

RESOLUTION NO. 2024-002

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, APPROVING AND AUTHORIZING THE EXECUTION OF CALIFORNIA DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT DIRECT PAY AGREEMENT 23Y-5046

WHEREAS, the Low Income Home Energy Assistance Program (LIHEAP) is a federally-funded block grant through which the federal government makes annual grants to states, tribes, and territories to operate home energy assistance programs for low income households. The California Department of Community Services and Development (CSD) administers this program in the State of California; and

WHEREAS, one component of LIHEAP is to provide utility payment assistance to qualifying households; and

WHEREAS, recipients of LIHEAP utility payment assistance funds are currently required to remit a dual party check to the Utilities Department in order to receive a bill credit; and

WHEREAS, Direct Pay Agreement 23Y-5046 permits the Utilities Department to receive LIHEAP funds directly from the State and apply these funds as bill credits to qualified customer accounts, which will ease the administrative burden on LIHEAP fund recipients. Direct Pay Agreement 23Y-5046 is effective from the date of execution through March 31, 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, AS FOLLOWS:

SECTION 1. Approval of Agreement. The City Council hereby approves Direct Pay Agreement 23Y-5046 with the California Department of Community Services and Development in substantially the form set forth in Exhibit “A” attached hereto and incorporated herein by reference.

SECTION 2. City Manager Authorization. The City Council hereby authorizes the City Manager, or his designee, to execute the Direct Pay Agreement 23Y-5046 with the California Department of Community Services and Development and any related documents or extensions consistent with or in furtherance of the City Council’s actions hereunder.

SECTION 3. Budgetary Adjustments. The City Council hereby authorizes the City Manager, or his designee, to prepare and process any budgetary adjustments necessary to receive and record Low Income Home Energy Assistance Program funds.

SECTION 4. Effective Date. The Mayor shall sign this Resolution and the City Clerk shall attest thereto, and this Resolution shall take effect and be in force on the date of its adoption.

PASSED, APPROVED AND ADOPTED this 17th day of January, 2024.

Mayor of the City of Corona, California

ATTEST:

City Clerk of the City of Corona, California

CERTIFICATION

I, Sylvia Edwards, City Clerk of the City of Corona, California, do hereby certify that the foregoing Resolution was regularly passed and adopted by the City Council of the City of Corona, California, at a regular meeting thereof held on the 17th day of January, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 17th day of January, 2024.

City Clerk of the City of Corona, California

[SEAL]

EXHIBIT "A"

**CALIFORNIA DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
DIRECT PAY AGREEMENT 23Y-5046**

[SEE ATTACHED 26 PAGES]

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD. 213 (Rev 03/2019) CSD (Rev 07/2019)

AGREEMENT NUMBER

23Y-5046

PURCHASING AUTHORITY NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below

CONTRACTING AGENCY NAME

Department of Community Services and Development

CONTRACTOR NAME

CITY OF CORONA, DEPT OF WATER AND POWER

2. The term of this Agreement is: Date of Execution through March 31, 2026

3. The maximum amount of this Agreement is: Total \$.00

4. 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:

Article 1 - Scope of Work*

Article 2 - Reporting Requirements*

Article 3 - Contract Construction, Administration and Procedure*

Article 4 - State Contracting Requirements - General Terms and Conditions GTC 610*

Article 5 - Administrative Policies, Terms and Conditions*

Attachment 1 - Direct Payment Summary*

Items shown with an Asterisk (*) are hereby incorporated by reference and made a part of this agreement as if attached hereto.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO

CONTRACTOR				California Department of General Services Approval (or exemption, if applicable)	
CONTRACTOR NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i>					
CITY OF CORONA, DEPT OF WATER AND POWER					
CONTRACTOR BUSINESS ADDRESS, CITY, STATE ZIP					
755 PUBLIC SAFETY WAY, CORONA, CA 92880-2005					
PRINTED NAME OF PERSON SIGNING				TITLE	
CONTRACTOR AUTHORIZED SIGNATURE				DATE SIGNED	
STATE OF CALIFORNIA					
CONTRACTING AGENCY NAME					
Department of Community Services and Development					
CONTRACTING AGENCY ADDRESS		CITY	STATE	ZIP	
2389 Gateway Oaks Drive, Suite 100		Sacramento	CA	95833	
PRINTED NAME OF PERSON SIGNING		TITLE			
Chris Vail		Chief Financial Officer			
CONTRACTING AGENCY AUTHORIZED SIGNATURE				DATE SIGNED	
I hereby certify that all conditions for exemption have been complied with, and the document is exempt from the Department of General Services approval.					

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1.

2. **SERVICE TERRITORY**

The services shall be performed in the service territory comprised of the following service area(s):

3. Send all correspondence and relevant reports to:

State Agency: Department of Community Services and Development
Section/Unit: Field Operations
Address: 2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833
Phone: (916) 576-7109

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> City of Corona		<i>Federal ID Number</i> 95-6000697
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> Tom Moody		
<i>Date Executed</i>	<i>Executed in the County of</i> Riverside	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.



DAVID SCRIBNER
DIRECTOR

State of California-Health and Human Services Agency
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
 2389 Gateway Oaks Drive, Suite 100, Sacramento, CA 95833
 Telephone: (916) 576-7109 Fax: (916) 263-1406
www.csd.ca.gov



GAVIN NEWSOM
GOVERNOR

ATTACHMENT 1
LIHEAP DIRECT PAYMENT SUMMARY
PLEASE COMPLETE FOR EACH DIRECT PAYMENT BATCH

CSD RUN DATE	(A) Total Number of Accounts on this Pay Run	(B) Total Number of Accounts Receiving FULL LIHEAP PAYMENT	(C) Total Number of Accounts Receiving PARTIAL LIHEAP PAYMENT	(D) Total Number of Accounts UNABLE TO CREDIT	(E) Total Number of Partial and/or Full Credit RETURNS (Column C + D)
	Total Dollar Amount from CSD	Total Dollar Amount of FULL LIHEAP PAYMENTS	Total Dollar Amount of PARTIAL CREDIT RETURNS	Total Dollar Amount of FULL CREDIT RETURNS	Total Dollars RETURNED (Partial plus Full Credit)

COMPLETED BY: _____ PHONE: _____

UTILITY COMPANY: _____

DATE UTILITY ACCOUNTS CREDITED: _____

This SUMMARY SHEET must be returned within 30 working days of receipt.

Please attach the Account Reconciliation Report and check for the amount of the return payments, associated with this pay run to the address below.

RETURN SUMMARY SHEET TO:
 Albert Cobian, Energy Services
 HOME ENERGY ASSISTANCE PROGRAM
 2389 GATEWAY OAKS DRIVE, SUITE 100
 SACRAMENTO, CA 95833

Or
Fax 916-720-0464
 Or

Email to Energy.HelpDesk@CSD.CA.GOV

If you have any questions, please contact Albert Cobian (916) 573-4778.

CSD USE ONLY

CHECK RECEIVED	YES	NO	CHECK NUMBER		\$ AMOUNT RETURNED	
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**STATE OF CALIFORNIA
AGREEMENT**

TABLE OF CONTENTS

AGREEMENT i

ARTICLE 1 – SCOPE OF WORK 1

1.1 Purpose..... 1

1.2 Term 1

1.3 Project Coordinators 1

1.4 CSD Requirements..... 3

1.5 Utility Requirements..... 3

1.6 Payment Issuance and Processing 4

1.7 Direct Payment Summary and Account Reconciliation..... 5

1.8 Pledges Under Energy Crisis Intervention Program/Fast Track..... 6

ARTICLE 2 – REPORTING REQUIREMENTS 7

2.1 Quarterly Pledge Reports..... 7

**ARTICLE 3 -- CONTRACT CONSTRUCTION, ADMINISTRATION AND
PROCEDURE 8**

3.1 Sate Contracting Requirements – “Contractor Certification Clauses, CCC 04/2017.8

3.2 Applicable Laws and Requirements 9

3.3 Additional Provisions..... 9

**ARTICLE 4 – STATE CONTRACTING REQUIREMENTS - GENERAL TERMS AND
CONDITIONS GTC 610 10**

ARTICLE 5 – ADMINISTRATIVE POLICIES, TERMS AND CONDITIONS 10

5.1 Confidentiality..... 14

Attachment I – LIHEAP Direct Payment Summary.....17

2023 Utility Direct Payment Agreement

This Agreement consists of this Direct Payment Agreement (“Agreement”), and Attachment 1, which is incorporated herein by this reference. This Agreement is entered into between the California **Department of Community Services and Development (CSD)**, and the Utility company named in section 1 of the STD 213 Agreement.

ARTICLE 1 – SCOPE OF WORK

1.1 Purpose

- A. CSD will make payments to Utility for the purpose of crediting the accounts of qualified low-income energy customers of Utility who have been identified as eligible for utility assistance payments under the Low-Income Home Energy Assistance Program (LIHEAP) or other utility assistance program being offered by CSD. Categories of payment assistance include the Home Energy Assistance Program (HEAP) and Energy Crisis Intervention Program – Fast Track (ECIP FT). HEAP provides one-time financial assistance to help offset an eligible household’s energy costs (utility bill). ECIP FT provides one-time assistance to low-income households that are in a crisis situation.
- B. In order to carry out the purpose of this Agreement, CSD’s LIHEAP Local Service Providers (LSPs) will submit LIHEAP benefit pledges for low-income utility customers at risk of service disconnection or interruption due to nonpayment, as set forth in section 1.8 of this Agreement. The LIHEAP benefit pledge is intended to immediately notify utility companies of a low-income utility customers participation in LIHEAP and the amount of qualifying assistance the customer is to receive.

1.2 Term

The term of this Agreement shall be April 1, 2023, through March 31, 2026.

1.3 Project Coordinators

The Project Coordinator is tasked with managing all CSD inquiries regarding pledge payments or issues with the pledge process, mishandled or incorrect payments, clarification and updates of reports, and fraud and abuse. The Project Coordinators during the term of this Agreement are listed below. Either Party may designate a different Project Coordinator by notifying the other party in writing. Utility may designate contact personnel below for Utility’s Payment Unit and/or Utility’s Information Technology (IT) Unit. The role for the designated contact is to handle, process and communicate any specific payment and/or IT system issues directly with CSD.

2023 Utility Direct Payment Agreement

UTILITY'S PROJECT COORDINATOR

Name and Title: Marjorie Adeva

Address: 755 Public Safety way

City, State, and ZIP Code: Corona, CA 92878

Email: marjorie.adeva@coronaca.gov

Phone: 951-279-3677

UTILITY'S PAYMENT UNIT CONTACT

Name and Title: Amy Betancourt

Email: amy.betancourt@coronaca.gov

Phone: 951-279-3589

UTILITY'S INFORMATION TECHNOLOGY (IT) UNIT CONTACT

Name and Title: Jim Aukerman

Email: jim.aukerman@coronaca.gov

Phone: 951-279-3702

CSD'S PROJECT COORDINATOR

Candy Chung, Staff Services Analyst
Energy & Environmental Services Division
Department of Community Services and Development
2389 Gateway Oaks Drive, Suite 100, Sacramento, CA 95833
Email: Candy.Chung@csd.ca.gov
Phone: (916) 573-2746

2023 Utility Direct Payment Agreement

1.4 CSD Requirements

- A. CSD's LSPs, and/or CSD personnel, will process LIHEAP applications and make a determination of the applicant's eligibility for utility assistance based upon pre-established criteria in accordance with federal and state LIHEAP requirements.
- B. CSD will make every effort to ensure the timely fulfillment of benefit payment on LIHEAP pledges within the 60 days from the date the pledge was made.
- C. CSD will host a File Transfer Protocol (FTP) site and provide Utility with specifications, documentation, and samples of FTP Client configuration screens, as necessary, to enable Utility's use of the FTP site. The Utility must use the FTP site to retrieve all Direct Pay records. The Utility will use credentials furnished to them in order to receive Direct Pay data records provided by CSD.
- D. In the course of performing the services under this Agreement, CSD may have access to confidential, commercial, or personal information concerning, but not limited to, technology, rate making, legislative, and personnel matters and practices of the Utility, its subsidiaries, affiliates, or members of the public. CSD shall not disclose any such information obtained as a result of this access without the prior written approval of Utility.
- E. Any representation herein made by CSD relating to confidentiality or the operations, limitations, and requirements for the furnishing of personnel records, as set forth below shall be subject to the Information Practices Act of 1977, Section 1798 et seq. of the California Civil Code, and the California Public Records Act, Section 7920.000 et seq. of the California Government Code.
- F. The State Controller's Office (SCO) shall issue payments in the form of a State of California warrant, and CSD will provide a Direct Payment Summary (Attachment 1), Pay Run Funding File, and Pay Run Total Sheet. The Pay Run Funding File shall provide Utility with the pay run date, the account holder's name, account number and LIHEAP benefit amount associated with the warrant. The Pay Run Total Sheet provides the program year, total number of payments, and total amount of all payments associated with the warrant total.

1.5 Utility Requirements

- A. Utility shall review and reconcile the Direct Payment Summaries as necessary to ensure that undelivered LIHEAP benefits have been returned to CSD within 30 calendar days of receipt of warrant.
- B. Utility shall track the liquidation of applied LIHEAP benefit or credit for a period of 12 months or until credit is fully liquidated, whichever occurs first.

2023 Utility Direct Payment Agreement

- C. If a LIHEAP benefit or credit is not fully liquidated and the client's account is closed within 12 months from the date of the LIHEAP benefit or credit, the Utility shall treat the credit as an overpayment and shall return the credit to CSD within 30 days of the account closure. Utility shall identify the account holder's name, the account number, account address, amount of credit returned, and date the original credit posted to the account.
- D. If a LIHEAP benefit or credit is not fully liquidated and the client's account is closed after 12 months from the date of the LIHEAP benefit or credit, the Utility shall treat the credit as a customer overpayment and shall return the credit to the account holder(s) within 30 days of the account closure.
- E. To enable CSD to effectively monitor the pledge process is working as intended and payment on LIHEAP pledges are made timely, CSD requires Utility to report specific information on broken and cancelled LIHEAP benefit pledges. Utility will establish a process to report "broken" or "cancelled" pledges" as defined in Article 1.8.
- F. Utility shall charge the eligible household, in the normal billing process, an amount not to exceed the difference between the actual cost of the home energy usage and the LIHEAP benefit amount. The actual costs of the home energy usage shall be consistent with appropriate utility company tariffs as approved by the CPUC, if applicable.
- G. No customer receiving LIHEAP assistance pursuant to this Agreement will be subjected to disparate or adverse treatment by Utility due to receipt of such assistance, in accordance with applicable state laws.
- H. CSD will notify Utility, via a phone call and following up with an e-mail, when a submission error has occurred that resulted in a payment to the wrong account or wrong utility, etc. and request a refund of the LIHEAP benefit. Utility shall respond within two business days and refund the LIHEAP benefit to CSD within ten days from the date of CSD's e-mail. Utility shall identify the account holder's name, the account number, and date of pay run with the returned payment.
- I. Utility shall notify CSD upon any changes or updates to new customer account numbering format. Utilities must submit a request to change or update account numbering format no later than 60 days in advance of implementing the proposed change. It is imperative to allow CSD IT Support enough time to gather all necessary information to conduct system testing with Utility and to ensure that such changes will not result in the rejection of LIHEAP payments. Utility shall notify CSD's Program Coordinator of such changes so CSD can identify the appropriate CSD IT personnel to conduct system testing and updates.

1.6 Payment Issuance and Processing

2023 Utility Direct Payment Agreement

- A. Payment for applicant's electric and/or gas energy bills shall be made by CSD, via SCO, directly to Utility in the form of a warrant, payable to the Utility.
- B. The Utility must use the FTP site to retrieve all Direct Pay records. The Utility will use credentials furnished to them in order to receive Direct Pay data records provided by CSD.
- C. CSD will post to the FTP site Utility's Direct Pay Summary, Pay Run Funding File, and Pay Run Total Summary of payments for the purpose of reconciling the warrant.
- D. Within 30 calendar days of receipt of the warrant, Utility agrees to process the LIHEAP benefit in accordance with the following:
 1. Credit Accounts. Credit accounts of qualified low-income customers upon receipt of the State of California warrant. The credit should appear on the first billing statement after the credit has been posted. Utility will provide notification of LIHEAP benefit amount to each customer for whom a credit is made. The wording of said notification must contain the words "LIHEAP credit" and date credit was applied to customer's account.
 2. New Accounts. If the qualified low-income customer's account on the Pay Run Funding File has been closed and a new account has been opened with the same Utility, the LIHEAP benefit shall be credited to the new account.
 3. Closed Accounts. If the qualified low-income customer's account on the Pay Run Funding File has been closed, between the time a pledge has been made by the LSP and the Utility's receipt of the LIHEAP benefit, and the account has an owing balance, the Utility shall apply the LIHEAP benefit to the closed account. Any remaining amount of the LIHEAP benefit shall be refunded to CSD.

If the qualified low-income customer's account number is closed with no outstanding balance, the total amount of the LIHEAP benefit shall be returned to CSD. All LIHEAP benefits returned to CSD shall be in accordance with section 1.7 of this Agreement.
 4. Full Payment Return. The Utility shall make all reasonable attempts to identify the account and complete delivery of LIHEAP benefit. In the event the account cannot be identified, and the benefit cannot be posted to a customer's account, Utility shall return the full LIHEAP benefit with the Direct Payment Summary.

1.7 Direct Payment Summary and Account Reconciliation

2023 Utility Direct Payment Agreement

- A. Completion of Direct Payment Summary. Within 30 calendar days of receipt of the warrant, Utility is responsible for completing and returning the Direct Payment Summary to CSD. The Direct Payment Summary shall include the following information:
1. Total number of customer accounts where the Utility was successful in crediting full amount of eligible LIHEAP benefit;
 2. Total number of customer accounts where the Utility was only able to credit a partial amount of the LIHEAP benefit, also referred to as Partial Payment Return; and
 3. Total number of customer accounts where the Utility was unable to credit any of the eligible LIHEAP assistance amount, also referred to as Full Payment Return.

Failure to return the Direct Payment Summary may result in the Utility being removed from the Direct Pay Program.

- B. Account Reconciliation Report. The Utility is responsible for completing and returning the Account Reconciliation Report to CSD. The Utility shall return an Account Reconciliation Report, as an attachment to the completed Direct Payment Summary. The Reconciliation Report shall include all details provided to the Utility on the Pay Run Funding file in addition to the following account information:
1. Identify each customer's account number and the LIHEAP benefit amount applied to the account as a partial or full payment.
 2. Identify the date each LIHEAP benefit was posted to the account.
 3. Identify each customer's account number and the amount of returned LIHEAP benefit resulting from unapplied benefits.
 4. Identify the reason Utility was unable to apply the partial or full LIHEAP benefit.

1.8 Pledges Under Energy Crisis Intervention Program/Fast Track

- A. Utility customers applying for LIHEAP assistance who have received a shutoff or disconnection notice may qualify for the Energy Crisis Intervention Program or Fast Track (ECIP FT) as determined by the LSP or CSD personnel processing the application. In order to render more timely assistance to low-income utility customers at-risk of experiencing service disruption or service termination due to non-payment, CSD has devised a process whereby Utility can receive immediate

2023 Utility Direct Payment Agreement

notification of an at-risk low-income utility customer's participation in LIHEAP and the qualifying amount of LIHEAP assistance the utility customer is to receive. The notification of customer's participation in LIHEAP and the amount of the qualifying LIHEAP benefit will be made by LSPs using the Utility's preferred method of notification.

- B. The Utility agrees to accept a pledge submission as notification of the utility customer's participation in LIHEAP, from the LSP or CSD personnel and post the LIHEAP pledge amount as a credit pending on the customer's account. Utility agrees to honor the pledge for up to 60 days and take into account the LIHEAP benefit amount when determining any scheduled disconnection or shutoff against the account during the pledge period.
- C. Payment for LIHEAP pledges will be issued by CSD directly to the Utility in accordance with payment issuance and processing instructions reflected in Section 1.6.
- D. Fraud Prevention. If the Utility's personnel responsible for receiving pledges have any concerns or questions about the legitimacy of a pledge, or the caller's authority to make pledges, Utility should notify the LSP or CSD's Project Coordinator immediately to verify the validity of the pledge.

ARTICLE 2 – REPORTING REQUIREMENTS

2.1 Quarterly Pledge Reports

The Utility shall provide CSD with a Pledge Report, on a quarterly basis or as requested by CSD, to include:

- A. Number of pledges received during the quarter;
- B. Average value of pledges;
- C. Number of cancelled pledges;
- D. Broken Pledges:
 - 1. Number of pledged accounts that received a benefit, after 60 days from the initial receipt of the pledge.
 - 2. Number of pledged accounts that have not received a benefit after the initial receipt of the pledge and were not cancelled.
 - 3. A detailed report of broken pledges to include the following:
 - a. Program Year;

2023 Utility Direct Payment Agreement

- b. Account number;
 - c. Pledge Date;
 - d. Pledge amount;
 - e. CSD's LSP that made the pledge (Provider name or Provider number);
 - f. Name of employee that made the pledge;
 - g. Date credit was applied to the account if account was credited; and
 - h. Number of days between initial receipt of pledge and delivery of benefit to customer's account, if account was credited.
- E. Definitions:
- 1. LIHEAP Pledge: A guarantee of payment made by the LSP or CSD staff for low-income customers at-risk of experiencing service disruption or service termination due to non-payment, which is made to Utility using the Utility's preferred method of notification.
 - 2. Broken Pledge: A pledge is deemed broken if the Utility does not receive a LIHEAP benefit payment for a pledged account from the LSP within 60 days, from the date the pledge was made, or if the benefit is never received by the Utility.
 - 3. Cancelled Pledge: A pledge that is cancelled by the LSP due to an error with the benefit amount or eligibility determination detected during the final application processing or data entry.

ARTICLE 3 -- CONTRACT CONSTRUCTION, ADMINISTRATION, AND PROCEDURE

3.1 State Contracting Requirements – “Contractor Certification Clauses, CCC 04/2017”

In accordance with State contracting requirements, specified contracting terms and conditions are made a part of this Agreement and are fully binding on the parties in accordance with State law. The provisions in their entirety are found at the Department of General Services' website at:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

2023 Utility Direct Payment Agreement

Click the “CCC 04/2017” link to download the current requirements.

3.2 Applicable Laws and Requirements

All services and activities undertaken by the parties in connection with this Agreement shall be performed in accordance with all applicable federal, state, and local laws and regulations, as may be amended from time to time, including any relevant memoranda of understanding and/or other cooperative agreements established between CSD, utility providers, and/or the Public Utilities Commission.

3.3 Additional Provisions

- A. Amendment. Changes to this Agreement shall be made by formal amendment with exceptions specified in Section F, below.
- B. 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.
- C. Cancellation/Termination. Either party may terminate this Agreement by giving 30 days written notice to the other party.
- D. Dispute Resolution. Unless otherwise mutually agreed to, any disputes between CSD and Utility regarding the construction or application of this Agreement and claims arising out of this Agreement or its breach shall be submitted to mediation within 30 calendar days of the written request of one party after the service of that request on the other party, in accordance with the following procedures:

The parties shall make best efforts to settle all disputes arising under this Agreement as a matter of normal business and without recourse to either mediation or litigation. If the parties are unable to resolve a dispute with respect to this Agreement, either party may send a notice to the other requesting a meeting at which senior officers or officials of the parties will attempt to resolve the dispute. If the parties are unable to resolve the dispute within ten days after the meeting notice is received by the party to whom it is directed, or such longer period as the parties may agree, then either party may initiate mediation as set forth herein.

- E. Executive Order N-6-22 – Russia Sanction: On March 4, 2022, Governor Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in

2023 Utility Direct Payment Agreement

Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering into any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

- F. 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.
- G. Minor Modifications. Utility and/or CSD may request modifications to the Agreement for minor adjustments during the contract term to implement process improvements and program efficiencies as appropriate.
- H. Nonwaiver. The waiver by either party of any breach of any term, covenant, or condition contained in this Agreement, or any default in the performance of any obligations under this Agreement, shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition, or obligation; nor shall any waiver of any incident of breach or default constitute a continuing waiver of the same. All waivers shall be in writing.
- I. Severability. If any provision of this Agreement is found 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.
- J. Subcontracts. No subcontracts shall be permitted under this Agreement; therefore, references to subcontractor or subcontracts as part of standard provisions that have been included herein shall have no applicability.
- K. Venue. In the event that suit shall be brought by either party to this Agreement, the parties agree that venue shall be exclusively vested in the State Courts of the County of Sacramento, or where otherwise appropriate, exclusively in the United States District Court for the Eastern District of California in Sacramento, California.

ARTICLE 4 – STATE CONTRACTING REQUIREMENTS - GENERAL TERMS AND CONDITIONS GTC 04/2017

- 4.1 AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral

2023 Utility Direct Payment Agreement

understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

- 4.2** ANTITRUST CLAIMS: The Utility by signing this Agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Utility shall comply with the requirements of the Government Codes Sections set out below.
- a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

2023 Utility Direct Payment Agreement

- 4.3** APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Utility may not commence performance until such approval has been obtained.
- 4.4** ASSIGNMENT: This Agreement is not assignable by the Utility, either in whole or in part, without the consent of the State in the form of a formal written amendment.
- 4.5** AUDIT: Utility agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Utility agrees to maintain such records for possible audit for a minimum of three years after final payment unless a longer period of records retention is stipulated. Utility agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Utility agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
- 4.6** CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
- 4.7** CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the Utility acknowledges in accordance with Public Contract Code 7110, that:
- a. The Utility recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The Utility, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 4.8** COMPENSATION: The consideration to be paid Utility, as provided herein, shall be in compensation for all of Utility's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
- 4.9** DISPUTES: Utility shall continue with the responsibilities under this Agreement during any dispute.
- 4.10** GOVERNING LAW: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- 4.11** INDEMNIFICATION: Utility agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or

2023 Utility Direct Payment Agreement

resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Utility in the performance of this Agreement.

- 4.12** INDEPENDENT CONTRACTOR: Utility, and the agents and employees of Utility, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
- 4.13** LOSS LEADER: If this Agreement involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)
- 4.14** NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Utility and its subcontractors shall not deny the contract’s benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Utility shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Utility and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Utility shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours’ notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Utility and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Utility shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

- 4.15** PRIORITY HIRING CONSIDERATIONS: If this Agreement includes services in excess of \$200,000, the Utility shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

2023 Utility Direct Payment Agreement

4.16 RECYCLING CERTIFICATION: The Utility shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

4.17 SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Agreement Utility made a commitment to achieve small business participation, then Utility must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) report to the awarding department the actual percentage of small business participation that was achieved. (Govt.Code § 14841.)
- b. If for this Agreement Utility made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Utility must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the awarding department: (1) the total amount the prime Utility received under the Agreement; (2) the name and address of the DVBE(s) that participated in the performance of the Agreement; (3) the amount each DVBE received from the prime Utility; (4) that all payments under the Agreement have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

4.18 TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Utility fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Utility under this Agreement and the balance, if any, shall be paid to the Utility upon demand.

4.19 TIMELINESS: Time is of the essence in this Agreement.

4.20 UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

ARTICLE 5 – ADMINISTRATIVE POLICIES, TERMS AND CONDITIONS

5.1 Confidentiality

2023 Utility Direct Payment Agreement

- A. Utility hereby agrees to provide required security to ensure the confidential, physical security and safekeeping of all data, information, files, and documents (“customer information”) pertaining to the recipients of LIHEAP utility assistance payments, while such customer information is in its possession. Utilizing security procedures and measures no less effective than those employed by CSD, Utility will, in accordance with applicable law and the terms of this agreement, protect from unauthorized use and disclosure all sensitive data, documentation, or other customer information provided to Utility by CSD for purposes of this Agreement.