

SECTION 2C - Total ECIP WPO Expenditures by County

Enter the name of each county within your service territory on a separate line	Enter the dollar amount associated with the county	Enter a Percentage % Quarter 1 (1/1/15 - 2/28/15)	Enter a Percentage % Quarter 2 (4/1/15 - 6/30/15)	Enter a Percentage % Quarter 3 (7/1/15-9/30/15)	Enter a Percentage % Quarter 4 (10/1/15 - 1/31/16)	Total Households to be Served per County
County of Riverside	\$43,000.00	0%	30%	31%	39%	115.00
TOTAL	\$43,000.00	0%	30%	61%	100%	115.00

* Performance Benchmarks - Per Article 10.5.b: 60% of funds should be expended by September 30, 2015 .

SECTION 2D - Total HEAP WPO Expenditures by County

Enter the name of each county within your service territory on a separate line	Enter the dollar amount associated with the county	Enter a Percentage % Quarter 1 (1/1/15 - 2/28/15)	Enter a Percentage % Quarter 2 (4/1/15 - 6/30/15)	Enter a Percentage % Quarter 3 (7/1/15-9/30/15)	Enter a Percentage % Quarter 4 (10/1/15 - 1/31/16)	Total Households to be Served per County
County of Riverside	\$0.00	0%	0%	0%	0%	0.00
TOTAL	\$0.00	0%	0%	0%	0%	0.00

* Performance Benchmarks - Per Article 10.5.b: 60% of funds should be expended by September 30, 2015 .

SECTION 3 - UTILITY ASSISTANCE (HEAP & FAST TRACK)

SECTION 3A - Total HEAP Expenditures by County

Enter the name of each county within your service territory on a separate line	Enter the dollar amount associated with the county	Enter a Percentage % Quarter 1 (1/1/15 - 3/31/15)	Enter a Percentage % Quarter 2 (4/1/15 - 6/30/15)	Enter a Percentage % Quarter 3 (7/1/15-9/30/15)	Enter a Percentage % Quarter 4 (10/1/15 - 1/31/16)	Total Households to be Served per County
County of Riverside	\$3,044,098.00	5%	25%	30%	40%	8624.00
TOTAL	\$3,044,098.00	5%	30%	60%	100%	8624.00

* Performance Benchmarks - Per Article 10.5.b: 60% of funds should be expended by September 30, 2015.

SECTION 3B - Total Fast Track Expenditures by County

Enter the name of each county within your service territory on a separate line	Enter the dollar amount associated with the county	Enter a Percentage % Quarter 1 (1/1/15 - 3/31/15)	Enter a Percentage % Quarter 2 (4/1/15 - 6/30/15)	Enter a Percentage % Quarter 3 (7/1/15-9/30/15)	Enter a Percentage % Quarter 4 (10/1/15 - 1/31/16)	Total Households to be Served per County
Conuty of Riverside	\$1,304,614.00	5%	25%	30%	40%	3034.00
TOTAL	\$1,304,614.00	5%	30%	60%	100%	3034.00

* Performance Benchmarks - Per Article 10.5.b: 60% of funds should be expended by September 30, 2015.

2015 LIHEAP WEATHERIZATION BUDGET

Contractor: Community Action Partnership of Riverside County			Contract Number: 15B- 3029	Telephone Number: (951) 955-6404	
Class "B" Contractor's License No.: Ace & Sons, Hawaii, Masco , Reliable, David Sta		Name on License: 768277,864393,221517, 704414, 885220		Expiration Date: 5/31/15,9/30/15,3/31/15;	
Prepared By, Title: Godwin Aimua, Energy Manger		Date Prepared: 12/15/2015	E-mail Address: Gaimua@capriverside.org	Fax Number:	
			COLUMN A	COLUMN B	
10 - TOTAL WEATHERIZATION ALLOCATION			\$ 875,552	\$ 1,492,251	
20 - WEATHERIZATION PROGRAM BUDGET			<i>Not to exceed without waiver</i>		
1	Intake	70,044	119,380	\$ 70,044	\$ 119,380
2	Outreach	43,778	74,613	\$ 43,777	\$ 74,612
3	Training and Technical Assistance	43,778	74,613	\$ 26,266	\$ 44,761
4	Direct Program Activities			\$ 698,965	\$ 1,216,998
5	Liability Insurance			\$ 1,500	\$ 1,500
6	Major Vehicle and Equipment (More than \$5,000)			\$ -	\$ -
7	Minor Vehicle and Equipment (Less than \$5,000)			\$ -	\$ -
8	Workers' Compensation			\$ 10,000	\$ 10,000
9	General Operating Expenditures			\$ 25,000	\$ 25,000
10	Training and Technical Assistance - Solar Hot Water Heating			\$	\$
Total Weatherization Program Costs (Total of lines 1 - 10)				\$ 875,552	\$ 1,492,251



CERTIFICATION REGARDING LOBBYING

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FAMILY SUPPORT ADMINISTRATION

PROGRAM: Low-Income Home Energy Assistance Program

PERIOD: January 1, 2015 through January 31, 2016

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.

Interim Executive Director
Title

John Mooney
Signature

CAP Riverside
Agency/Organization

12/24/13
Date

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction
Standard Form - LLL-A

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

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

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

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

\\COBRA\Shared\Contracts\Low Income Home Energy Assistance Program\2015 LIHEAP\Certification Regarding Lobbying.doc



**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

TABLE OF CONTENTS

		<u>Page</u>
ARTICLE I	NAME AND PURPOSE	1
Section 1	Name	
Section 2	Purpose	
ARTICLE II	ORGANIZATION	1
Section 1	Governing Board	
Section 2	Administering Board	
ARTICLE III	COMMISSION COMPOSITION	2
Section 1	Representatives of the Public Sector	
Section 2	Representatives of the Low-Income Sector	
Section 3	Representatives of the Private Sector	
Section 4	Alternate Representatives	
ARTICLE IV	COMMISSION SELECTION PROCEDURES	2
Section 1	Selection Procedure for Representatives of the Public Sector	
Section 2	Selection Procedure for Representatives of the Low-Income Sector	
Section 3	Selection Procedure for Representatives of the Private Sector	
Section 4	Selection Procedure for Alternate Representatives	
Section 5	Terms of Office for Each Sector	
Section 6	Vacancies	
Section 7	Conflicts	
ARTICLE V	POWERS OF THE COMMISSION	6
Section 1	Reference to Delineation of Powers Agreement	
Section 2	Communication with the Board of Supervisors	
Section 3	Community Involvement	
Section 4	Commission Rules and Procedures	
Section 5	Annual Meeting with the Board of Supervisors	
ARTICLE VI	OFFICERS AND DUTIES	7
Section 1	Officers	
Section 2	Duties	
Section 3	Election of Officers	

ARTICLE VII	CODE OF ETHICS	8
Section 1	Conduct	
Section 2	Removal of a Primary or Alternate Commissioner	
Section 3	Removal From an Office of the Commission	
Section 4	Removals Based on Absenteeism	
ARTICLE VIII	COMMITTEES AND DUTIES	10
Section 1	Executive Committee	
Section 2	Planning Evaluation and Finance Committee	
Section 3	Membership Committee	
Section 4	Legislative Committee	
Section 5	Energy Task Force	
Section 6	Ad Hoc Committees	
Section 7	Chairpersons of Standing Committees	
Section 8	Committee Rules	
ARTICLE IX	MEETINGS OF THE COMMISSION AND COMMITTEES	12
Section 1	Public Meetings	
Section 2	Quorum	
Section 3	Meeting Rules	
Section 4	Minutes	
Section 5	Proxy Voting	
Section 6	Compensation	
Section 7	Robert' s Rules for Conduct of Meetings	
Section 8	Committee-of-the-Whole	
ARTICLE X	AMENDMENT OF BY-LAWS	13
Section 1	Amendment Without Consent of the Board of Supervisors	
Section 2	Voting on Recommended Amendments	
Section 3	Notification for By-Laws Changes	
Section 4	Copy to CSD	
ARTICLE XI	PUBLIC ACCESS TO RECORDS	14
ARTICLE XII	DEFINITIONS	14
EXHIBIT A	DELINEATION OF POWERS	16
EXHIBIT B	COMMUNITY ACTION CODE OF ETHICS	19

**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 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 the staff of the DCA 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 the DCA and Community Action Program is vested in the Executive Director of the DCA; 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.

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT

Board Roster

Exhibit D, Attachment I

CSD 188 New

Received by CSD:

Board Roster

Agency Name: Community action Partnership of Riverside County

Agency Address: 2038 Iowa Ave Suite B 102, Riverside, CA 92507

Effective Date: 11/05/14

Submitted By: Riverside, CA 92507

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.

Name:	Title/Position:	Address:	Phone Number:	Email:
John Mooney	Executive Director	2038 Iowa Ave Suite B102, Riverside, CA 92507	951.955.4900	JohnMooney@capriverside.org
Susan McKee	Board Chair	University of California, Riverside Assistant Vice Chancellor 900 University Avenue 3108 Hinderaker Hall	951.827.2750	susan.mckee@ucr.edu
As a Public Agency, the Riverside County, Board of Supervisors and the County Purchasing Agent are the only authorized signers of the Contract.	Additional Authorized signer of the Contract other than the above			
Teresa Hunter	Commissioner Primary District 1	2361 Prospect Avenue Riverside, CA 92507	951.313.4348	sohappy831@yahoo.com

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT

Board Roster

Exhibit D, Attachment I

CSD 188 New

Received by CSD:

Name:	Title/Position:	Address:	Phone Number:	Email:
Art Garcia	Commissioner Alternate District 1	14190 Moonridge Drive Riverside, CA 92503	951.535.0350	iblmrg41@gmail.com
Marvin Powell, Jr.	Secretary Primary District 2	3570 Second Street Riverside, CA 92501	951.427.7710	marvinjr@gmail.com
Vacant	Commissioner Alternate District 2			
Penelope Engard	Commissioner Primary District 3	575 S. Lyon Ave Sp. 123 Hemet, CA 92543	951.846.9123	tjtracker1743@gmail.com
Mary Morse	Commissioner Alternate District 3	PO Box 2453 Idyllwild, CA 92549	951.766.8659	vrcwohip@aol.com
J. Gene Walker	Commissioner Primary District 4	PO Box 5313 Palm Springs, CA 92263	760.898.6978	jwalker15@dc.rr.com
Carole Schaudt	Commissioner Alternate District 4	74-007 Oak Springs Drive Palm Desert, CA 92260	760.567.3361	carole@carole-schaudt.info
Ernie Saldana	Commissioner Primary District 5	PO Box 1037 Cabazon, CA 92230	951.492.5250	abear.12@hotmail.com

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT

Received by CSD:

Board Roster

Exhibit D, Attachment I

CSD 188 New

Name:	Title/Position:	Address:	Phone Number:	Email:
Randy Triplett	Commissioner Alternate District 5	PO Box 8566 Moreno Valley, CA 92552	951.992.8119	bishoptriplett@gmail.com
VACANT	Alternate At Large			
Helen Barnes	Commissioner Primary Labor/Employment	2102 West Lincoln Banning, CA 92220	951.675.4326	animalshelter@hotmail.com
Bill J. Perez	Commissioner Alternate Labor/Employment	Riverside/San Bernardino BCTC Executive Secretary-Business Manager	951.684.1040	btcbill@sbcglobal.net
Gail Ousley	Commissioner Primary Social Services	United Way of the Inland Valleys VP of Community Engagement 6215 River Crest Dr. Suite B	951.697.4711	gousley@uwiv.org
Tiffany Baker	Commissioner Alternate Social Services	The Empowerment Center 27262 Via Industria Temecula, CA 92590	951.514.2939 ext 111	tbaker@theempowermentcenterintl.com
VACANT	Commissioner Primary Education			
Bruce Kulpa	Commissioner Primary Housing	Riverside Housing Development Corporation 3985 University Avenue	951.341.0170	kulpbuce@aol.com

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
 Board Roster
 Exhibit D, Attachment I
 CSD 188 New

Received by CSD:

Name:	Title/Position:	Address:	Phone Number:	Email:
Irene Morales	Commissioner Alternate Legal	Inland Counties Legal Services Executive Director 1040 Iowa Ave Suite 101	951.368.2540	imorales@icls.org
Art Welch	Commissioner Primary City of Banning	PO Box 998 Banning, CA 92220	951.237.2525	awelch5@verizon.net
Ana Sandoval	Commissioner Alternate City of Banning	PO Box 998 Banning, CA 92220	951.966.5390	asandoval@ci.banning.ca.us
Steven Hernandez	Commissioner Primary City of Coachella	City of Coachella Councilman 1516 6th St	951.955.8453	s.hernandez@coahcella.org
Jacob Alvarez	Commissioner Alternate City of Coachella	City of Coachella Assistant to the City Manager 1516 6th St	760.398.3052	jalvarez@coahcella.org
Ginny Foat	Commissioner Primary City of Palm	Councilmember City of Palm Springs 3200 East Tahquitz Canyon Way	760.778.7832	Ginny.Foat@palmspring s-ca.gov
Dale Cook	Commissioner Alternate City of Palm	City of Palm Springs 3200 East Tahquitz Canyon Way Palm Springs, CA 92262	760.323.8198	Dale.Cook@palmsprings -ca.gov
Rita Rogers	Commissioner Primary City of Perris	Mayor Pro Tem City of Perris 101 North S Street	951.943.6100	rrogers@cityofperris.org

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT

Received by CSD:

Board Roster

Exhibit D, Attachment I

CSD 188 New

Name:	Title/Position:	Address:	Phone Number:	Email:
Al Landers	Commissioner Alternate City of Perris	Councilmember City of Perris 101 North S Street	951.643.6100	allanders@cityofperris.org
Mike Soubirous	Commissioner Primary City of Riverside	Councilman City of Riverside 3900 Main Street	951.826.5991	msoubirous@riversideca.gov
VACANT	Commissioner Alternate City of Riverside			

Public Website Update

Name of Agency Staff Completing This Form:	Date of Update:
Richard Lemire	December 24, 2014
Staff Phone:	Staff Email:
(951) 955-6369	rlemire@capriverside.org

Instructions: The agency contact and application information below will be used by CSD to update our website. Please go to the CSD website to see your current agency contact information that will be viewed by the public to reach your agency for services (<http://www.csd.ca.gov/Services/FindServicesinYourArea.aspx>). The information in Column B is the most current information CSD has for your agency. Please review it carefully and enter any changes in Column B. If the information is correct, please enter "NC" (No Change).

A	B
	<i>Updated Information</i>
Agency	County of Riverside, Community Action Partnership
County(ies)	Riverside
Address	2038 Iowa Avenue, Suite B-102, Riverside, CA 92507
Phone	(951) 955-4900
Office Hours	Monday Through Friday 8:00 A.M- 5:00 P.M
Website	www.capriverside.org
Facebook	www.facebook.com/caprivco
Energy Services Offered	Utility payment assistance (LIHEAP), Weatherization, City of Riverside SHARE electric assistance
How to Apply for Services	By appointments, In person, online, at community partner locations
Documents Required for Energy Services	<p>CHECKLIST OF MANDATORY DOCUMENTS FOR LIHEAP <i>All required documents must be included. Incomplete applications will not be accepted and will be re</i></p> <p>Energy Intake Form - CSD43 (revised 1/2014) Fill out and sign - both sides - Please do not use white out Questions on Sections 1 - 5 ARE MANDATORY AND MUST BE FILLED OUT BY APPLICANT</p> <p>Statement of Citizenship form - CSD600 Fill out and sign - Please do not use white out</p> <p>Current (most recent) blue gas bill/propane bill Entire bill (all pages). Showing 22+ days of usage</p> <p style="text-align: right;"><i>Both complete gas and electric bills are needed for application</i></p> <p>Current (most recent) electric bill</p>

CERTIFICATE NUMBER
CRIME-177

EVIDENCE OF INSURANCE

ISSUE DATE (MM/DD/YY)
01/15/15

PRODUCER

C/O ALLIANT INSURANCE SERVICES, INC.
P.O. BOX 6450
NEWPORT BEACH, CA 92658-6450
LICENSE #0C36861
P (949) 756-0271 / F (619) 699-0901

THIS EVIDENCE OF INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST. THIS EVIDENCE OF INSURANCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S) AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

COMPANY AFFORDING COVERAGE

INSURED

CSAC EXCESS INSURANCE AUTHORITY MEMBER
RIVERSIDE COUNTY
ATTN: JIM SESSIONS
P.O. BOX 1210
RIVERSIDE, CA 92502-1210

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA (AIG)

COVERAGE INFORMATION

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSION AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
GOVERNMENT CRIME POLICY INCLUDING: FAITHFUL PERFORMANCE EMPLOYEE DISHONESTY MONEY & SECURITIES FORGERY OR ALTERATION COMPUTER FRAUD ROBBERY & SAFE BURGLARY MONEY ORDER AND COUNTERFEIT PAPER CURRENCY	01-309-61-64	06/30/14	06/30/15	\$10,000,000 PER OCCURRENCE LIMIT SUBJECT TO \$25,000/\$50,000 DEDUCTIBLE \$25,000 DEDUCTIBLE APPLIES TO ALL COVERAGES EXCEPT, PUBLIC EMPLOYEE THEFT/FAITHFUL PERFORMANCE AND \$50,000 DEDUCTIBLE APPLIES ONLY TO PUBLIC EMPLOYEE THEFT/FAITHFUL PERFORMANCE
FOLLOW FORM EXCESS GOVERNMENTAL CRIME POLICY	01-309-61-65	06/30/14	06/30/15	\$5,000,000 PER OCCURRENCE LIMIT EXCESS OF \$10,000,000 UNDERLYING LIMIT

REMARKS (INCLUDING SPECIAL CONDITIONS)

AS RESPECTS EVIDENCE OF COVERAGE FOR AGREEMENT NO. 15B-3029 FOR THE 2015 LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP) FUNDING.

THIS EVIDENCE OF INSURANCE REPRESENTS SOLELY A CURRENT STATEMENT THAT A BOND OR POLICY IS IN EFFECT FOR THE NAMED INSURED ONLY, THAT SUCH BOND OR POLICY CONVEYS NO PROTECTION OR RIGHTS TO ANYONE OTHER THAN THE NAMED INSURED, AND THAT REFERENCE TO THE BOND OR POLICY MUST BE MADE FOR THE TERMS AND CONDITIONS OF THE COVERAGE THEREUNDER. THIS EVIDENCE OF INSURANCE IS BEING ISSUED AS A MATTER OF INFORMATION ONLY AND DOES NOT PROVIDE ANY BENEFIT TO THE ADDITIONAL INTEREST. THIS EVIDENCE OF INSURANCE IN NO WAY AMENDS, EXTENDS OR ALTERS THE POLICY TERMS AND CONDITIONS.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

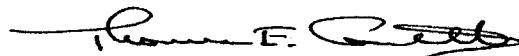
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
2389 GATEWAY OAKS DR, STE 100
SACRAMENTO, CA 95833

NATURE OF INTEREST

EVIDENCE ONLY

JOINT LOSS PAYABLE

AUTHORIZED REPRESENTATIVE





COUNTY OF
Riverside
HUMAN RESOURCES
Winner IPMA Award for Excellence
Risk Management Division

MICHAEL STOCK,
Asst. County Executive Officer/
Human Resources Director

Post Office Box 1210, Riverside, CA 92502-1210
(951) 955-3540 Fax (951) 955-5862

January 16, 2015

To Whom It May Concern:

Re: Department of Community Services and Development

The County of Riverside is self-insured under the State of California Government Code Section 990.4 for the lines of coverage and in the amount indicated below:-

- *Commercial General Liability including Vehicle Liability self-insured for \$1MM Combined Single Limit per occurrence.*
- *Workers' Compensation & Employers' Liability permissibly self-insured for \$2MM Per Occurrence*

The County meets all State requirements for self-insured and complies with all State of California rules and regulations for self-insured entities.

The County of Riverside maintains an adequate reserve for claims; the County is also audited annually by an independent firm.

Please do not hesitate to contact me at your convenience if you have any additional questions and/or concerns regarding this matter.

Best regards,

Jeffrey L. Hunter
Senior Risk Management Analyst

JLH/ar

**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: Holmstrom, B

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

City: _____ **Zip:** _____

Phone #: _____

Date: _____ **Agenda #** 3-8

PLEASE STATE YOUR POSITION BELOW:

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

_____ **Support** _____ **Oppose** _____ **Neutral**

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

_____ **Support** _____ **Oppose** _____ **Neutral**

I give my 3 minutes to: _____

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.