

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

378



FROM: Department of Public Health/Community Action Partnership of Riverside County

SUBMITTAL DATE:
March 6, 2015

SUBJECT: Ratify Amendment #2 to the Energy Savings Assistance Program Agreement #5660030621 with the Southern California Gas Company. [District: All] [\$622,225] [Southern California Gas Company]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify Amendment #2 to Agreement #5660030621 to the Energy Savings Assistance Program (ESAP) Agreement between Southern California Gas Company (SCGC) and Community Action Partnership (CAP) Riverside for the term of January 2015 through December 2015 in the amount of \$622,225; and
2. Approve and direct the Auditor Controller to adjust the budget as identified in the attached Schedule A.

BACKGROUND:

Summary (Continued on Page 2)

BF:am

Susan D. Harrington
Susan D. Harrington, Director
Department of Public Health

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 311,113	\$ 311,112	\$ 622,225	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: 100% Southern California Gas Company
Budget Adjustment: Yes
For Fiscal Year: 14/15, 15/16

C.E.O. RECOMMENDATION:

APPROVE

**REQUIRES
4/5th's VOTE**

BY: *Donna Shaw*
Donna Shaw

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
Nays: None
Absent: None
Date: March 24, 2015
xc: Public Health, Auditor

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

Prev. Agn. Ref.: 9/23/14 (#3.8) | District: All | Agenda Number:

3-26

FORM APPROVED COUNTY COUNSEL
BY: *Gregory P. Priamos* 3/11/15
DATE
Gregory P. Priamos
Departmental Concurrence

FISCAL PROCEDURES APPROVED
PAUL ANGLIO, CPA, AUDITOR-CONTROLLER
BY: *Esteban Hernandez* 3/12/15
Esteban Hernandez

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

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

FORM 11: Ratify Amendment #2 to the Energy Savings Assistance Program Agreement #5660030621 with the Southern California Gas Company. [District: All] [\$622,225] [Southern California Gas Company]

DATE: March 6, 2015

PAGE: Page 2 of 3

BACKGROUND:

Summary

For many years, SCGC has provided funding to CAP Riverside to install energy efficient measures in homes of eligible low-income residents of Riverside County residing within SCGC service territory. Measures installed include weather-stripping, caulking, attic insulation and other energy efficient measures which help reduce energy impact and lower utility costs.

Amendment #2 #5660030621 in the amount of \$622,225 will extend the term of the contract from January 2015 to December 2015.

Impact on Citizens and Businesses

Through this SCGC funded program, CAP Riverside is able to install no-cost weatherization measures in homes of eligible low-income residents within Riverside County and conduct energy education workshops. In Release Order #5660030621, and a subsequent Amendment #1, funding was provided to weatherize approximate 408 homes. Amendment #2 will provide an additional \$622,225 to weatherize approximately 1000 additional homes for a total of 1,408 homes.

SUPPLEMENTAL:

Additional Fiscal Information

No County General Funds are required. The \$252,236 was budgeted in FY 2014/15. The attached Schedule A increases the budget by \$311,113 for a total budget of \$563,349 for FY 2014/15.

Contract History and Price Reasonableness

On February 11, 2014 (#3.7) the Board of Supervisors approved the Release Order #5660030621 to establish funding in the amount of \$66,768 for the term January 1, 2014 through January 31, 2015.

On September 23, 2014 (#3.8) the Board of Supervisors approved the Release Order #5660030621 Amendment #1 to establish additional funding in the amount of \$185,468 amending the term from January 1, 2014 through December 31, 2014. The total of Release Order #5660030621 and Amendment #1 is \$252,236.

This Amendment #2 provides \$622,225 in funding, for a total contract amount of \$874,461, to support implementation of this program.

ATTACHMENTS

BUDGET ADJUSTMENT

Schedule A

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Ratify Amendment #2 to the Energy Savings Assistance Program Agreement #5660030621 with
the Southern California Gas Company. [District: All] [\$622,225] [Southern California Gas Company]

DATE: March 6, 2015

PAGE: Page 3 of 3

SCHEDULE A

Community Action Partnership of Riverside County
Budget Adjustment

Fiscal Year 2014/2015

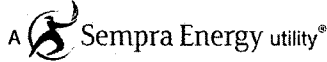
INCREASE IN ESTIMATED REVENUE:

21050-5200200000-781480	Program Revenue	<u>\$311,113</u>
TOTAL INCREASE IN ESTIMATED REVENUE:		\$311,113

INCREASE IN APPROPRIATIONS:

21050-5200200000-536240	Other Contract Agencies	<u>\$311,113</u>
TOTAL INCREASE IN APPROPRIATIONS:		\$311,113

Amendment No. 2 to Agreement No. 5660030621



December 17, 2014

This Amendment No. 2 amends Standard Services Agreement No. 5660030621, effective as of January 1, 2014 ("Agreement"), between Southern California Gas Company ("Company") and Community Action Partnership of Riverside County ("Contractor"). Whereas, Company and Contractor desire to extend Contractor's participation in Company's Energy Savings Assistance Program ("ESAP") for the 2015 calendar year, subject to the following amendments to the Agreement as described below.

The parties hereby agree to amend the Agreement as follows:

Changes effective as of January 1, 2015 ("Effective Date"):

1. In the section of the Agreement titled "COMMENCEMENT AND COMPLETION OF SERVICES", the first sentence is hereby deleted in its entirety and replaced with the following: "This Agreement shall commence as of January 1, 2014 and shall be in full force and effect through January 31, 2016, unless terminated earlier by Company in accordance with the terms of this Agreement."
2. Schedule C (Compensation) of the Agreement is hereby deleted in its entirety and replaced with Schedule C, which is attached hereto and incorporated by reference herein.
3. In the section of the Agreement titled "Weatherization Invoicing", Schedule F (Weatherization) is hereby deleted in its entirety and replace with the following :

Weatherization Invoicing

- Weatherization Work Order
 - Duct Testing and Sealing Work Order – When required
 - Specialty item invoice – When applicable
 - Attic Insulation Permit Fee - A copy of the permit, which includes the permit fee, must be sent in with the invoice – When applicable
4. At the end of Section 11 (Independent Contractor) in Schedule A – General Terms and Conditions, add the following as a new paragraph:

11. INDEPENDENT CONTRACTOR.

Regardless of the nature or duration of any assignment with Company, neither Contractor, subcontractor nor any individual performing Services under this Agreement shall be eligible for or entitled to participate in any of Company's employee benefit plans, programs, policies or practices which may now or in the future be in effect, including, without limitation, any pension, retirement, or 401(k) plan; any profit sharing, stock option, bonus or incentive compensation plan; any life or health insurance plan; any vacation or holiday pay plan; or any separation payment plan. Contractor shall, or shall require that the appropriate subcontractor is contractually obligated to, treat individuals performing Services under this Agreement as its employees for the purposes of satisfying the requirements of the Patient Protection and Affordable Care Act of 2010, as amended (the "Affordable Care Act"), including but not limited to the requirements of Internal Revenue Code Section 4980H, the associated reporting requirements of Internal Revenue Code Section 6056, and the requirements of Sections 18A and 18B of the Fair Labor Standards Act. Furthermore, Contractor shall, or shall require that the appropriate subcontractor is contractually obligated to, offer minimum essential coverage that is both affordable and minimum value to all individuals performing Services under this Agreement who are full-time employees (and their dependents) in

accordance with Internal Revenue Code section 4980H and the regulations issued thereunder, provided that the Contractor or applicable subcontractor is a "large employer" subject to section 4980H.

- 5. In Section 13.1, insert the phrase "(("Claims"))" in the fifth (5th) line after the word "whatsoever" and before the word "resulting".
- 6. Add the following as a new Section 13.3 (Indemnity) to Schedule A – General Terms and Conditions:

13.3. Contractor shall, and shall require that all subcontractors are contractually obligated to, indemnify, defend and hold Indemnitees harmless from and against all Claims: (a) asserted by or on behalf of any individual performing Services under this Agreement alleging that, in connection with the Services, he or she is entitled to participate in any Indemnitee's employee benefit plans, programs, policies or practices which may now or in the future be in effect, including, without limitation, any pension, retirement, 401(k), profit sharing, stock option, bonus, incentive compensation, life insurance, health insurance, vacation, holiday, or separation payment plan; and (b) arising out of any assertion by the IRS that an individual performing Services under the Agreement is a common law employee of the Company, its parent, subsidiaries or affiliates, including but not limited to any Claims for taxes owed under Internal Revenue Code Section 4980H.

- 7. Delete Section 24 (Taxes) in Schedule A – General Terms and Conditions and replace with the following (for the avoidance of doubt, Sections 24.1-24.4 remain unchanged):

24. **TAXES.** Contractor assumes exclusive liability for and shall pay before delinquency, all federal, state, regional, municipal or local sales, use, excise and other taxes, charges or contributions imposed on, or with respect to, or measured by (i) the equipment, materials, supplies or labor furnished hereunder, (ii) the wages, salaries or other remunerations paid to individuals employed in connection with the performance of the Services, or (iii) any failure to comply with the Affordable Care Act with respect to individuals performing Services under this Agreement. Provided that the conditions of indemnification as set forth in this Agreement are satisfied, Contractor shall indemnify, defend and hold Company, and its current and future, direct and indirect parent company(ies), subsidiaries, affiliates and their respective directors, officers, shareholders, employees, agents, representatives, successors and assigns harmless from and against any claim, liability, penalty, interest and expense arising by reason of Contractor's failure to pay such taxes, charges or contributions.

Other than as specifically modified above, the Agreement shall remain in full force and effect and is hereby ratified, approved and confirmed. This Amendment shall be subject to all of the terms and conditions of the Agreement as amended, as if it were a part thereof, including, without limitation, any provision with respect to choice of law, venue, and/or jurisdiction.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

Southern California Gas Company

Community Action Partnership of Riverside County

By: _____

By: Marion Ashley

Name: Frank Chechitelli

Name: **MARION ASHLEY**

Title: Portfolio Manager

Title: **CHAIRMAN, BOARD OF SUPERVISORS**

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis DATE: 2/23/15

ATTEST:

KEGIA HARPER JEM, Clerk

By: Kegia Harper Jem
DEPUTY

SCHEDULE C - COMPENSATION

Contractor shall be compensated for the Services as specified below. The compensation shall be deemed to be all-inclusive and comprehensive, and having covered all representative factors and components of Contractor's liabilities, costs, fees, taxes, and expenditures in connection with discharging any and all obligations in connection with the Services.

Contractor acknowledges and agrees that Services performed under this Agreement, such as delivery of specific units, are ESAP goals only and do not require or obligate Company to guarantee any total amount of remuneration to Contractor under this Agreement. Contractor shall not submit any invoice for payment of Services that would cause the total invoiced amount for the 2015 calendar year to be greater than the NTE allocation provided to Contractor as described below. Any invoice or portion of said invoice submitted by Contractor that causes the amount of remuneration owed to Contractor to be greater than the annual allotment described below shall be rejected by Company and returned to Contractor.

Expenses incurred are deducted from the Program Year in which they are paid.

Minimum E&A/Wx Unit Goals for the period of 2015: (January 1, 2015 – December 31, 2015)	1,000/1,000
Maximum NTE amount for the period of 2015: (January 1, 2015 – December 31, 2015)	*\$622,225.00

*Total NTE amount includes \$24,225.00 for NGAT services.

Contractor shall use the HEAT system for the most current ESAP pricing/reimbursement rates. New or updated materials and/or pricing changes will be communicated through ESAP Program Updates.

Pricing is valid from January 1, 2015 - December 31, 2015

Service Type		Unit	Reimbursement Total
Enrollment	Customer is enrolled into the ESA Program by another Investor Owned Utility (IOU) or other Company approved program and no income documentation is required for the SCG enrollment	One per home	\$26.00
	Customer is enrolled in ESAP through the Self Certification/Categorical process		\$42.00
	Customer is enrolled in ESAP through the Full Documentation process		\$46.00
Assessment	Assessment for all Gas Measures	One per home	\$20.00

Program Services Declined	Program services declined- Document and data entry of customer unwilling or unable to participate	One per home and only when customer is NOT enrolled	\$4.00
Energy Education	Reimbursement is provided only if contractor is not billing another IOU for the same service (Standard)	One per home	\$15.00
	Reimbursement for homes where customer is enrolled in ESAP by another IOU at the same time (Leveraged)		\$7.50
Income Re-Certification	Admin and program support services (includes processing, data entry, back office support and invoicing)	One per Home	\$20.00
	Customer is enrolled in ESAP through the Full Documentation process	One per Home	\$42.00
	Customer is enrolled in ESAP through the Self Certification/Categorical process	One per Home	\$26.00
Admin/Program Support	Admin and program support services (includes processing, data entry, back office support and invoicing)	One per home	\$27.00
	Processing fee (administrative fee for processing enrollment and assessment paperwork)	One per home	\$15.00

Company Potential Chargeback¹ Fees to Contractor		
Fee Name	Description	Reimbursement Total
Dispute Resolution	Fee charged to Contractor if Company determines that Contractor's original results were not correct	\$63.32
Processing Fee	Fee charged to Contractor for invoice errors that result in invoice rejection and/or changes that must be made by the Company	\$15.00

Significant Errors	Errors that result in the Company determining that the job cannot be paid by Company (e.g. misrepresentation of services that were provided to the customer)	Cost of Entire Job ¹
Re-Inspection	Additional inspection(s) of a measure/or measures that failed the initial inspection	Cost of Inspection
¹ Company reserves the right to request reimbursement for entire enrollment(s) from the Contractor for any work performed and invoiced (including but not limited to work performed by other contractors) in which the customer is ineligible for ESAP or for any work performed outside the scope of this Agreement.		

Weatherization Fees	Unit	Reimbursement Total
Admin & Program Support Services - When Measures are Installed	Per Home-Weatherization measures must be installed.	\$22.00
Assessment - When Measures are Installed	Per Home-Weatherization measures must be installed.	\$15.00
Attic Permit Fee	Per Home – Copy of permit, which includes the permit fee, must be sent in with invoice.	Cost of Permit
Crew Trip Fee - Applies only to work orders enrolled by a different contractor where weatherization services are not feasible	Per Home- Cannot be charged in conjunction with "Crew Trip Fee" below.	\$36.44

Processing Fee - (Administrative fee for processing weatherization paperwork. Weatherization measures must be installed.)	Per Home	\$10.00
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WEATHERIZATION MEASURE/SERVICE				
Description	Unit	Material	Labor	Reimbursement Total
Water Measure Only Fee	Per Home			\$36.44
Air Conditioner Cover (Window/Wall)- (Clip On)	Each			\$38.16
Air Conditioner Cover (Window/Wall)- (Magnetic)	Each			\$9.47
Appliance Closet Door Latch	Each			\$11.76
Appliance Closet Door Weatherstripping - Foam Tape	Each			\$11.55
Appliance Closet Door Weatherstripping - Rigid Gasket	Each			\$47.03
Attic Access Cover	Each			\$31.98
Attic Access New (includes cover)	Each			\$75.24
Attic Insulation	Per Square Foot	\$1.16 Per Square Foot		Varies
Attic Insulation- R13- Knee Wall	Per Square Foot	\$0.67 Per Square Foot		Varies
Caulking- (Maximum of 100' without Company approval)	Per Linear Foot	\$0.40 Per Linear Foot		Varies
Combustion and Ventilation Air (CVA)	Each Appliance			\$56.44
Door - 24", 28", 30", 32", & 36" Solid Core	Each			\$108.58
Door - 34" & 42" Solid Core	Each			\$172.81
Door - Deadbolt	Each			\$32.98
Door - Louvered	Each			\$176.44

Door - Half lite	Each			\$172.81
Door handle	Each			\$8.07
Door - Hinge, locking pin	Each			\$11.69
Door - Hinge, loose pin	Each			\$9.27
Door - Hinge, spring	Each			\$16.79
Door jamb with caulking	Per Linear Foot	\$2.73 Per Linear Foot	\$27.33	Varies
Door - Lockset	Each			\$32.98
Door - Lockset Brace (1 per door)	Each			\$28.78
Door or window casing including caulking	Per Linear Foot	0.68 Per Linear Foot	\$18.22	Varies
Door shoe	Each			\$19.89
Door - Specialty	Each	Cost + 10%	\$36.44	Varies
Door stop including caulking	Per Linear Foot	\$0.55 Per Linear Foot	\$12.15	Varies
Door - Striker Plate	Each			\$9.42
Door sweep	Each			\$16.85
Door threshold	Each			\$22.04
Double door slide bolt	Each			\$9.05
Dryer Venting - cut opening with vent	Each			\$62.62
Dryer Venting - Vent Only	Each			\$22.84
Duct Repair - in conjunction with attic insulation	Each			\$22.31
Evaporative Cooler Register Cover- (Clip On)	Each			\$35.13
Evaporative Cooler Register Cover- (Magnetic)	Each			\$9.47
Exhaust Venting (Kitchen/Bath) - cut opening with vent	Each			\$62.62
Exhaust Venting (Kitchen/Bath) - vent only	Each			\$22.84
Exhaust Venting mobile home (Kitchen)	Per Home			\$62.62
Faucet Aerator (kitchen and bath)	Each			\$7.00
Faucet Aerator Adapter	Each			\$7.00

Flex Connector (done in conjunction with Standing Pilot Retrofit Kit)	Each			\$25.54
Furnace Clean and Tune	Each			\$46.50
Furnace Filter (done in conjunction with Furnace Clean and Tune)	Each			\$14.32
Glass - D.S. or S.S. including glazing compound. (Per sash)	Per Square Foot	\$2.73 Per Square Foot	\$36.44	Varies
Glass - Specialty	Each	Cost + 10%	\$36.44	Varies
Glass - Tempered or Polycarbonate including glazing compound. (Per sash)	Per Square Foot	\$4.30 Per Square Foot	\$36.44	Varies
Glass Replace - Louvered (jalousie) Windows (glass panel)	Each			\$12.26
Glazing Compound per window-from corner to corner (At least one entire edge)	Per Window			\$8.78
Hand Held Showerhead	Each			\$33.51
Hard Pipe forced air unit (in conjunction with Standing Pilot Retrofit Kit)	Each			\$8.41
Line Valve with Connector (done in conjunction with Standing Pilot Retrofit Kit)	Each			\$39.00
Low Flow Showerhead	Each			\$18.11
Natural Gas Appliance Testing (NGAT)	Per Home			\$28.50
Natural Gas Appliance Testing (NGAT) - Leveraging Fee	Per Home			\$1.00
Seal FAU Platform (Caulking Around Base)	Each			\$18.27
Shower Diverter Valve	Each			\$25.57
Showerhead Adapter	Each			\$11.07
Silicone Caulking (crack or bb hole)	Each			\$8.07
Standing Pilot Retrofit Kit (Requires C20 License)	Each			\$298.00

Switch & Outlet Gaskets & Covers	Per Home			\$9.67
Thermostatic Shower Valve	Each			\$42.59
Vent Screen	Each			\$13.53
Vent- Dormer	Each			\$66.44
Vent - Eave	Each			\$21.23
Vent- Gable/Mushroom	Each			\$59.66
Wall Repair - Utility Penetration	Per Home			\$11.03
Wall Repair (stucco patch or plywood)	Per Home			\$25.05
Wall Repair (tape joint compound, plaster)	Per Home			\$22.36
Water Heater Blanket – Central	Each			\$83.07
Water Heater Blanket – Individual	Each			\$54.83
Water Heater Pipe Insulation	Each			\$21.23
Weatherstripping - Attic Access	Each			\$11.55
Weatherstripping & Caulking-rigid gasket	Each			\$47.03
Weatherstripping - Foam Tape/ V-Strip	Each			\$11.57
Weatherstripping - Sliding Glass Door Pile	Each			\$13.72
Window Assembly	Each	Cost + 10%	\$54.66	Varies
DUCT TESTING AND SEALING				
Duct Testing (includes Admin fee)	Per Appliance			\$100.00
Duct Sealing	Per Appliance			\$170.00
Duct Board Installation	Per Appliance			\$53.60

Company Potential Chargeback Fees to Contractor		
Fees Name	Description	Total

Dispute Resolution	Fee charged to Contractor if Company determines that Contractor's original results were not correct	\$63.32
Processing Fee	Fee charged to Contractor for invoice errors that result in invoice rejection and/or changes that must be made by the Company	\$10.00
Significant Errors	Errors that result in the Company determining that the job cannot be paid by Company (e.g. misrepresentation of services that were provided to the customer).	Cost of Entire Job
Re-Inspections	Additional inspection(s) of a measure/or measures that failed the initial inspection.	At Cost of Inspection

In the event changes to existing laws create certain rebates, incentives, credits or exemptions for sales taxes imposed on contractors due to the purchase of high efficiency clothes' washers or other appliances included within the Weatherization Measures/Services or otherwise within the scope of this Agreement, Company may reduce the reimbursement total set forth above in an amount equal to the value of the rebate, incentive, credit or exemption, on a per unit basis.

SCHEDULE E - ENROLLMENT AND ASSESSMENT

Contractor shall provide all labor, materials, tools, uniforms, and equipment to perform E&A services that are assigned by Company. In addition, Contractor shall perform all work in accordance with the P&P manual.

Timelines

The table below identifies the timelines and requirements for addressing E&A services authorized by this Agreement. Company reserves the right to reassign any Customer leads or enrollments exceeding ten (10) calendar days. Failure to address Company assigned leads or to complete enrollments within thirty (30) calendar days may result in a decrease of enrollment referrals and/or termination of this Agreement.

Timeline Summary	
Description/ Results	Requirements
Leads	Contractor shall address all leads within ten (10) calendar days from the date the lead was created in the HEAT system.
Data Entry	Contractor has ten (10) calendar days from applicant sign date to data enter and process the agreement workflow in the HEAT system.
Invoices	Invoices shall be submitted within ten (10) calendar days from the date the work flow is closed in the HEAT system.

Hazardous Condition

If a gas leak or any other hazardous condition exists at a gas appliance, Contractor shall immediately notify the Company at 1-800-427-2200.

Forms

Contractor agrees to use all Company required forms. All forms will be completed in blue or black ink only.

Assessment Form (or Company approved Contractor Assessment Form) is used to identify Program Services which may be feasible for installation. The non-feasible code for all measures which are not feasible to be installed must be included on the form.

Energy Education and Resource Guide (or Company approved alternative) is distributed to each qualified applicant at the time of ESAP enrollment. Outreach Specialist must review the Energy Education and Resource Guide with the applicant at the time the applicant is signed up for ESAP as stipulated in the P&P manual.

ESAP welcome letter is distributed to each qualified applicant at the time of ESAP enrollment. Outreach Specialist must review the welcome letter with the applicant at the time the applicant is signed up for ESAP.

Household Income Worksheet (HIW) is used by Outreach Specialist to record the number of household members and calculate the total household income. Applicant and Outreach Specialist must sign and date the worksheet. It must be completely filled out and attached to the Customer Agreement.

Customer Agreement is used to enroll Customer into ESAP and shall be completely filled out, including the statistical data section. The owner or tenant (if applicable), must sign and date this document. The Outreach Specialist shall also sign and date this document.

Property Owner Agreement must be signed and dated by the owner or an authorized representative for renter occupied dwellings where the owner approval is not provided on another Company approved form. Payment for all Program Services associated with Property Owner's Agreement will be charged back to the Contractor if missing signatures, per Section 2.7 of the P&P manual.

Invoicing Requirements

The following forms must be included when invoicing for E&A:

- Customer Agreement
- Property Owner Authorization - When required
- Copy of new joint IOU Property Owner Authorization form*
- Income documentation**
- Assessment Worksheet
- High Efficiency Washer Pre-Assessment Worksheet (if applicant is eligible)*

* For enrollments leveraging income and/or measures

** Not required for customer enrolled via full income documentation method

In addition, the table below lists documents that must be submitted with the invoice package to prove eligibility:

Enrollment Services	Description	Documents/Forms Required for Invoicing
Full Document Enrollments	Enrollments where eligibility must be determined by collecting income documentation from all household members.	None. See above.
Self-Certified/Categorical Enrollments	Enrollments where eligibility is determined by confirming receiving proof of a household member's participation in an authorized categorical program and/or where customers certify household income using the self-certification process described in the P&P manual.	Provide ESAP approved documentation showing participation of the categorical program as specified in the P&P manual; current DMRI print out showing participation in either CARE PEV or eligible Prizm code.
Other IOU Enrollments	Contractors that jointly enroll Customers on behalf of Company and an electric IOU.	Copy of new joint IOU Property Owner Authorization form; current DMRI print out
Other Utility "Edison-DST" Enrollment Policy *	Contractors that enroll customers into the ESA Program when a customer has been enrolled in Southern	Income documentation is not required to be collected for Customers income-qualified by Edison's ESA

Enrollment Services	Description	Documents/Forms Required for Invoicing
	California Edison's ESA Program within the past 12 months.	Program as long as the Customer was enrolled in the previous 12 months; A copy of the DMRI will be required to be submitted with the invoice.
ESAP Program Services Declined**	Form is completed to document leads that do not turn into enrollments.	LIEE Program Services Declined form.

**For Tablet PC enrollments these documents must be submitted with the invoice.

*The only Enrollment Service Type reimbursement fee the Program will process for payment on these enrollments will be the "Other IOU" enrollment fee. All other Service Type reimbursement fees such as Assessment, Energy Education, Administration, etc., should be invoiced as applicable per Schedule C - Compensation.

In addition to chargebacks identified in SCHEDULE – D (General Requirements), Company also reserves the right to receive reimbursement from the Contractor for any work performed and invoiced (including but not limited to work performed by other Contractors) in which the Customer is determined to be ineligible for ESAP participation.

ESAP consists of the following components, which the Contractor shall be responsible to implement:

Program Enrollment

The Contractor shall be responsible for determining the Customers' eligibility for ESAP. As part of its efforts to enroll Customers into ESAP, the Contractor shall inform Customers about Company's Customer assistance programs (including the CARE program) and shall provide assistance to those potentially eligible households by completing applicable forms.

If a contact telephone number is left with the Customer, it must be the Contractor's office number or a number fully dedicated to ESAP. If a fully dedicated ESAP number is used, it must have voicemail stating the Outreach Specialist's name and the program/agency for which they are providing Program Services.

Training

Contractor agrees to utilize only Company trained outreach personnel to perform outreach services. Training shall include a review of the P&P manual including policies related to the initial application process, certification of eligibility, home assessment, post-enrollment verification procedures, and installation standards.

Outreach Specialist Training Requirements

A student shall have received or completed one of the following prior to attending E&A training.

- 1) Active HISR (Home Improvement Sales Registration)
- OR
- 2) Completed 'Request for Live Scan Service form' with ATI number (number issued after fingerprinting has been done)
- AND
- 3) Completed "Specialist Profile" form signed by Contractor's hiring supervisor

Optional Requirements

An Outreach Specialist may still enroll for E&A training provided the following requirements are met:

- A copy of the HISR application that was submitted to the CSLB
- AND
- Contractor has performed background check and drug test prior to class enrollment
- AND
- Completed "Specialist Profile" form signed by Contractor's hiring supervisor

Approval to attend E&A Training will be confirmed once required documents and/or information has been received by ESAP training personnel.

It is the Contractor's responsibility to ensure that their Outreach Specialist's CSLB HISR is current. Contractor shall notify the Company of relevant changes in the status of an Outreach Specialist's HISR.

Company will only issue an ESAP ID badge to Outreach Specialist who have an active HISR.

Management

Contractor shall ensure that all information about ESAP be provided by Program Personnel to Customers is true and accurate. This may include, but is not limited to, ensuring that all Program Personnel are timely informed of changes in ESAP eligibility requirements that the Commission may make from time to time and through Program Updates issued by Company. Contractor shall develop an early warning, self-evaluation process to identify problems and/or take corrective actions to ensure that ESAP policies and procedures are followed and ESAP goals are met. Company may make unannounced visits during the course of the work to any site where training is being conducted, or where ESAP data or documents are stored. The following requirements must be met if an Outreach Specialist changes affiliation from one Contractor to another:

- The current Outreach Supervisor must notify Company (by e-mail) of the change and indicate the last day agreements will be submitted bearing the name of the Outreach Specialist.
- The new Outreach Supervisor must notify Company of the change (by e-mail) and indicate the first day agreements will be submitted bearing the name of the Outreach Specialist. Changes will not take effect until the first business day of the following month.
- The Outreach Specialist must register with the CSLB under the new Contractor's license number and must possess a ESAP ID badge under the new Contractor's name prior to enrolling any Customers in ESAP.

Enrollment Process/Requirements

Overview

In-home visits performed by Outreach Specialists will consist of the following in accordance with the P&P manual: (1) income qualification of applicant and/or another Permanent Household Member (2) assessment of the structure for all feasible measures (3) providing energy education (4) providing Customer information about Company's other customer assistance programs including, but not limited to CARE, Medical Baseline and Level Pay

Plan and any other programs that are identified in the Energy Education Guide (5) enrolling Customer for CARE program using the applicable section on the ESAP Customer Agreement.

It is the responsibility of the Contractor's outreach staff to instruct ESAP applicants in energy efficiency and conservation practices and measures once eligibility has been established. Following the energy education script, the Outreach Specialist presents the information contained in the Energy Education and Resource Guide. The Outreach Specialist's signature on the agreement verifies he/she has provided energy education and an ESAP Welcome Letter to the applicant.

If the Customer is not the Property Owner, the Contractor shall obtain the Property Owner's written authorization to perform the work by obtaining the Property Owner signature on the Customer Agreement (or other applicable form) or Property Owner Agreement form prior to performing the work. The Contractor shall be responsible for advising the Property Owner of the following:

- Scope of work to be performed
- The limitations of the program
- The potential that an inspection of some gas appliances may require the gas service to the appliance or to the entire structure to be shut-off if a hazardous or unsafe condition is identified (which may require additional repairs by the Property Owner at the Property Owner's expense) and cannot be repaired under the constraints of the program.

Once the income eligibility/ownership documents have been viewed, copied and/or digitally photographed and stored, and energy education and assessment have been completed, the Outreach Specialist shall advise the Customer of the recommended work to be performed.

For dwelling units where a required minimum measures cannot be installed, ESAP will allow Contractors to combine both gas and electric measures to meet the required minimum measure.

Unwilling or Unable Customers

Contractors shall document those instances when an Outreach Specialist makes **face-to-face** contact with a likely income eligible Customer who chooses not to participate ("unwilling") or is unable to participate in ESAP. The Outreach Specialist or workshop instructor shall document this information on the *ESAP Non-Participation* sheet and this information shall be entered into the HEAT system.

Reasons for Non-Participation:

- Customer Refused
- Moving
- Property Owner Refused- Renter occupied for single family homes only.
- Over Income
- Does not meet minimum measure requirement
- Unable to provide income documentation
- Unable to provide home ownership documentation

Tablet PC

As part of the Company's "Go Green" initiative, the Company may require Contractor's

Outreach Personnel to utilize Tablet PC to enroll Customers in ESAP. Any fraudulent activity conducted on company issued Table PCs may lead to Contractor termination and decertification.

Service Eligibility

General

In order to qualify a home for Program Services the following specific criteria must be met:

- The home must receive service from an active SoCalGas account (except vacant units qualified under the 80/20 rule)
- The active SoCalGas account must have an eligible rate code (as listed below)
- The home must be a full time residential dwelling
- The home must have a kitchen with running water, and a bathroom with a sink, toilet, and running hot water

All group living facilities must be classified as non-profit and a copy of their 501(c) (3) status must be maintained in the Contractor's Customer file.

Gas Accounts

A gas account that serves a common facility such as a swimming pool, laundry room, recreation room etc., or a small commercial/industrial account which serves non-residential Customers is not eligible for Program Services. Contractors are responsible for ensuring that gas accounts are active at the time of qualification. If gas account is not active at the time of installation, Contractor must contact Company for further instructions. Agreements received with ineligible gas accounts will be returned unpaid.

Eligible Gas Account Rate Codes

Eligible gas accounts can be identified by the rate code, which is located on the gas bill. Rate codes are listed below:

- GR, GRL, GME (only if master metered), GS, GSL, GTR, GTRL, GTS, GTSL - Eligible for Program Services
- GME (Only if central living facility also serves as master meter), GN10L, GTNL, GTM - May be eligible for Program Services (requires pre-approval)
- GMC, GN10, GTN - Ineligible for Program Services

Master meter and central facility accounts are not the same. Master meter accounts are defined as one meter supplying gas to two or more residential dwelling units. Central facility accounts are defined as one or more meters supplying gas for water heating, space heating, and/or cooking to residential dwelling units, that are also individually metered. There may be instances where one of the dwelling units may be served by the central facility meter. Pre-approval will be required.

Prior to completing a DMRI and creating a site for a master meter account, it is the responsibility of the Contractor to run a master meter report in the HEAT system to determine the units that have been weatherized. If the Contractor invoices for Program Services for duplicate sites they have created, those Program Services and all fees will be charged back.

Home Ownership

In addition to those listed in the P&P manual, DataQuick® and approved deeds are accepted as proof of home ownership. DMV registration is accepted for mobile homes registered as vehicles. HCD (Housing and Community Development) registration website may be used to verify mobile home ownership. The printout must include the name of the Property Owner, the property address, a current registration date, and a registration expiration date. All home ownership documentation must be accurate and current based on the type of documentation provided (ex: mortgage statement is monthly while property tax is every six months).

A spouse whose name does not appear on property ownership documentation may sign as the Property Owner if the Contractor has verified that the person signing the agreement is married to the person listed on the property ownership document. Verification may include viewing a copy of the marriage certificate or confirming that the Customers share the same last name.

It is the responsibility of the Contractor to review the documents and ensure proof of home ownership. Acceptable property ownership documentation such as, mortgage loan documents (monthly statements), property tax bills, home owner property insurance (fire insurance), mortgage payment book, deeds or DataQuick® or similar title search, must be maintained by the Contractor for ten (10) years.

Documentation such as, Power of Attorney (POA), Life Estate/Living Trusts, Property Management Agreements or other approved documentation used to prove the authority of the "Property Owner Representative" to sign on behalf of the "Property Owner" must be retained by Contractor for Customer's file and for auditing purposes.

Mobile/Manufactured Homes

The following mobile units are not eligible for Program Services:

- Mobile units used as offices
- Travel trailers or mobile units that are used for vacations rather than full-time residency
- Motor homes
- A travel trailer parked at a home and used as an extra bedroom.
- Mobile homes with less than 320 square feet of floor area.

A "travel trailer" in a mobile home park that is used as a full time residence may be weatherized only with prior approval from the ESAP representative.

ESAP Signature Requirements

The applicant and Outreach Specialist must sign and date the Customer Agreement and the Household Income Worksheet where indicated. An Outreach Specialist's signature verifies that he/she has asked for, reviewed, and documented all household income from all household members. His/her signature also verifies that the applicant has received an ESAP Welcome Letter, an Energy Education and Resource Guide, and has received in-home energy education from Outreach Specialist. Additionally, the Outreach Specialist's signature verifies that all Customer interaction has been conducted by the ESAP certified Outreach Specialist signing the paperwork. Payment for Customer Agreements with missing signatures will be disallowed or charged back.

All applicants' signatures must be witnessed if printed, illegible, or an "X" or other mark is used. If printed or illegible signature, one witness is required (Outreach Specialist can be the witness). If an "X" or other mark is used, two witnesses are required (Outreach Specialist can be one witness, and a neutral party must be the other witness). Witnesses must print and sign their full names (initials are not acceptable). All witnesses and applicants must be at least 18 years of age or older.

Signing an applicant's name or allowing someone other than the applicant to sign applicant's name on any ESAP document is considered forgery and will result in immediate de-certification of the individual(s) involved. Stamped signatures are not allowed.

Additional Requirements

When a Property Owner is an entity or is not available to sign required ESAP forms and or Property Owner Authorized Representative will be signing on their behalf, a copy of the Home Ownership document must be submitted along with any additional documentation that may help establish relationship between owner and representative.

Supporting home ownership documentation or documentation linking the representative to the owner, such as a business card, is no longer required to be submitted at the time of invoice. It is the responsibility of the Contractor to review the documents, ensure proof of home ownership and maintain copies of any supporting documentation in the Customer's file. Property Owner Agreement to be signed by Property Owner or Property Owner authorized representative will be accepted via mail, scanned, faxed, or emailed if the following requirements are met:

1. Property Owner or Property Owner authorized representative does not reside in property address.
2. Contact with Property Owner or Property Owner authorized representative is made by an ESAP certified Outreach Specialist.
3. Acceptable Ownership documentation is provided directly by Property Owner or Property Owner authorized representative.

While signatures do not have to be witnessed in the situations identified above, the Outreach Specialist and Contractor shall ensure the Property Owner or Property Owner Authorized Representative signs required ESAP forms.

Living Trust:

- On the line labeled, AUTHORIZED PROPERTY OWNER REPRESENTATIVE: The Authorized Property Owner Representative must print: "John Smith for XYZ Trust".
- On the line labeled, AUTHORIZED PROPERTY OWNER REPRESENTATIVE'S SIGNATURE: The Authorized Property Owner Representative must sign their name.

It is the Contractor's responsibility to review and verify that the individual signing the enrollment forms is authorized to do so within the Life Estate or Living Trust. The Owner/Authorized Representative's signature on the Customer Agreement or Property Owner Authorization will document their statement that they are authorized to sign for the home to participate in the ESA Program. The Outreach Specialist's signature bears witness that the Contractor has reviewed and verified that the individual signing the enrollment forms is authorized to do so within the documents

Power of Attorney

- On the line labeled, AUTHORIZED PROPERTY OWNER REPRESENTATIVE: The Authorized Property Owner Representative must print: “John Smith POA for Jane Smith”.
- On the line labeled, AUTHORIZED PROPERTY OWNER REPRESENTATIVE’S SIGNATURE: The Authorized Property Owner Representative must sign their name.

Management Agreement

- On the line labeled, AUTHORIZED PROPERTY OWNER REPRESENTATIVE: The Authorized Property Owner Representative must print: “John Smith authorized representative for Smith Inc.”.
- On the line labeled, AUTHORIZED PROPERTY OWNER REPRESENTATIVE’S SIGNATURE: The Authorized Property Owner Representative must sign their name.

Property Owned by a Company or Corporation

If the property is owned by a company or corporation, a letter (on company letterhead) stating the person signing the agreement has authority to sign for the company/corporation is required. A business card with the company/corporation name and the name of the person signing the agreement is also acceptable.

Personalized Name Stamps

The use of a personalized name stamp in the “print name” section of a form is not allowed. When a printed name is required on an ESAP form, Outreach Specialist’s, Installation Crews, etc. must print their name and shall not use a name stamp.

Forms received by the ESAP office that have a stamped name in the “print name” section will be rejected and payment for that enrollment will be disallowed. The form(s) will not be returned for correction and Contractor will not be allowed to re-invoice.

Quality Assurance & Inspection

General

Contractor shall develop quality control procedures to ensure high quality workmanship practices for enrolling Customers and to ensure quality Program Services have been provided to the Customer. Company reserves the right, after notification to the Contractor, to modify procedures to ensure effectiveness and quality of ESAP.

Monitoring

Monitoring is the quality control process used to ensure that CPUC authorized ratepayer funds are properly utilized and that all eligibility requirements have been met and that only eligible households should receive Program Services.

Contractor Monitoring

Contractors are responsible for monitoring and approving all Customer eligibility documentation prior to submitting enrollments to Company for payment. Contractor staff members assigned to monitor and approve Customer eligibility documentation are required to attend outreach training.

Company Monitoring

Company regularly monitors enrollments to ensure ESAP integrity. The number of enrollments monitored may be adjusted according to Contractor and/or outreach performance or to address specific quality issues. In all cases, previous results, records of problems, corrective actions required, and other historical information may be considered in determining sample size. Monitoring may be conducted at Company office and/or Contractor facility. When monitoring is conducted at Contractor's facility, Company will give Contractor twenty-four (24) hour notice.

Monitoring Results/Enrollment Review Process

- 1) Monitoring list is generated in the SoCalGas HEAT system.
- 2) Email attached with list of enrollments to be reviewed detailing appointment time is sent to contractors 48 hours in advance, prior to Monitoring date.
- 3) ESAP Outreach Management has 2 weeks to enter Monitoring findings into HEAT system once Monitoring is completed.
- 4) Contractor will be provided monitoring results via the HEAT system and via email to the ESAPAudit@semprautilities.com inbox.
- 5) If Contractor contests monitoring results, they must do so within ten (10) calendar days from the date the results are available to Contractor in the HEAT system.
 - a. Contractor must submit an on-line appeal to the ESAP Audit inbox within the timeframe listed above for review by the Company.
 - b. Company will review and resolve all appealed results within a reasonable amount of time.
 - c. Contractor shall not contact Customers during any phase of the monitoring process unless explicitly stated in the findings for each enrollment.
 - d. Should a Contractor contact a Customer during the monitoring process, other than when authorized by SoCalGas, Contractor shall immediately forfeit all appeal rights and shall immediately reimburse Company for any outstanding monies owed.
 - e. No documentation will be accepted after conclusion of the monitoring process.
Company will provide appeal results to Contractor at the conclusion of the review.
- 6) Contractor will be invoiced for all results requiring reimbursement and not appealed within the specified time frame and for results appealed and resolved by Company, if applicable.
- 7) Any Contractor owing monies will be required to reimburse the Company. The reimbursement will appear on the Contractors invoice to the Company through the HEAT system as a debit if applicable.

Contractor is responsible for notifying each Outreach Specialist of monitoring results. Outreach Specialist may be required to attend refresher training.

De-certification

Activities such as forging signatures, using non-existent household members, using wage stubs not belonging to the Customer, outreaching with non-certified helpers, outreaching without proper ESAP identification, using another Outreach Specialist's name or badge, signing an agreement as the Outreach Specialist who qualified the Customer when someone else did the qualifying, attempting to obtain income documentation or signatures from a Customer after Program Services have been performed, signing agreements without Outreach Specialist certification or any activity intended to circumvent the policies and procedures of ESAP may result in the immediate de-certification of the individual(s) involved.

De-certified individual(s) are not permitted to work in ESAP in any capacity. During the de-certification process the Company will notify Contractor of de-certification of Outreach

Specialist. All outstanding agreements bearing the decertified Outreach Specialist's name must be re-qualified at Contractors' expense. The Contractor shall immediately notify individual of de-certification, obtain Outreach Specialist's ESAP identification badge and return it to the Company office within forty-eight (48) hours of notification from Company.

Contractor Service Territory By Zip Code

Contractor is responsible for implementing ESAP under the guidelines established by the Company and approved by the Commission within its assigned service territory listed in the HEAT system. Contractor will not be allowed to work outside of assigned zip code area without prior written approval of ESAP management. Contractor is required to service all areas in all zip codes of their service territory.

Income Qualification Methods

Methods for Income Qualification

Outreach Specialists shall use the most appropriate income qualification method when enrolling Customers. The methods for qualifying Customers are discussed below.

1). Self-Certification

PRIZM Codes

The HEAT system contains demographic/census type information for each account and Customer in the form of a PRIZM Code. The Company provides the Contractor the ability to use these codes to identify low income Customers in specific areas of the service territory and allowing those Customers to enroll into ESAP by self-certifying their income.

The Company will accept self-certification documentation for accounts having the following PRIZM Codes:

32	38	44	48	51	55	58	61
33	42	46	49	52	56	59	62
37	43	47	50	53	57	60	63
64							

Contractor is responsible for identifying those dwelling units that meet the criteria using the HEAT system. The PRIZM Code can be found on the "Lead" workflow step before the DMRI is created.

2). CARE Post Enrollment Verified (PEV) Accounts

Customer accounts showing a "CARE Certified/Verified" date in the HEAT system within the past twelve (12) months of the applicant sign date do not require income documentation/calculations as income verification was done within the past twelve (12) months by another low-income IOU program.

For one-person households, program eligibility shall be based on two-person household guideline levels. One-person households may not be qualified for the ESA Program via the CARE PEV Self Certification method if the CARE PEV date is on or after January 1, 2014. They must be qualified using another enrollment method.

3). Income Qualified by An Overlapping IOU

Income documentation is not required for Customers income-qualified for an overlapping electric IOU as long as the Customer is jointly enrolled during the same visit.

I. Other Utility "Edison- DST" Enrollment Policy

1. Income Documentation – Income documentation is not required to be collected for Customers income-qualified by Edison's ESA Program as long as the Customer was enrolled in the previous 12 months.

2. Customer Enrollment File – The following documentation must be maintained in the customer's file for enrollment review purposes:

- a. A DMRI from the HEAT System demonstrating Edison's enrollment date is within a year.
- b. The customer must certify that their income still meets the ESA Program income requirements. The total number of household members, names, income and total household income must be documented on the Customer Agreement.

4). Categorical Eligibility

See below for Categorical Eligibility requirements.

5). Full Income Documentation

Outreach Specialist will use Income Calculation method for participants who do not qualify for self-certification.

The Income Calculation method is determined by the income documentation, not the income source (i.e.: "wages" are an income source and there are multiple ways to calculate income based check stub frequency). All check stubs, bank statements, and rental receipts must be dated within two months from Customer sign date. If a pay period is not printed on the payroll check stub(s), Customer must certify the pay period with a signed and dated statement written on the copy of the payroll check stub(s). Example: "I, John Smith, certify that this check stub covers a pay period of one week".

Original eligibility documents (check stubs, bank statements, award letters, mortgage statements etc.) are not to be collected. Only copies of eligibility documents should be collected with personal information concealed.

Instructions:

Based on household member's income documentation you must first determine their payment frequency and if payment is considered REGULAR or IRREGULAR. Then you select the formula which you will use to calculate the household member's annual gross income.