























6. If PG&E directs Contractor to dispose of PG&E Contractor Documents, Contractor shall do so in a confidential and secure manner, whether the format is electronic or paper. Proof of destruction of PG&E Contractor Documents shall be submitted to PG&E upon request.
7. If PG&E provides paper documents to Contractor in order to convert them to digital electronic format, Contractor shall return both the paper documents and the documents converted to digital electronic format to PG&E.
8. Contractor is responsible for ensuring that its Subcontractors regardless of tier comply with the obligations of Contractor where set forth in this Exhibit 2.
9. The terms and conditions of this Exhibit 2, including Exhibit 2A if attached, shall survive the termination of this Contract.



## **Exhibit 2A**

### **Document and Data List**

If Section 1(a) of Exhibit 2 is checked, Contractor agrees that in connection with this Contract or CWA, as applicable, the following PG&E Contractor Documents will be created, received and/or maintained by Contractor:

**[Insert list of all specific PG&E Contractor Documents  
required under this Contract (CWA)]**



## EXHIBIT 3

### AUDIT RIGHTS

1. ACCURACY OF RECORDS.
  - 1.1 Contractor shall keep accurate records and books of accounts showing the items and costs billed under this Contract, as well as cost data supporting the Contract proposal and/or other representations, including detailed supporting cost data for assumptions and calculation of indirect cost rates specified in the Contract. Contractor shall also maintain nonfinancial documentation and records related to Work performed hereunder but not delivered to PG&E.
  - 1.2 Contractor's books and records must provide sufficient detail to verify the charges shall include, without limitation, the following:
    - Payroll records (hours, employee name, employee classification, multiplier breakdown, etc.) that account for total time worked under the Contract;
    - Canceled payroll checks or signed receipts for cash payroll;
    - Invoices (including all back-up details) for purchases, receiving and issuing documents, and all inventory records for Contractor's stock or capital items;
    - Paid invoices and canceled checks for purchased materials, Subcontractor, and third-party charges;
    - Records relating to air freight and ground transportation, including but not limited to handling, hauling, and disposing of materials/equipment; and
    - Accurate, auditable records of gifts and entertainment to individual PG&E personnel.
2. AVAILABILITY OF RECORDS. Contractor shall preserve and make available its records and books of accounts, both manual and those which are in machine readable form (collectively, "Records"), for a period of three years from the date of final payment under this Contract. If this Contract is terminated, Contractor's Records shall be preserved and made available for a period of three years from the date of termination or of any resulting final settlement, whichever is later. Records which relate to litigation or the settlement of claims arising out of the performance of this Contract, or costs and expenses of this Contract to which exception has been taken by PG&E, shall be retained until such appeals, litigations, claims, or exceptions have been concluded.
3. AUDIT. Upon reasonable notice, PG&E or its representatives shall have the right to audit, without restrictions and at no additional cost to PG&E, at any time during normal business hours, the items and costs described in this Section, including without limitation, all fees and direct and indirect costs incurred by Contractor and billed to PG&E, to verify the rates and costs billed to PG&E hereunder are as represented by Contractor. PG&E may use recognized statistical sampling methods to determine an estimate of the total amount, if any, of PG&E overpayments or underpayments to Contractor.
4. OVERPAYMENTS. Contractor shall refund to PG&E any payments to Contractor which are not in accordance with Contract terms or are not supported by Contractor Records or other valid evidence.
5. ERRORS/IRREGULARITIES. If errors, irregularities, inaccuracies, mistakes or the like ("Errors") are discovered by audit or other means and PG&E relied upon such Errors in accepting the rates, the affected rates shall be adjusted accordingly, with such adjustment retroactive to the effective date of the Contract and any overpayments refunded to PG&E.
6. MISREPRESENTATION OF COST OR PRICING DATA. If any price, including profit or fee, negotiated in connection with this Contract, or any cost reimbursable under this Contract, was increased by any significant amount because Contractor or a Subcontractor misrepresented cost or pricing data in negotiations, the price or cost shall be reduced accordingly. This provision also applies to any future change order or modification to this Contract which involves the submission of cost or pricing data. The knowing misrepresentation of cost or pricing data by Contractor shall be considered a material breach of this Contract.
7. TRANSACTION COSTS. If an audit determines that Contractor overcharged PG&E or if Contractor knowingly submits overcharges or misrepresents cost or pricing data in any amount, Contractor agrees to reimburse PG&E both the amount of the overcharges plus PG&E's associated transaction costs, including but not limited to costs associated with the discovery and determination of the overcharge amount, the discovery of misrepresented cost or pricing data, and the quantification of any resulting overcharges.
8. INTEREST ON OVERPAYMENTS. If PG&E makes an overpayment to Contractor as a result of Contractor over billings, Contractor shall be liable to PG&E for interest on the amount of such overpayment to be computed (1) for the period beginning on the date the overpayment was made to Contractor and ending on the date Contractor repays the amount of such overpayment to PG&E, and (2) at a rate equal to the prime rate charged by the Bank of America, NT&SA, San Francisco, California.
9. SUBCONTRACTS. Contractor shall include the requirements of this Exhibit in each Subcontract.



## EXHIBIT A

### CONFIDENTIALITY AND DATA SECURITY

1. In addition to the Contract requirements set out in the Confidentiality provisions, Contractor shall comply with the following additional terms of this **Exhibit DATA- A** (Confidentiality and Data Security) regarding the handling of Confidential Information and PG&E Data from PG&E or its Customers.

2. **NON-DISCLOSURE AGREEMENTS:** Contractor shall have all of its employees, Subcontractors, and Subcontractor employees who will perform Work or services under this Contract sign a non-disclosure agreement in the form attached hereto as **Exhibit B-NDA** (Non-disclosure and Use of Information Agreement ["NDA"]). Prior to starting said Work or services, Contractor shall promptly furnish the original signed non-disclosure agreements to PG&E.

3. **SECURITY MEASURES:** Contractor shall take "Security Measures" with the handling of Confidential Information to ensure that the Confidential Information will not be compromised and shall be kept secure. Security Measures shall mean industry standards and techniques, physical and logical, including but not limited to:

- a. written policies regarding information security, disaster recovery, third-party assurance auditing, penetration testing,
- b. password protected workstations at Contractor's premises, any premises where Work or services are being performed and any premises of any person who has access to such Confidential Information,
- c. encryption of Confidential Information, and
- d. measures to safeguard against the unauthorized access, destruction, use, alteration or disclosure of any such Confidential Information including, but not limited to, restriction of physical access to such data and information, implementation of logical access controls, sanitization or destruction of media, including hard drives, and establishment of an information security program.

4. **COMPLIANCE AND MONITORING:** Contractor shall comply with security policies relating to the handling of Confidential Information.

- a. Prior to PG&E's first transfer of Confidential Information to Contractor, Contractor shall provide PG&E with documentation satisfactory to PG&E that it has undertaken Security Measures.
- b. Contractor and PG&E agree to meet periodically, if requested by PG&E, to evaluate Contractor's Security Measures and to discuss, in good faith, means by which the Parties can enhance such protection, if necessary.
- c. Contractor shall update its Security Measures, including procedures, practices, policies and controls so as to keep current with industry standards, as applicable.
- d. PG&E reserves the right to perform onsite security assessments to verify the implementation and ongoing operation and maintenance of security controls. At least annually, Contractor shall assist PG&E in obtaining a copy of any report that documents Contractor's Security Measures.
- e. In the event, PG&E determines Contractor has not complied with Security Measures, PG&E shall provide written notice to Contractor describing the deficiencies.



Contractor shall then have sixty (60) calendar days to cure. If Contractor has not cured the deficiencies within sixty (60) calendar days, PG&E may cancel this Contract for cause in accordance with the Contract's termination provisions.

5.PG&E DATA: PG&E Data shall mean:

- a. all data or information provided by or on behalf of PG&E, including, but not limited to, personally identifiable information relating to, of, or concerning, or provided by or on behalf of any Customers,
- b. all data or information input, transferred, uploaded, migrated, or otherwise sent by or on behalf of PG&E to Contractor as PG&E may approve of in advance and in writing (in each instance),
- c. account numbers, forecasts, and other similar information disclosed to or otherwise made available to Contractor by or on behalf of PG&E and Customers, and
- d. all data provided by PG&E's licensors, including any and all survey responses, feedback, and reports, as well as information entered by PG&E, Contractor or Subcontractor, and Customers.

6.SECURITY OF PG&E DATA: Contractor agrees that Contractor's collection, management and use of PG&E Data during the Term shall comply with these security requirements and all applicable laws, regulations, directives, and ordinances.

- a. Vendor Security Review: Before receiving any PG&E Data, Contractor shall provide documentation and certify that it has written information security and privacy controls and policies in place and that its employees and subcontractors have been trained on such controls and policies. Contractor may receive PG&E Data if the documentation and certification reveal no high-risk security control deficiencies. If PG&E's review reveals high-risk security control deficiencies, Contractor may not receive PG&E Data until such time Contractor mitigates the risk(s).

7.USE OF PG&E DATA:

- a. License: PG&E may provide PG&E Data to Contractor to perform its obligations hereunder. Subject to the terms of the Contract, PG&E grants Contractor a personal, non-exclusive, non-assignable, non-transferable limited license to use the PG&E Data solely for the limited purpose of performing the Work or services during the Term, but not otherwise.
- b. Limited Use of PG&E Data: Contractor agrees that PG&E Data will not be (a) used by Contractor for any purpose other than that of performing Contractor's obligations under this Contract, (b) disclosed, sold, assigned, leased or otherwise disposed of or made available to third parties by Contractor, (c) commercially exploited by or on behalf of Contractor, nor (d) provided or made available to any other party without written authorization, subject to these General Conditions and Exhibit DATA-A, Confidentiality and Data Security, and **Exhibit B-NDA**, Non-Disclosure and Use of Information Agreement.
- c. Application Development: Contractor agrees that it will not engage in any application development without or until it has demonstrated compliance with the Contract provisions and it's **Exhibit DATA-A and Exhibit B-NDA**.

8.SECURITY BREACH: Contractor shall immediately notify PG&E in writing of any unauthorized access or disclosure of Confidential Information and/or PG&E Data.

- a. Contractor shall take reasonable measures within its control to immediately stop the unauthorized access or disclosure of Confidential Information and/or PG&E Data to prevent recurrence and to return to PG&E any copies.



b. Contractor shall provide PG&E (i) a brief summary of the issue, facts and status of Contractor's investigation; (ii) the potential number of individuals affected by the security breach; (iii) the Confidential Information and/or PG&E Data that may be implicated by the security breach; and (iv) any other information pertinent to PG&E's understanding of the security breach and the exposure or potential exposure of Confidential Information and/or PG&E Data.

c. Contractor shall investigate such breach or potential breach, and shall inform PG&E, in writing, of the results of such investigation, and assist PG&E (at Contractor's sole cost and expense) in maintaining the confidentiality of such Confidential Information and/or PG&E Data. Contractor agrees to provide, at Contractor's sole cost and expense, appropriate data security monitoring services for all potentially affected persons for one (1) year following the breach or potential breach, subject to PG&E's prior approval.

d. If requested in advance and in writing by PG&E, Contractor will notify the potentially affected persons regarding such breach or potential breach within a reasonable time period determined by PG&E and in a form as specifically approved in writing by PG&E. In addition, in no event shall Contractor issue or permit to be issues any public statements regarding the security breach involving Confidential Information and/or PG&E Data unless PG&E requests Contractor to do so in writing.

9. **RIGHT TO SEEK INJUNCTION:** Contractor agrees that any breach of this **Exhibit DATA-A** (Confidentiality and Data Security) would constitute irreparable harm and significant injury to PG&E. Accordingly, and in addition to PG&E's right to seek damages and any other available remedies at law or in equity in accordance with this Contract, Contractor agrees that PG&E will have the right to obtain, from any competent civil court, immediate temporary or preliminary injunctive relief enjoining any breach or threatened breach of this Contract, involving the alleged unauthorized access, disclosure or use of any Confidential Information and/or PG&E Data. Contractor hereby waives any and all objections to the right of such court to grant such relief, including, but not limited to, objections of improper jurisdiction or forum non convenient.

10. **CPUC and IOU DISCLOSURE:** Notwithstanding anything to the contrary contained herein, but without limiting the general applicability of the foregoing, Contractor understands, agrees and acknowledges as follows.

a. PG&E hereby reserves the right in its sole and absolute discretion to disclose any and all terms of this Contract and all exhibits, attachments, and any other documents related thereto to the California Public Utilities Commission (CPUC), and that the CPUC may reproduce, copy, in whole or in part or otherwise disclose the Contract to the public.

b. PG&E may be required or may deem it to be in the best interest of the Work being performed under this Contract that Work related information be disclosed to other IOUs (excluding any pricing information).

11. **SUBPOENAS:** In the event that a court or other governmental authority of competent jurisdiction, including the CPUC, issues an order, subpoena or other lawful process requiring the disclosure by Contractor of the Confidential Information and/or PG&E Data provided by PG&E, Contractor shall notify PG&E immediately upon receipt thereof to facilitate PG&E's efforts to prevent such disclosure, or otherwise preserve the proprietary or confidential nature of the Confidential Information and/or PG&E Data. If PG&E is unsuccessful at preventing the disclosure or otherwise preserving the proprietary or confidential nature of the Confidential Information and/or PG&E Data, or has notified Contractor in writing that it will take no action to prevent disclosure or otherwise preserve the proprietary or confidential nature of such Confidential Information and/or



PG&E Data, then Contractor shall not be in violation of this Contract if it complies with an order of such court or governmental authority to disclose such Confidential Information and/or PG&E Data.





EXHIBIT B-NDA

NON-DISCLOSURE AND USE OF INFORMATION AGREEMENT ("NDA")

THIS NON-DISCLOSURE AND USE OF INFORMATION AGREEMENT (NDA) is by and between \_\_\_\_\_ ("Company"), \_\_\_\_\_, ("Undersigned") authorized employee of Company (together, Company and Undersigned are referred to as the "Recipient"), and PACIFIC GAS AND ELECTRIC COMPANY ("PG&E") on the date set forth below. Undersigned and Company agree as follows:

1. The Recipient acknowledges that in the course of performing services or work (Work) for PG&E, the Recipient will be given access to certain Confidential Information, which may include (a) PG&E residential or commercial utility Customer's (Customer) personal identifiable information, energy usage data, billing data, account information and information relating to their facilities, equipment, processes, products, specifications, designs, records, data, software programs, finances, technologies, trade secrets, Customer identities, marketing plans or manufacturing processes or products, (b) any technical, commercial, financial, or Customer information of PG&E obtained by Contractor in connection with the Parties Contract, either during the Contract or applicable CWA Terms or prior to these Terms but in contemplation that Contractor might be providing the Work or services, including, but not limited to a Customer's energy usage and billing data, data, matters and practices concerning technology, ratemaking, personnel, business, marketing or manufacturing processes or products, which may be information owned by PG&E or by a third party and which may be in the custody of PG&E or third party and which constitutes valuable confidential and proprietary information and or trade secrets belonging to PG&E, and/or third parties, (c) any confidential information of any third party disclosing such confidential information to PG&E or Contractor in the course of such third party's , engagement, business, or other relationship with PG&E or its parent, subsidiary, or affiliated companies, (d) Personal Information as defined in California Civil Code Section 1798.140(o)(1), and (e) PG&E Data as defined in Exhibit DATA-A, Confidentiality and Data Security (collectively, "Confidential Information").

2. In consideration of being made privy to such Confidential Information, and of the contracting for the Recipient's professional services by PG&E, the Recipient hereby shall hold the same in strict confidence, and not disclose it, or otherwise make it available, to any person or third party (including but not limited to any affiliate of PG&E that produces energy or energy-related products or services) without the prior written consent of PG&E. Any Personal Information, as defined in California Civil Code Section 1798.140(o)(1), shall not be sold under any circumstances The Recipient agrees that all such Confidential Information:

- a. Shall be used only for the purpose of providing Work or services for PG&E;
b. Shall not be reproduced, copied, in whole or in part, in any form, except as specifically authorized and in conformance with PG&E's instructions when necessary for the purposes set forth in (a) above; and
c. Shall, together with any copies, reproductions or other records thereof, in any form, and all information and materials developed by Undersigned there from, be returned to PG&E when no longer needed for the performance of Undersigned's Work or services for PG&E.

3. The Recipient hereby agrees that any third parties owning any Confidential Information are express third party beneficiaries of this Agreement.

4. The Recipient hereby acknowledges and agrees that because (a) an award of money damages is inadequate for any breach of this NDA by the Recipient or any of its representatives and (b) any breach causes PG&E irreparable harm, that for any violation or threatened violation of any provision of this NDA, in addition to any remedy PG&E may have at law, PG&E is entitled to equitable relief, including injunctive relief and specific performance, without proof of actual damages.

5. This NDA shall be governed by and interpreted in accordance with the laws of The State of California, without regard to its conflict of laws principles.

UNDERSIGNED

CONTRACTOR

By: \_\_\_\_\_

Company Name: \_\_\_\_\_

Name: \_\_\_\_\_

Authorized Agent: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_



Company: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



California Alternate Rates for Energy (CARE)  
Contractor Agreement 2020 to 2023  
Attachment 2

## 1.0 PURPOSE OF AGREEMENT

Pacific Gas and Electric Company (“PG&E”) is awarding El Dorado County (hereinafter referred to as “Organization”) a performance-based contract (which may alternatively be referred to as “Agreement”). PG&E and Organization shall be individually referred to as a “Party” and collectively as the “Parties.” The Organization shall assist PG&E in increasing its customer participation in PG&E’s California Alternate Rates for Energy (“CARE”) Program for the program year 2020, 2021,2022, and 2023.

## 2.0 BACKGROUND

- 2.1 In Decision 12-11-015, the California Public Utilities Commission (“CPUC”) authorized funding for PG&E to pay a capitation fee to entities for each new customer such entities enrolled in PG&E’s CARE program. The capitation fee is intended to reimburse the Organization for the incremental amount associated with assisting customers in completing a PG&E CARE application while the customer is receiving other low-income services and/or information from the Organization.
- 2.2 Upon Contract execution through December 31, 2023, this Work will be funded by the Public Goods Charge. In the event Public Goods Charge funding for this Agreement is reduced, used up or otherwise terminated, this Agreement shall also be reduced or terminated, as appropriate, effective upon Organization’s receipt of PG&E’s verbal notice. PG&E will follow-up with written notice. PG&E will not be obligated to pay costs not already incurred by Organization as of the date Organization received verbal notice of reduction or termination of the Agreement.

## 3.0 SCOPE OF WORK

- 3.1 Organization will assist PG&E Customers complete Care Applications in order to enroll PG&E Customers in the CARE Program.
- 3.2 Organization shall ensure each application meets the following requirements in order for the application to count towards the Organization’s Agreement maximum amount:
  - a. Application has been certified by PG&E (certification means the customers must not have been enrolled in the CARE program in the past 12 months and must meet all eligibility requirements).
  - b. Application has the Organization’s appropriate coding.
  - c. Application must result in a valid and new discount certification for the customer or tenant.
- 3.3 Organization shall attend an annual CARE contractor training session. This training session may be handled through a conference call.
- 3.4 Organization shall provide to PG&E a phone number that will be posted on the CARE toll-free assistance line (1-866-PGE-CARE) for customer referral purposes.



- 3.5 Organization shall ensure that each application is filled out completely, including but not limited to: customer's account number, customer's phone number, address, household income, number of person's living in the household and customer's signature.
- 3.6 Organization shall ensure that all completed original applications are mailed by a Community Outreach Contractor ("COC") in batches no later than the 25<sup>th</sup> of each month to:
- CARE Program  
Pacific Gas and Electric Company  
P.O. Box 7979  
San Francisco, CA 94120-7979
- 3.7 PG&E will track and monitor all CARE applications submitted by the Organization.
- 3.8 Organization may contact the CARE hotline at 1-866-743-2273 to request additional help and/or information.
- 3.9 PG&E will not accept any applications after December 26, 2020 for program year 2020, after December 26, 2021 for program year 2021, after December 26, 2022 for program year 2022, and after December 26, 2023 for program year 2023.

#### 4.0 TERMS OF AGREEMENT

- 4.1 The Work cannot begin until the Agreement has been signed by both PG&E and the Organization. The Agreement will terminate on December 31, 2023.

#### 5.0 INDEPENDENT CONTRACTOR

In assuming and performing the obligations of this Agreement, Organization is an independent entity and shall not be eligible for any benefits which PG&E may provide its employees, except as expressly provided for in this Agreement. All persons, if any, hired by Organization shall be employees, Subcontractors, or independent contractors of Organization and shall not be construed as employees or agents of PG&E in any respect.

#### 6.0 PERMITS, STATUTES AND CODES

Organization shall ensure that the work and all documentation comply with the applicable requirements of all statutes, acts, ordinances, regulations, codes and standards of federal, state, local and foreign governments, and all agencies thereof. Organization shall conform to the applicable employment practices requirements of (Presidential) Executive Order 11246 of September 24, 1965, as amended and applicable regulations promulgated thereunder. Organization shall be solely responsible for the safety and health of Organization's personnel.

#### 7.0 AUDIT

PG&E and/or the CPUC shall have the right to audit Organization's records.



## 8.0 TERMS OF PAYMENT

- 8.1 The Agreement maximum amount shall not exceed \$20,000.
- 8.2 PG&E will pay Organization monthly for all applications certified by PG&E as completed and qualified from the previous month.
- 8.3 The Organization's capitation fee shall be up to \$20.00 per customer who actually becomes enrolled in PG&E's CARE program as a result of Organization's work in assisting the customer in applying for the CARE program. Organization will not receive compensation for any efforts expended that do not result in a new customer being enrolled in the CARE program, including, without limitation, for any outreach or screening activities, for customer applications that are rejected by PG&E as incomplete, ineligible, or for other reasons, as determined by PG&E in its sole discretion, or for customers who are already participating in PG&E's CARE program.