

**TABLE OF CONTENTS FOR EXHIBIT 1**  
**Community Action Kentucky Subcontracts for**  
**Columbia Gas of Kentucky Home Energy Assistance (HEA) Programs**  
**Executed as of October 15, 2020**

No. of Subcontracts	Agency Subcontractor	Signed
1	Big Sandy Area Community Action Program	yes
2	Bluegrass Community Action Partnership	yes
3	Community Action Council for Lexington-Fayette, Bourbon, Harrison and Nicholas Counties, Inc.	yes
4	Kentucky River Foothills Development Council	yes
5	Gateway Community Action Agency	yes
6	Licking Valley Community Action Program	yes
7	LKLP Community Action Council	yes
8	Northeast KY Community Action Agency	yes

Big Sandy Area Community Action  
Program

## HOME ENERGY ASSISTANCE PROGRAM SUBCONTRACT

THIS SUBCONTRACT (“Agreement”) is made and entered into as of the 14<sup>th</sup> day of October, 2020, by and between **Community Action Kentucky, Inc. (“CAK”)**, a nonprofit corporation organized and existing under the laws of the Commonwealth of Kentucky, and Big Sandy Area Community Action Program, a Non-Profit Corporation organized under the laws of the Commonwealth of Kentucky (“Subcontractor” or “Operating Organization”), (each a “**Party**” and collectively “**Parties**”).

WHEREAS, by Order dated May 4, 2020 (as it may be amended or superseded, the “Order”) by the Kentucky Public Service Commission (the “Commission”) in Case No. 2019-00366, In the Matter of: Electronic Investigation of Home Energy Assistance Programs Offered by Investor-Owned Utilities Pursuant to KRS 278.285(4), the Commission set forth certain parameters for low-income home energy assistance (“HEA”) programs to assist households with low income offered by jurisdictional utilities in Kentucky and determined that HEA programs should be administered by a single administering agency that provides back-office functions and subcontracts front-office functions to community level nonprofit organizations, and

WHEREAS, in the Order, the Commission requested that CAK serve as the single administering agency for all HEA programs under the Commission’s jurisdiction, and, on June 2, 2020, CAK accepted the Commission’s invitation;

WHEREAS, CAK and each utility subject to the Order, including the utility providing services to clients in Subcontractor’s service area (“Utility”), have entered into an agreement to implement the requirements set forth in the Order (the “Utility Contract”);

WHEREAS, CAK, itself and through arrangements with community-level, non-profit organizations such as the CAAs (collectively, “Operating Organizations”), of which Subcontractor is one, agreed to provide the services described in the Utility Contract to assist Utility in implementing Utility’s HEA programs (“Programs”) to eligible residential customers of the Utility; and

WHEREAS, CAK seeks to have Subcontractor or, as approved by CAK, its subcontractor, perform certain services for the Programs as further described in this Agreement and in and subject to the terms and conditions of the Utility Contract (collectively, the “Program Services”);

NOW, THEREFORE, in consideration of the mutual obligations of the Parties hereto, each of them does hereby covenant and agree as follows:

### I. DEFINITIONS

Capitalized terms shall have the meaning ascribed to them in the text of this Agreement including as defined in Exhibit B attached hereto and incorporated herein by reference under the heading “HEA Program Terminology”. (NOTE: Exhibit D is part of the Utility Contract and is attached to this Agreement for reference only.)

### II. TERM OF AGREEMENT

A. This Agreement shall commence on the Effective Date and terminate on

September 30, 2021; *provided, however*, this Agreement shall automatically continue for successive one-year terms beginning on October 1 of each successive year unless either Party terminates in accordance with the terms of this Agreement.

B. Either Party may terminate this Agreement without cause by giving the other Party notice of its intention to terminate this Agreement no fewer than ninety (90) days prior to the end of any Program Year. In such case, this Agreement will terminate at the end of such Program Year. As used in this Agreement, the term “Program Year” shall mean October 1 of one calendar year to September 30 of the following calendar year, and each of the Programs shall have the same Program Year. Notwithstanding the foregoing, the Parties recognize that the continuation of the Programs and of this Agreement are subject to orders of the Commission. Termination of this Agreement shall not relieve either Party of its obligation to continue to perform its duties under this Agreement applicable to the final Program Year, including without limitation, Subcontractor’s submission of any data in the possession of Subcontractor as may be required by CAK to fulfill an audit by Utility, and compensation by CAK to Subcontractor pursuant to the terms of this Agreement for services performed in connection with the final Program Year.

### III. SCOPE OF WORK

#### A. RESPONSIBILITIES OF CAK

1. Before the start of the Program(s) and as soon as practicable after CAK receives all the information required from Utility as reflected on **Exhibit A** attached hereto and subject to any necessary approvals by the Commission, CAK shall notify Subcontractor of the following information:

- a. The names of the Programs that are subject to this Agreement;
- b. Sufficient information to set up the Program(s) in CASTiNET (including Type of Program, eligibility criteria, maximum benefits and program dates)
- c. Slots/Funding estimated to be available for Program(s) that are subject to this Agreement, as applicable.

2. CAK will notify Subcontractor throughout the Program Year of any material changes to information about the Program(s) reflected on Exhibit A as applicable Subcontractor’s operation of the Program(s). For example, a change in SLOTS or funding may be necessary between Subcontractors if insufficient SLOTS or funding is utilized. CAK reserves the right to reallocate SLOTS/funding, subject to approval by the Commission and/or Utility as applicable.

3. CAK will provide training and technical assistance as needed, including training on how to use CASTiNET to assist in operating the Programs and reporting on such operations.

4. CAK shall pay Subcontractor for Program Services in the manner described in Section IV. COMPENSATION and in the amounts set forth on **Exhibit E** (“Compensation”) subject to approval of the Commission as may be applicable.

#### B. RESPONSIBILITIES OF SUBCONTRACTOR

1. Subcontractor shall render the following Program Services to CAK:
  - a. Subcontractor shall operate the HEA Programs (as may be amended or replaced from time-to-time and subject to any necessary approvals of the Commission) in accordance with Exhibit B, including the Application Process, the Program-specific rules, as well as any operating instructions provided by CAK regarding Programs;
    - i. Ensure applicants are properly screened and, before providing assistance under a Program, are eligible for the applicable assistance;
    - ii. Ensure all Program applications, transmittals, payments, payment amounts are entered into CASTiNET;
    - iii. As applicable to the Program, carry out Vendor notifications accurately and timely (for example, submitting transmittals for crisis style programs)
  - b. Carry out activities related to processing Program applications as necessary to ensure the full utilization of Program benefits. For example: SLOTS for SLOT-Subsidy programs; funds for crisis style programs. Program performance is evaluated by the appropriate filing of SLOTS and/or dispersal of funds.
  - c. Comply with all applicable elements of KRS 278.287 regarding Donation Programs;
  - d. Comply with other instructions from CAK applicable to the Programs as may be issued from time to time.
2. Subcontractor shall set up the HEA Program(s) in CASTiNET in compliance with the CASTiNET Admin Manual.
3. Subcontractor shall ensure that all its staff and subcontractors who are or may be involved in any aspect of HEA Program operations are aware of HEA Program Operations and requirements. To the extent Subcontractor desires to arrange for its own subcontractor to perform any of Subcontractor's responsibilities under this Agreement, Subcontractor shall, upon prior approval from CAK, incorporate the terms of this Agreement into a written agreement with such subcontractor causing such subcontractor to be subject to all the terms contained in this Agreement.
4. Subcontractor shall cooperate with CAK and Utility in the development of an outreach and marketing strategy for the Programs for which Subcontractor is responsible hereunder and shall implement and execute on such outreach and/or marketing strategy as applicable.
5. Subcontractor shall obtain from all Program applicants a written Authorization to Release Information and Waiver of Claims ("Authorization") in a form substantially similar to the applicable form on **Exhibit C** to this Agreement giving permission to Utility, CAK and Subcontractor to exchange information regarding an applicant/participant/customer as necessary for the administration of the Programs, and waiving any claims against Utility, CAK and Subcontractor in connection with the exchange of information and administration of the Programs.
6. Subcontractor acknowledges that Programs, including SLOTS, funding, benefit

amounts and eligibility requirements, may be modified at the discretion of the Commission and/or Utility.

7. Subcontractor shall provide documentation as requested for CAK to meet its obligation for monitoring, auditing and reporting the Programs pursuant to the Utility Contracts.

8. Subcontractor agrees to maintain, during the term of this Agreement and for four years following its termination, complete and accurate records with regard to operation of the Programs including but not limited to client files and all Subcontractor's expenses and invoices in carrying out the Programs and other obligations under this Agreement. CAK shall have the right, at any reasonable time, to inspect and audit the records maintained by Subcontractor in its ordinary course of business for to the HEA Program(s) the current Program Year and the four preceding Program Years at CAK's sole cost either through CAK's own authorized representatives or through any public accounting firm selected by CAK. Subcontractor agrees to provide CAK with all information within Subcontractor's possession that is pertinent to Program operations.

#### **IV. COMPENSATION**

A. CAK shall compensate Subcontractor for Program Services as set forth on **Exhibit E** for the applicable Program ("Compensation").

B. Subcontractor agrees that Compensation due to Subcontractor is dependent upon Subcontractor's accurate entry of Program data into CASTiNET and other documentation as applicable to the Program and the Compensation Method set forth on Exhibit E.

C. Subcontractor is responsible for managing its resources and expenditures for all obligations set forth in this Agreement and CAK's payment to Subcontractor herein shall not exceed the Compensation set forth on Exhibit E and, if applicable, approved by the Commission. Any change to Compensation after the Effective Date of this Agreement must be documented by an addendum to Exhibit E that is signed by the Parties and, if applicable, approved by the Commission.

#### **V. REGULATORY APPROVALS**

Approval by the Commission of this Agreement and the details of the Programs is required. As a result, the Parties' rights and obligations under this Agreement, and the effectiveness of this Agreement, are expressly contingent upon obtaining and maintaining such approval. The date on which the Commission approves this Agreement will be the "**Effective Date.**" To the extent that there may be, or later arise, a conflict between this Agreement and any requirement or order of the Commission, the Commission's requirement or order shall be controlling. Subcontractor agrees to cooperate with CAK and Utility in obtaining and maintaining all necessary Commission approvals for the Programs.

#### **VI. DEFAULT AND REMEDIES**

A. Each of the following events or occurrences shall constitute an "Event of Default" under

this Agreement:

1. A Parties' insolvency or declaration of bankruptcy;
2. A failure by a Party to comply with any substantive obligation attributed to it pursuant to this Agreement;
3. Disclosure or discovery that the covenants and representations made by CAK or Subcontractor requiring the fulfillment of any requirement covered under this Agreement or any other document submitted in support of this Agreement is, was, or shall be false or misleading in any material respect.

B. Notwithstanding any provisions in this Agreement to the contrary, no Event of Default shall be the basis of any claim or action unless and until the non-defaulting Party has provided the alleged defaulting party a written notice detailing the specific claimed Event(s) of Default, and the alleged defaulting party has not cured, or undertaken significant and continuing efforts to cure the alleged default within twenty (20) days of its receipt of such notice, provided that the alleged default is cured within sixty (60) days following such notice. In the absence of such cure or a legitimate dispute as to the existence of the alleged the default, the non-defaulting Party shall have the right, at its election, to suspend its performance under this Agreement until such cure is completed or the dispute is resolved, or to terminate this Agreement and pursue any other remedies available to it.

C. Neither Party shall be liable to the other for any incidental, indirect, special, punitive, or consequential damages.

## **VII. FORCE MAJEURE**

A. Notwithstanding any provision in this Agreement to the contrary, except for any obligation to pay money due for obligations incurred prior to the contract's termination, each Party will be excused from performance under this Agreement during the period and to the extent that such Party is unable to perform by reason of any cause beyond the control of that Party, including, but not limited to, fire, storm, drought, flood, earthquake, war, terrorism, insurrection, power failure, quarantine, fuel shortage, the application or enforcement of any law, government declaration of emergency, or the inability or delay of a Party to acquire, after the exercise of due diligence and commercially reasonable efforts under the circumstances, any necessary materials, supplies, permits, permissions and governmental actions (a "*Force Majeure Event*").

B. The Party asserting an excuse of performance due to the occurrence of Force Majeure Event shall give notice of same to the non-claiming Party, including a description of the Force Majeure Event, a good faith estimate of the anticipated duration of the Force Majeure Event and a description of the claiming Party's efforts, if any, to terminate the Force Majeure Event or to limit its effects on the claiming Party's performance of this Agreement.

## **VIII. CONFIDENTIALITY**

A. As used in this Agreement, “Confidential Information” means any information obtained or developed by the Parties about individual applicants and participants under the Program ( “Program Applicants”) and that is disclosed by one Party to the other Party, whether before or during the term of this Agreement, including but not limited to nonpublic, individually identifiable personal information where the privacy or security of such information is subject to a local, state or federal law governing the privacy or security of such information, and information that is derived from the Confidential Information (for example through testing, analysis, processing, nonpublic reporting).

B. Except as otherwise expressly permitted in writing by a Party’s authorized representative, each of the Parties agrees to protect and maintain as confidential all Confidential Information obtained from another party and shall not:

1. use such Confidential Information received from another Party for any purpose other than in connection with the implementation, operation, evaluation, and oversight of the Program;

2. disseminate or use Confidential Information for any purpose beyond the limited purpose in this Agreement;

3. disclose, reveal or otherwise provide access to Confidential Information to any person or entity other than a Party’s employees, directors, officers, agents and consultants who (i) have a need to know to further the purpose of this Agreement; (ii) have been advised of the information’s confidential status; and (iii) are subject to legally binding obligations of confidentiality as to such information no less restrictive than those contained in this Agreement; provided, however, that the Party who received it shall at all times be fully responsible to the Party who disclosed it for the compliance by such persons and entities with this Agreement; or

4. give, sell, or otherwise provide or make available Confidential Information to any other individual, firm, partnership, corporation, or agency not a party to this Agreement.

C. The Parties understand and agree that to the extent Confidential Information must be used or reflected in Utility’s billing or accounting systems for purposes of the Programs or Utility’s routine operations, Utility’s usual restrictions on dissemination and availability of customer information shall be sufficient for purposes of satisfying its obligations under this Agreement with respect to Confidential Information.

D. All anecdotal reports containing or using Confidential Information shall use fictitious names, addresses, employers, and other identifiers.

E. Nothing herein shall limit the use of Confidential Information as necessary to implement, document, evaluate, or monitor the Programs or to comply with any court or regulatory agency proceeding or filing to which they may be subject. To the extent Confidential Information is included in any such proceeding or filing, however, the Parties agree to make reasonable efforts to protect its confidentiality.

## **IX. INSURANCE**



A. Subcontractor shall procure and maintain, the following insurance coverage throughout the term of this Agreement:

1. Commercial general liability insurance covering claims of bodily injury, property damage and professional liability insurance and/or Errors and Omissions insurance in an amount not less than \$500,000 per claim or per occurrence.

2. The commercial general liability policy shall include CAK and its officers, directors, and employees as an additional named insureds and shall include a waiver of subrogation in favor of the additional insureds with respect to CAK's liability arising out of Subcontractor's operations.

3. The insurance required by this paragraph is in addition to and separate from any other obligations contained in the Agreement. If any of the policies indicated above are placed on a "claims-made" basis, such coverage shall be maintained for a period of not less than five years following the termination of this Agreement and Subcontractor shall have the right to recover a portion of the premiums as part of the Program Costs. The above-referenced limit requirements may be met by any combination of umbrella or excess and primary policies so long as the total limit of insurance requirement is met. The required coverages referred to herein shall in no way affect, nor are they intended as a limitation of, Subcontractor's liability with respect to its performance under this Agreement; notwithstanding the foregoing, Subcontractor shall not be liable to CAK for any claim or occurrence covered by insurance but for CAK's failure to provide timely notification of such claim or occurrence.

## **X. INDEMNIFICATION**

To the extent permitted by law, each Party shall indemnify, and save the other harmless from and against any liabilities, costs, and claims, including judgments rendered against, and fines and penalties imposed upon, such Party, with reasonable attorney's fees and all other costs of litigation (collectively, "*Claims*"), to the extent, and only to the extent, such Claims result from the gross negligence or willful misconduct of the indemnifying Party, its employees, agents, or subcontractors, in connection with the performance of this Agreement, and provided the claim for indemnification for Claims is asserted within the statute of limitations applicable to the Claims. Any indemnification of a Party shall to the same extent apply to such Party's directors, officers, employees, agents, and affiliated companies (including any joint ventures of which the indemnified Party or any of its affiliates are a member and the other members of such joint ventures), and the directors, officers, employees and agents thereof.

## **XI. GOVERNING LAW AND CONSTRUCTION OF SUBCONTRACT**

The Parties' rights and obligations under this Agreement and the validity and construction of the Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Kentucky without regard to any conflicts of laws or other doctrines that could result in the application of the law of another jurisdiction. This Agreement has been negotiated by both Parties, and it shall not be interpreted or construed for or against Subcontractor or CAK. The words "includes" or "including" shall be understood as though they were followed in each case by the words "without limitation."

## **XII. ENTIRE AGREEMENT**

This Agreement, its Exhibits, and any documents referred to herein are incorporated herein and are a part of this Agreement. This Agreement contains all the terms, conditions and promises applicable to the subject matter of this Agreement. No modification or waiver of this Agreement, or any provision thereof, shall be valid or binding unless it is in writing and executed by both of the Parties. No waiver by either Party of any default or breach of any term or provision of this Agreement shall be construed as a waiver of any succeeding default or breach of the same or another term or provision of the Agreement.

**XIII. NO OTHER BENEFICIARIES**

This Agreement is solely between CAK and Subcontractor, and nothing in this Agreement, or the Programs shall be construed as creating any rights or claims in any third party.

**XIV. MISCELLANEOUS**

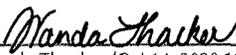
All of the provisions of this Agreement which expressly extend beyond the expiration or termination of this Agreement, including insurance obligations, indemnification obligations, confidentiality obligations, and limitations of liability, shall survive expiration or termination of this Agreement and remain in full force and effect in accordance with the terms of such provisions. If any provision of the Agreement is held to be invalid, such invalidity shall not affect the remaining provisions of the Agreement. Headings are provided for the convenience of the Parties and shall not affect the interpretation of any provision of this Agreement. This Agreement may be executed in counterparts, which counterparts taken together shall constitute the executed Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above, but effective as provided herein.

Agreed to and Signed By:

  
BY: \_\_\_\_\_  
Roger McCann, Executive Director  
Community Action Kentucky

Oct 14, 2020  
\_\_\_\_\_  
Date

  
BY: \_\_\_\_\_  
Wanda Thacker, Executive Director  
\_\_\_\_\_  
Big Sandy Area Community Action Program

Oct 14, 2020  
\_\_\_\_\_  
Date

Utility: \_\_\_\_\_ Program Year: \_\_\_\_\_

## Exhibit A – Program Funding and Designation of Program(s) Utility will Offer

### Utility Program Funding

**Customer Charge on Residential Bills:**

Customer Charge per meter: \$ 0.30

Estimated Funding: \$ \_\_\_\_\_

**A description of current and future shareholder funding levels & other non-residential donations allocated to the HEA Program(s):** \_\_\_\_\_

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Utility: \_\_\_\_\_ Program Year: \_\_\_\_\_

**Programs Utility Will Offer**

*Please complete a copy of this form for **each** HEA Program that Utility will offer during the Program Year.*

**Program Name:** \_\_\_\_\_

**Program Type:** \_\_\_\_\_ *Options: Slot/Subsidy; Crisis*

**Utility Program Contacts:**

**Contact Information**

**Primary Name:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Invoices should be submitted to Name:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Reports should be submitted to the following email(s)** \_\_\_\_\_

**Eligibility:**

**Maximum allowable Income (Percentage of Poverty):** \_\_\_\_\_

**Crisis Situation (for Crisis Style):** \_\_\_\_\_

**Last Day to enroll client to receive the first month's benefit** \_\_\_\_\_

**Benefit Types & Dates:**

*Please list the benefit types (e.g. electric, natural gas, electric (non-heating),...) available for this component, the Benefit Amount the client can receive (e.g., \$x / month; up to \$x max; 1 time \$x benefit) and the months the program/benefit is available (e.g., 7 months – Jan Feb Mar April July Aug Sep; 4 months - Jan Feb Mar April; Start to End Date).*

*For example:*

- *Crisis style program for Electric benefits up to \$100 from Jan 1 to April 1*
- *Subsidy/slot style program for Electric and Natural Gas benefits (\$80 and \$50 respectively) for the months of Jan, Feb, Mar, April, July, Aug and Sept*

<b>Benefit Type</b>	<b>Benefit Amount</b>	<b>Timeframe (Benefit Months Or Application Period)</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Utility: \_\_\_\_\_ Program Year: \_\_\_\_\_

**Preliminary Funding/Slots based on residential customers**

*(\*slots/funding can be adjusted as needed)*

**Total Funding:** \_\_\_\_\_ *(Available funding for this component)*

**Will funding for the Program fall under the "Voluntary energy cost assistance fund" as defined by KRS 278.287? YES / NO**

Region/County (if applicable)	Benefit Type	Slots/\$
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

## Exhibit B – HEA Program Operations and HEA Program Terminology

Agreement Between Utility and Community Action Kentucky, Inc.

### HEA Program Operations

**Note: The term “program” herein means HEA program unless the context otherwise requires a different meaning. See Exhibit B-1 for Common HEA Terminology.**

1. **Application Process (Applicable to all Programs)** – Any person who inquires shall be informed of the eligibility requirements and the rights and obligations of applicants in the program
  - a. **Application Period** - Each HEA program has its own application process. Please see program specific Application Period
  - b. **Screening, Eligibility Determination and Participant Identification.**
    - i. Operating Organizations shall take an initial screening application from all persons seeking to participate in the HEA programs and shall evaluate the information to make a preliminary determination whether applicant qualifies for the program. This includes:
      1. Ensure all required information has been provided by the applicant to determine if the household is eligible.
        - a. Determine that the household is responsible for home energy costs for an eligible energy type for the utility that they are applying for. If applicable, applicant will self-declare if the energy type is primary or secondary for heating.
        - b. The household does not exceed the income threshold for HEA program eligibility as defined in Exhibit A. The income threshold is based on the percentage of the federal poverty guidelines as of the start of the program year.
          - i. Income documentation and calculations will follow the LIHEAP program rules.
        - c. Meet other program specific eligibility requirements. See  program specific Eligibility Requirements
      2. Obtain release/waiver from the applicant in the form of  Exhibit C. Alternate methods of collecting the release/waiver will be accepted to accommodate applicants as needed.
    - ii. **Notify Utility of Eligible Clients**
      1. Prioritization criteria will be used to determine whether an eligible applicant will be submitted to the utility.
        - a. There will be no carryover or preference for past HEA program participants
        - b. Clients will be submitted to the Utility based on their prioritization using a predefined format (See program specific Utility Notification Requirements)
        - c. See program Specific Client Prioritization for additional criteria.
    - iii. Utility shall verify applications submitted to ensure the application meets the utility related eligibility requirements. This includes:

1. Determine that the applicant meets the following requirements:
    - a. Be an Active Residential Customer of Utility
    - b. Provide Utility with access for monthly meter readings;
    - c. Meet other program specific Utility Eligibility Requirements
  - iv. Utility shall notify Operating Organization with the disposition (e.g. did the client get enrolled, receive a benefit, etc.)
    1. See program specific Disposition Notification Requirements
  - v. Utility will apply the benefit(s) in the form of a credit to the customer's account in accordance with the following:
    1. Participant's benefits as defined in the program specific Program Benefits Section
    2. Utility will respond to general billing questions from Program participants, including inquiries regarding the details of the application of credits to their Utility bills pursuant to the Programs.
  - vi. Termination of Services
    1. See program specific Termination of Services
- c. Compliance, Monitoring and Reporting**
- i. Keep appropriate records. The program is subject to monitoring by CAK, Utility, Management Auditor, or designee. This includes:
    1. The implementation and ongoing operation of the program,
    2. The data collected and reported for the program
2. **Specific Program Type Rules:** Utility will identify the type of program(s) that will be operated as part of Exhibit A. Below are the program specific rules (in addition to generic rules described in Item 2 above) that will apply depending on the program type.
- a. **Subsidy/Slot Style Program Type:**
    - i. **Overview:** Utility customers (households) apply for the program, and if they meet the eligibility criteria they are approved for placement on a waitlist. The households are ranked with a prioritization system. Households are then selected from the waitlist based on their priority ranking and submitted to the utility. The utility will evaluate the customer further and either accept the household for enrollment into a slot or reject them. Once accepted into a slot, the utility will credit the customer accounts with a pre-determined dollar amount, over a pre-determined period of time.
    - ii. **Application Period:**
      1. Clients can apply for the program at any time during the program year (10/1 to 9/30 or until no more benefit months are available).
      2. Clients are encouraged to apply during the LIHEAP Subsidy application window, which allows clients to simultaneously apply for the LIHEAP and the HEA programs.
    - iii. **Eligibility Requirements**
      1. No additional program specific requirements
    - iv. **Prioritization Requirements**
      1. Applications will be prioritized by CASTINET based on the following criteria:

- a. \_\_\_\_\_
- 2. All clients that applied prior to the Initial Enrollment Date (as specified in Exhibit A) will be prioritized and considered for the initial enrollment batch submitted to the Utility.
- 3. After the Initial Enrollment, the waitlist will contain all approved applications that were not previously submitted
- 4. Applications with the highest priority will be submitted to the utility for enrollment as slots are available for the county/region/benefit type using the Utility Notification Requirements.
  - a. Slots may be moved by CAK after the initial enrollment to ensure maximum utilization of funds.
- v. Utility Notification Requirements**
  - 1. Utility will be notified via the request file in Exhibit D
- vi. Utility-Verified Eligibility Requirements**
  - 1. Utility will verify that the customer's account does not:
    - a. Have their service disconnected at the residence for which benefits will be credited
    - b. Reside in a multi-unit single meter building
  - 2. Utility will verify and notify CAK (via the Disposition Notification) of any discrepancies that prevent enrollment of the client.
- vii. Disposition Notification Requirements**
  - 1. Dispositions will be returned from the Utility via the response file described in Exhibit D
- viii. Program Benefits**
  - 1. Utility will apply the Benefit Amount based on the Benefit Type for each of the benefit timeframe (months) as specified in Exhibit A
  - 2. Participant's benefits under the Programs shall begin with the participant's first Utility billing cycle following the participant's admission to the Program, provided that such billing cycle falls within a Benefit month, unless otherwise specified.
- ix. Termination of Participation.**
  - 1. Utility will notify CAK if an enrolled client's service is discontinued, or the enrolled client no longer meets the eligibility requirements, via a removal file (see Exhibit D), and will remove the client from the program.
  - 2. CAK/Operating Organization will notify Utility to remove the client from the program via the request file (see Exhibit D) if they learn that an enrolled client is no longer eligible, or participant chooses to voluntarily withdraw from the program.
  - 3. If the benefit of participant in the Programs is terminated, credits to the participant's Utility account shall terminate the billing month following the date the participant is no longer eligible to participate in the Programs, unless otherwise specified.
  - 4. All clients will be removed at the end of the program.



- b. Crisis Style Program Type:** A Crisis style utility assistance program provides benefits to customers to resolve a crisis, usually related to a hardship that the customer has experienced. For example, a customer may require assistance to avoid a disconnect, needs help with a past due balance, or needs help to pay their bill as the result of a natural disaster, medical emergency, and/or other hardship.
- i. Application Period:**
    - 1. Clients can apply for the program during the Application Period specified in Exhibit A or until funds have been depleted. Client will have a 5 working day pending period to provide additional information.
      - a. Extensions to the 5 working day requirements may be granted if circumstances exist that are out of the client's control and would cause an undue burden to the client. Any extension shall be documented and equally accessible to all clients. Examples that would warrant an extension: natural disaster in the area; office closures that prevents the client from bringing in documentation;
  - ii. Eligibility Requirements**
    - 1. Client must be in a Crisis Situation as defined in Exhibit A.
    - 2. Must not be disconnected for nonpayment at the time of the application or work with the utility to be reconnected.
  - iii. Prioritization Requirements**
    - 1. Clients will be served on a first come first serve basis.
    - 2. To achieve maximum utilization of funds, operating agencies may move funds between counties in their service territory and CAK may move funds between operating agencies. Reasonable efforts shall be made to serve clients based on the original allocations to ensure equal access to services in all areas.
  - iv. Utility Notification Requirements**
    - 1. Operating Organizations will notify Utility using CASTINET Transmittals.
  - v. Utility-Verified Eligibility Requirements**
    - 1. Utility will verify that the customer's account does not:
      - a. Have their service disconnected at the residence for which benefits will be credited
    - 2. Utility will verify and notify Operating Agency (via the Disposition Notification) of any discrepancies that prevent applying the program benefit.
  - vi. Disposition Notification Requirements**
    - 1. Utility will return the transmittal with accounts that have credits applied or that have been rejected
    - 2. Operating Organization will update the disposition information in CASTINET.
  - vii. Program Benefits**
    - 1. Utility will apply the Benefit Amount based on the Benefit Type as specified in Exhibit A.

## **HEA Program Terminology**

(Note: These terms most often do not appear with an initial cap in Exhibit B or other program documents due to the frequency with which these terms are used; nevertheless, unless the context otherwise requires, these terms have the following meanings regardless of the case of the first letter.)

**Account Number-** the unique identifier associated with a utility account that associates it with a particular service or meter.

**Active Customer:** At the time of application, the client must have an account with the utility that is open and can accept the program benefits

**All-Electric-** a Household that uses only electricity for heating and cooling, i.e., the Household does not use propane or Natural Gas for either heating or cooling.

**Applicant-** a) an individual who applies for services on behalf of a Household or alternatively b) the Household who has applied for services. Applicant and Household may be used interchangeably unless the context otherwise requires.

**Approved / Approved Application -** an Applicant who is approved after having applied and being determined as *eligible* to participate in an HEA program. To be Approved does not mean that Applicant will receive a benefit. An Approved Applicant is eligible to either be placed into a SLOT when it becomes available or be provided another available benefit. (See definitions of Enrolled and Enrollment.)

**Base Load-** a Household that uses a fuel source other than electricity for heating. For example, the Household may have a furnace that uses Natural Gas or propane as the heat source.

**Client-** refers to an individual who seeks help with home energy needs from an Operating Organization.

**Customer-** refers to an individual who is a utility customer.

**Denial / Denied Application-** the process of denying an application because the Applicant is ineligible. For example, an Applicant may be above the income level allowed for the HEA program.

**Enrolled / Enrollee-** a status that indicates a Household's utility account has been assigned to a SLOT, pledge voucher or some other mechanism by which they will receive a benefit.

**Enrollment-** the process of placing Household into a position where they will receive a benefit, i.e., to be enrolled. An example would be an Applicant that has been placed into a SLOT after having been on a waitlist.

**Expired –** an Application that is not carried over from one program year to the next. Example: An application may be approved and placed onto a waitlist, but because no SLOT was available, the application "expires" and is purged from the waitlist prior to the new program year.

**Household-** a individual person or group of people who live together and share a utility service, energy source, water or sewer connection (i.e., utility account). The people in a Household may not necessarily be related.

**Individual-** a person who lives in a Household. This person may or may not be the Applicant.

**Initial Enrollment Date** – The Date is determined by taking the cutoff date provided by the utilities to ensure the first month's credit can be applied to the client's account and an adequate number of days prior to ensure timely file exchanges.

**Management Auditor** – a organization selected by the Commission to perform a management audit.

**Participant**- a Household who a) has been Enrolled and b) is receiving or has received a program benefit. A Household whose utility account has been assigned to a SLOT, pledge voucher or other benefit mechanism. Same as Enrolled or Enrollee.

**Pending Application**- an Application that has started, but has not been completed. This may occur if the Applicant has not provided adequate eligibility documentation, utility account information or similar. Applications will remain in Pending status until either Approved or the Pending Application Period has expired.

**Pending Application Period**- the time period that an Applicant's Application may remain in Pending status before being automatically denied. The default application period is 5 calendar days. An Applicant whose Application is automatically denied during the pending period may re-apply.

**Percent of Poverty**- Percent of Poverty (POP) refers to the U.S. Federal Poverty Guidelines published by the United States Department of Health and Human Services (HHS).

**Priority**- the ranking of Applicants based on a calculation. Applicants who are on a waitlist are selected for SLOTS based on their priority points.

**Removed**- a status that indicates a Household who was Enrolled has been unenrolled. This may occur when a Household closes an account or moves out of a service territory. Typically occurs because of a utility action.

**Recertification**- the process of a) retaining an Enrollee/Participant from one period to the next, b) automatically or semi-automatically re-enrolling a Participant based on prior participation in a program.

**Withdrawn**- A status that indicates a Household has opted to leave an HEA program. This is usually assumed to be voluntary. This may occur when a Household closes an account or moves out of a service territory.

**Waitlist**- A list of Households or utility accounts, who have applied and been determined to be eligible for a "SLOT". Applicants on a waitlist are prioritized. Applicants are selected and placed in a SLOT based on their Priority (see above definition).

**Rejected**- An applicant that was approved based on eligibility and submitted to a utility but was not accepted or rejected for enrollment into a benefit program. This may occur when an Applicant was placed onto a waitlist and then their account closed.

**Void / Voided Application**- The status of an Application. Typically, an Application is Void or Voided because it contains an error and is "voided" so that it can be replaced with another Application.

**Agreement Between Utility and Community Action Kentucky, Inc.**

**Exhibit C – Waiver/Release**

**AUTHORIZATION TO RELEASE INFORMATION AND WAIVER OF CLAIMS**  
**(“AUTHORIZATION”)**

**Purpose of this Authorization:** To be eligible for the \_\_\_\_\_ (“Program”), \_\_\_\_\_ (“Utility”), Community Action Kentucky, Inc. (“CAK”) and your Community Action Agency \_\_\_\_\_ (“CAA”) (collectively, the “Parties”) must share, exchange and use certain Information (defined below) about applicants and participants. We refer to the process of sharing, exchanging, and using Information as a “release” of Information. This release of Information may take place on paper or electronically. The purpose of this Authorization is to: a) get your permission for the Parties to release Information about you in connection with the Program; b) get your promise not to make a claim against the Parties arising from a release of Information; and c) ensure you understand that giving permission for the release of your Information does not guarantee your selection for or continued enrollment in the Program.

**Definition of Information:** For purposes of this Authorization, the term “**Information**” means information that includes all records about you and your ~~Natural Gas~~ ~~Natural Gas Service~~ account, including but not limited to your payment records, usage data, ~~Natural Gas Usage (MID)~~ estimates, meter reading dates, service disconnection data, past due payments, billing due dates and amounts, pledges and partial payment agreements, information about your application and eligibility for available weatherization programs, existing third-party notification information, other benefits or subsidies you receive to cover your home heating costs, amounts of other assistance provided, any intake and benefit information from the Program, social security number, driver’s license number, age, date of birth, health information and information relating to disabilities (except for mental health or chemical dependency information from a health care provider), employment information, education level, criminal history, income and financial information and any information collected or generated by the IRS with regard to your tax liability.

**Authorization Time Periods:** If you sign this Authorization, the Parties may release your Information covering the following time periods: a) sixty (60) months before the date of this Authorization; and b) up through the latter of: (i) sixty (60) months after the date of this Authorization; or (ii) six months after the effective date that your participation in the Program ends.

**By initialing below, I accept and agree as follows:**

- A. I acknowledge that it is necessary for a release of my Information by and between the Parties so that the Parties can determine whether I would benefit from the Program, determine the level of benefits for which I may be eligible, administer the Program and study the overall effectiveness of the Program. I further understand that by authorizing the release my Information, I am not being assured of selection for, or continued enrollment in, the Program.
- B. The Parties have my express permission to release the Information for the purposes described in this Authorization.
- C. In consideration for processing my application and determining my eligibility in the Program, I release the Parties (including their directors, officers, affiliates, employees and authorized agents) from any and all liability whatsoever for, and forever discharge and waive any claim that arises in connection with, the release of the Information for the purposes described in this Authorization (“Waiver of Claims”).

D. I may withdraw this Authorization and, thus, withdraw from participation in the Program, by making a written request to my CAA. I understand that if I withdraw this Authorization, the Parties will cease to further release Information about me upon the expiration of six months after the effective date my participation in the Program ends except as may be required by law. I also understand that my withdrawal of this Authorization does not affect my Waiver of Claims above related to a release of Information that occurs before the expiration of six months after the effective date that my participation in the Program ends.

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**Initial of Applicant/Authorized Representative**

**DISCLAIMER**

The Program, including benefit amounts and eligibility requirements, may be changed from time-to-time, which changes in some cases may require the approval by the Kentucky Public Service Commission. Benefits will be paid only so long as funding is available and you remain eligible for the benefits. Participation in a Program during any Program Year does not make you eligible to participate in any Program during a subsequent Program Year, and you will be required to reapply, and your eligibility for benefits from any Program will be reassessed for each Program Year.

No part of any Program benefit will be refunded or paid to you in cash. If a final bill otherwise shows a credit balance, part or all of which is the result of the application of a Program benefit, a refund will be made of only that portion, if any, of the final credit balance that exceeds the total Program benefits applied during the current Program Year.

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**Signature of Applicant/Authorized Representative      Date**

**Print name and relationship to Applicant of person signing above:**

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**Printed Name**

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**Relationship (POA, Spouse, Child, etc.)**

## **Agreement Between Utility and Community Action Kentucky, Inc.**

### **Exhibit D – Data Exchanges**

Utility and CAK shall exchange the following reports electronically using an agreed-upon data transfer method that would be expected to provide adequate security for such data.

**Request File** - CAK will provide Utility with a request file that will request a new eligible customer to be enrolled or notify the utility if a customer should be removed (e.g. no longer eligible).

- i. CASTiNET ServiceId (Unique identifier in CASTiNET)
- ii. Utility Account Number (Unique identifier for the Utility)
- iii. Name on Account (optional)
- iv. Program Type (This is critical for utilities that provide Baseload, All-electric and Donation Programs)
- v. Request Type
  - a. A(Enroll)
  - b. R(emove)

**Response File** - In response to receipt of CAK's request file, the Utility will transmit a response file containing if the request was successful and if not a reason.

- i. CASTiNET ServiceId (Unique identifier in CASTiNET)
- ii. Utility Account Number (Unique identifier for the Utility)
- iii. Name on Account (optional)
- iv. Program Type (This is critical for utilities that provide Baseload, All-electric and Donation Programs)
- v. Response Type
  - a. E(nrolled) in response to A(Enroll)
  - b. R(Rejected) in response to A(Enroll) or R(emove) – will require reason
  - c. M(removed) in response to R(emove)
- vi. Date
- vii. Reason

**Removal File** – The utility will notify CAK when a customer enrolled in the Program has been removed by the utility for reasons other than a removal request from CAK. This may be because the customer is no longer eligible (e.g. requested service to be discontinued, has been disconnected for non-payment or no longer meets eligibility criteria as defined in Exhibit B).

- i. Utility Account Number
- ii. Name on Account
- iii. Program Type (electric, base load, etc)
- iv. Reason
- v. Date

**Exhibit E to HEA Program Subcontract**  
***Compensation***

Pursuant to Section IV. COMPENSATION of the Home Energy Assistance (“HEA”) Program Subcontract between CAK and Subcontractor, Community Action Kentucky, Inc. (“CAK”) will pay Big Sandy Area Community Action Program \_\_\_\_\_ (“Subcontractor”) the

Compensation, as follows:

**HEA – Subsidy/SLOT Style (non-donation) Program(s)**

All funding is subject to the availability of funding from Utility.

All program operations, including SLOTS, administration fees, and reimbursement are subject to approval by the Utility and the Kentucky Public Service Commission. The Public Service Commission may change any program at its discretion.

Subcontractor will be reimbursed for up seven percent (7%) of the total Program funds expended. This will include:

**\$25 per SLOT maintained**

\* SLOT estimated breakout will be provided upon receipt of final Exhibit A from Utility and is subject to change.

\*\* Subcontractor shall take sufficient Applications to keep SLOTS filled in case a client is removed or withdraws (e.g., Subcontractor continues taking Applications so that there are more applicants than slots.).

**Method of Payment:** Subcontractor acknowledges that CAK will pay Subcontractor the Compensation due for the Program above based on the CASTINET SLOTS Report. Subcontractor shall inform CAK of any discrepancies/omissions in the Report and work with CAK to resolve them.

**Reimbursement of Additional Administrative Funds**

\*Subject to prior approval

**Method of Payment:** Subcontractor shall submit invoices and supporting documentation for payment of the Compensation at such intervals and in such manner as prescribed by the CAK HEA Programs Manual/CASTINET Manual, but in no event more frequently than on a monthly basis. CAK shall pay such invoices within 30 days after its receipt of same.

**HEA – Subsidy/SLOT Style (donation) Program(s)**

Subcontractor will be reimbursed on a per SLOT basis

**\$25 per SLOT maintained**

\* SLOT estimated breakout will be provided upon receipt of final Exhibit A from Utility and is subject to change.

\*\* Subcontractor shall take sufficient Applications to keep SLOTS filled in case a client is removed or withdraws (e.g., Subcontractor continues taking Applications so that there are more applicants than slots.).

**Method of Payment:** Subcontractor acknowledges that CAK will pay Subcontractor the Compensation due for the Program above based on the CASTiNET SLOTS Report. Subcontractor shall inform CAK of any discrepancies/omissions in the Report and work with CAK to resolve them.

Program is subject to Donation rules.

### **HEA – Crisis Style Program(s)**

Subcontractor will receive eight percent (8%) of the Program funds expended.

**Estimated funding breakout is attached to this Exhibit E.**

**Method of Payment:** Subcontractor acknowledges that CAK will pay Subcontractor the Compensation due for the Program above based on payments marked as paid and included on the CASTiNET Funds Remaining Report. Subcontractor must enter the return transmittals, enter payment amounts and mark the payments as paid in CASTiNET to receive payment. Subcontractor shall inform CAK of any discrepancies/omissions in the Report and work with the Utility and CAK to resolve them.

Periodically, this funding will be compared to the benefits applied at the Utility and adjustments to Admin may be made based on differences.



**Columbia Gas**

**Program Year 20/21**

Program Name: Columbia Gas Energy Assistance Program (EAP)

Slot/Subsidy Style Program

Max Per Slot Main	\$25	\$	30,225.00
Max Additional Admin (reiml)		\$	26,265.00
<b>Max Total Administration</b>		<b>\$</b>	<b>56,490.00</b>

\* Slots and Admin \$ are subject to change as described in the Contract and Exhibit E

		<b>Gas Only Max \$ for Slot Maintenance</b>	<b>Max Additional Admin (reimbursement)</b>
<b>Bluegrass</b>	<b>211</b>	<b>\$5,275.00</b>	\$ 4,583.88
Jessamine	10	\$250.00	
Franklin	102	\$2,550.00	
Scott	54	\$1,350.00	
Woodford	45	\$1,125.00	
<b>CAC</b>	<b>702</b>	<b>\$17,550.00</b>	\$ 15,250.65
Bourbon	26	\$650.00	
Fayette	661	\$16,525.00	
Harrison	15	\$375.00	
Nicholas	0	\$0.00	
<b>Foothills</b>	<b>73</b>	<b>\$1,825.00</b>	\$ 1,585.89
Madison	5	\$125.00	
Clark	55	\$1,375.00	
Estill	13	\$325.00	
<b>Gateway</b>	<b>23</b>	<b>\$575.00</b>	\$ 499.67
Montgomery	23	\$575.00	
Bath	0	\$0.00	
<b>Licking Valley</b>	<b>24</b>	<b>\$600.00</b>	\$ 521.39
Bracken	1	\$25.00	
Lewis	1	\$25.00	
Mason	22	\$550.00	
Robertson	0	\$0.00	
<b>Northeast</b>	<b>156</b>	<b>\$3,900.00</b>	\$ 3,389.03
Boyd	86	\$2,150.00	
Greenup	61	\$1,525.00	
Lawrence	9	\$225.00	
Carter	0	\$0.00	
<b>Big Sandy</b>	<b>18</b>	<b>\$450.00</b>	\$ 391.04
Floyd	7	\$175.00	
Martin	6	\$150.00	
Pike	5	\$125.00	
Johnson	0	\$0.00	
<b>LKLP</b>	<b>2</b>	<b>\$50.00</b>	\$ 43.45

Knott	2	\$50.00
Letcher	0	\$0.00
<b>Grand Total</b>	<b>1209</b>	<b>\$30,225.00</b>

# HEASubABCDE\_Binder1v3 - Big Sandy

Final Audit Report

2020-10-14

Created:	2020-10-14
By:	Roger McCann (roger@capky.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvhW91v8NbT5Z6-KCSO0ucX0ofEKUoa1Z

## "HEASubABCDE\_Binder1v3 - Big Sandy" History

-  Document created by Roger McCann (roger@capky.org)  
2020-10-14 - 2:46:08 PM GMT - IP address: 12.179.100.34
-  Document e-signed by Roger McCann (roger@capky.org)  
Signature Date: 2020-10-14 - 2:46:36 PM GMT - Time Source: server- IP address: 12.179.100.34
-  Document emailed to Wanda Thacker (wthacker@bsacap.org) for signature  
2020-10-14 - 2:46:39 PM GMT
-  Email viewed by Wanda Thacker (wthacker@bsacap.org)  
2020-10-14 - 5:01:23 PM GMT - IP address: 104.47.58.126
-  Document e-signed by Wanda Thacker (wthacker@bsacap.org)  
Signature Date: 2020-10-14 - 5:10:53 PM GMT - Time Source: server- IP address: 68.216.95.226
-  Agreement completed.  
2020-10-14 - 5:10:53 PM GMT

# Bluegrass Community Action Partnership

## HOME ENERGY ASSISTANCE PROGRAM SUBCONTRACT

THIS SUBCONTRACT (“Agreement”) is made and entered into as of the 15<sup>th</sup> day of October, 2020, by and between **Community Action Kentucky, Inc. (“CAK”)**, a nonprofit corporation organized and existing under the laws of the Commonwealth of Kentucky, and Blue Grass Community Action Partnership, Inc., a Non-Profit Corporation organized under the laws of the Commonwealth of Kentucky (“Subcontractor” or “Operating Organization”), (each a “*Party*” and collectively “*Parties*”).

WHEREAS, by Order dated May 4, 2020 (as it may be amended or superseded, the “Order”) by the Kentucky Public Service Commission (the “Commission”) in Case No. 2019-00366, In the Matter of: Electronic Investigation of Home Energy Assistance Programs Offered by Investor-Owned Utilities Pursuant to KRS 278.285(4), the Commission set forth certain parameters for low-income home energy assistance (“HEA”) programs to assist households with low income offered by jurisdictional utilities in Kentucky and determined that HEA programs should be administered by a single administering agency that provides back-office functions and subcontracts front-office functions to community level nonprofit organizations, and

WHEREAS, in the Order, the Commission requested that CAK serve as the single administering agency for all HEA programs under the Commission’s jurisdiction, and, on June 2, 2020, CAK accepted the Commission’s invitation;

WHEREAS, CAK and each utility subject to the Order, including the utility providing services to clients in Subcontractor’s service area (“Utility”), have entered into an agreement to implement the requirements set forth in the Order (the “Utility Contract”);

WHEREAS, CAK, itself and through arrangements with community-level, non-profit organizations such as the CAAs (collectively, “Operating Organizations”), of which Subcontractor is one, agreed to provide the services described in the Utility Contract to assist Utility in implementing Utility’s HEA programs (“Programs”) to eligible residential customers of the Utility; and

WHEREAS, CAK seeks to have Subcontractor or, as approved by CAK, its subcontractor, perform certain services for the Programs as further described in this Agreement and in and subject to the terms and conditions of the Utility Contract (collectively, the “Program Services”);

NOW, THEREFORE, in consideration of the mutual obligations of the Parties hereto, each of them does hereby covenant and agree as follows:

### I. DEFINITIONS

Capitalized terms shall have the meaning ascribed to them in the text of this Agreement including as defined in Exhibit B attached hereto and incorporated herein by reference under the heading “HEA Program Terminology”. (NOTE: Exhibit D is part of the Utility Contract and is attached to this Agreement for reference only.)

### II. TERM OF AGREEMENT

A. This Agreement shall commence on the Effective Date and terminate on

September 30, 2021; *provided, however*, this Agreement shall automatically continue for successive one-year terms beginning on October 1 of each successive year unless either Party terminates in accordance with the terms of this Agreement.

B. Either Party may terminate this Agreement without cause by giving the other Party notice of its intention to terminate this Agreement no fewer than ninety (90) days prior to the end of any Program Year. In such case, this Agreement will terminate at the end of such Program Year. As used in this Agreement, the term "Program Year" shall mean October 1 of one calendar year to September 30 of the following calendar year, and each of the Programs shall have the same Program Year. Notwithstanding the foregoing, the Parties recognize that the continuation of the Programs and of this Agreement are subject to orders of the Commission. Termination of this Agreement shall not relieve either Party of its obligation to continue to perform its duties under this Agreement applicable to the final Program Year, including without limitation, Subcontractor's submission of any data in the possession of Subcontractor as may be required by CAK to fulfill an audit by Utility, and compensation by CAK to Subcontractor pursuant to the terms of this Agreement for services performed in connection with the final Program Year.

### III. SCOPE OF WORK

#### A. RESPONSIBILITIES OF CAK

1. Before the start of the Program(s) and as soon as practicable after CAK receives all the information required from Utility as reflected on **Exhibit A** attached hereto and subject to any necessary approvals by the Commission, CAK shall notify Subcontractor of the following information:

- a. The names of the Programs that are subject to this Agreement;
- b. Sufficient information to set up the Program(s) in CASTiNET (including Type of Program, eligibility criteria, maximum benefits and program dates)
- c. Slots/Funding estimated to be available for Program(s) that are subject to this Agreement, as applicable.

2. CAK will notify Subcontractor throughout the Program Year of any material changes to information about the Program(s) reflected on Exhibit A as applicable Subcontractor's operation of the Program(s). For example, a change in SLOTS or funding may be necessary between Subcontractors if insufficient SLOTS or funding is utilized. CAK reserves the right to reallocate SLOTS/funding, subject to approval by the Commission and/or Utility as applicable.

3. CAK will provide training and technical assistance as needed, including training on how to use CASTiNET to assist in operating the Programs and reporting on such operations.

4. CAK shall pay Subcontractor for Program Services in the manner described in Section IV. COMPENSATION and in the amounts set forth on **Exhibit E** ("Compensation") subject to approval of the Commission as may be applicable.

#### B. RESPONSIBILITIES OF SUBCONTRACTOR

1. Subcontractor shall render the following Program Services to CAK:
  - a. Subcontractor shall operate the HEA Programs (as may be amended or replaced from time-to-time and subject to any necessary approvals of the Commission) in accordance with Exhibit B, including the Application Process, the Program-specific rules, as well as any operating instructions provided by CAK regarding Programs;
    - i. Ensure applicants are properly screened and, before providing assistance under a Program, are eligible for the applicable assistance;
    - ii. Ensure all Program applications, transmittals, payments, payment amounts are entered into CASTiNET;
    - iii. As applicable to the Program, carry out Vendor notifications accurately and timely (for example, submitting transmittals for crisis style programs)
  - b. Carry out activities related to processing Program applications as necessary to ensure the full utilization of Program benefits. For example: SLOTS for SLOT-Subsidy programs; funds for crisis style programs. Program performance is evaluated by the appropriate filing of SLOTS and/or dispersal of funds.
  - c. Comply with all applicable elements of KRS 278.287 regarding Donation Programs;
  - d. Comply with other instructions from CAK applicable to the Programs as may be issued from time to time.
2. Subcontractor shall set up the HEA Program(s) in CASTiNET in compliance with the CASTiNET Admin Manual.
3. Subcontractor shall ensure that all its staff and subcontractors who are or may be involved in any aspect of HEA Program operations are aware of HEA Program Operations and requirements. To the extent Subcontractor desires to arrange for its own subcontractor to perform any of Subcontractor's responsibilities under this Agreement, Subcontractor shall, upon prior approval from CAK, incorporate the terms of this Agreement into a written agreement with such subcontractor causing such subcontractor to be subject to all the terms contained in this Agreement.
4. Subcontractor shall cooperate with CAK and Utility in the development of an outreach and marketing strategy for the Programs for which Subcontractor is responsible hereunder and shall implement and execute on such outreach and/or marketing strategy as applicable.
5. Subcontractor shall obtain from all Program applicants a written Authorization to Release Information and Waiver of Claims ("Authorization") in a form substantially similar to the applicable form on **Exhibit C** to this Agreement giving permission to Utility, CAK and Subcontractor to exchange information regarding an applicant/participant/customer as necessary for the administration of the Programs, and waiving any claims against Utility, CAK and Subcontractor in connection with the exchange of information and administration of the Programs.
6. Subcontractor acknowledges that Programs, including SLOTS, funding, benefit

amounts and eligibility requirements, may be modified at the discretion of the Commission and/or Utility.

7. Subcontractor shall provide documentation as requested for CAK to meet its obligation for monitoring, auditing and reporting the Programs pursuant to the Utility Contracts.

8. Subcontractor agrees to maintain, during the term of this Agreement and for four years following its termination, complete and accurate records with regard to operation of the Programs including but not limited to client files and all Subcontractor's expenses and invoices in carrying out the Programs and other obligations under this Agreement. CAK shall have the right, at any reasonable time, to inspect and audit the records maintained by Subcontractor in its ordinary course of business for to the HEA Program(s) the current Program Year and the four preceding Program Years at CAK's sole cost either through CAK's own authorized representatives or through any public accounting firm selected by CAK. Subcontractor agrees to provide CAK with all information within Subcontractor's possession that is pertinent to Program operations.

#### **IV. COMPENSATION**

A. CAK shall compensate Subcontractor for Program Services as set forth on **Exhibit E** for the applicable Program ("Compensation").

B. Subcontractor agrees that Compensation due to Subcontractor is dependent upon Subcontractor's accurate entry of Program data into CASTiNET and other documentation as applicable to the Program and the Compensation Method set forth on Exhibit E.

C. Subcontractor is responsible for managing its resources and expenditures for all obligations set forth in this Agreement and CAK's payment to Subcontractor herein shall not exceed the Compensation set forth on Exhibit E and, if applicable, approved by the Commission. Any change to Compensation after the Effective Date of this Agreement must be documented by an addendum to Exhibit E that is signed by the Parties and, if applicable, approved by the Commission.

#### **V. REGULATORY APPROVALS**

Approval by the Commission of this Agreement and the details of the Programs is required. As a result, the Parties' rights and obligations under this Agreement, and the effectiveness of this Agreement, are expressly contingent upon obtaining and maintaining such approval. The date on which the Commission approves this Agreement will be the "**Effective Date.**" To the extent that there may be, or later arise, a conflict between this Agreement and any requirement or order of the Commission, the Commission's requirement or order shall be controlling. Subcontractor agrees to cooperate with CAK and Utility in obtaining and maintaining all necessary Commission approvals for the Programs.

#### **VI. DEFAULT AND REMEDIES**

A. Each of the following events or occurrences shall constitute an "Event of Default" under



this Agreement:

1. A Parties' insolvency or declaration of bankruptcy;
2. A failure by a Party to comply with any substantive obligation attributed to it pursuant to this Agreement;
3. Disclosure or discovery that the covenants and representations made by CAK or Subcontractor requiring the fulfillment of any requirement covered under this Agreement or any other document submitted in support of this Agreement is, was, or shall be false or misleading in any material respect.

B. Notwithstanding any provisions in this Agreement to the contrary, no Event of Default shall be the basis of any claim or action unless and until the non-defaulting Party has provided the alleged defaulting party a written notice detailing the specific claimed Event(s) of Default, and the alleged defaulting party has not cured, or undertaken significant and continuing efforts to cure the alleged default within twenty (20) days of its receipt of such notice, provided that the alleged default is cured within sixty (60) days following such notice. In the absence of such cure or a legitimate dispute as to the existence of the alleged the default, the non-defaulting Party shall have the right, at its election, to suspend its performance under this Agreement until such cure is completed or the dispute is resolved, or to terminate this Agreement and pursue any other remedies available to it.

C. Neither Party shall be liable to the other for any incidental, indirect, special, punitive, or consequential damages.

## VII. FORCE MAJEURE

A. Notwithstanding any provision in this Agreement to the contrary, except for any obligation to pay money due for obligations incurred prior to the contract's termination, each Party will be excused from performance under this Agreement during the period and to the extent that such Party is unable to perform by reason of any cause beyond the control of that Party, including, but not limited to, fire, storm, drought, flood, earthquake, war, terrorism, insurrection, power failure, quarantine, fuel shortage, the application or enforcement of any law, government declaration of emergency, or the inability or delay of a Party to acquire, after the exercise of due diligence and commercially reasonable efforts under the circumstances, any necessary materials, supplies, permits, permissions and governmental actions (a "*Force Majeure Event*").

B. The Party asserting an excuse of performance due to the occurrence of Force Majeure Event shall give notice of same to the non-claiming Party, including a description of the Force Majeure Event, a good faith estimate of the anticipated duration of the Force Majeure Event and a description of the claiming Party's efforts, if any, to terminate the Force Majeure Event or to limit its effects on the claiming Party's performance of this Agreement.

## VIII. CONFIDENTIALITY

A. As used in this Agreement, “Confidential Information” means any information obtained or developed by the Parties about individual applicants and participants under the Program ( “Program Applicants”) and that is disclosed by one Party to the other Party, whether before or during the term of this Agreement, including but not limited to nonpublic, individually identifiable personal information where the privacy or security of such information is subject to a local, state or federal law governing the privacy or security of such information, and information that is derived from the Confidential Information (for example through testing, analysis, processing, nonpublic reporting).

B. Except as otherwise expressly permitted in writing by a Party’s authorized representative, each of the Parties agrees to protect and maintain as confidential all Confidential Information obtained from another party and shall not:

1. use such Confidential Information received from another Party for any purpose other than in connection with the implementation, operation, evaluation, and oversight of the Program;

2. disseminate or use Confidential Information for any purpose beyond the limited purpose in this Agreement;

3. disclose, reveal or otherwise provide access to Confidential Information to any person or entity other than a Party’s employees, directors, officers, agents and consultants who (i) have a need to know to further the purpose of this Agreement; (ii) have been advised of the information’s confidential status; and (iii) are subject to legally binding obligations of confidentiality as to such information no less restrictive than those contained in this Agreement; provided, however, that the Party who received it shall at all times be fully responsible to the Party who disclosed it for the compliance by such persons and entities with this Agreement; or

4. give, sell, or otherwise provide or make available Confidential Information to any other individual, firm, partnership, corporation, or agency not a party to this Agreement.

C. The Parties understand and agree that to the extent Confidential Information must be used or reflected in Utility’s billing or accounting systems for purposes of the Programs or Utility’s routine operations, Utility’s usual restrictions on dissemination and availability of customer information shall be sufficient for purposes of satisfying its obligations under this Agreement with respect to Confidential Information.

D. All anecdotal reports containing or using Confidential Information shall use fictitious names, addresses, employers, and other identifiers.

E. Nothing herein shall limit the use of Confidential Information as necessary to implement, document, evaluate, or monitor the Programs or to comply with any court or regulatory agency proceeding or filing to which they may be subject. To the extent Confidential Information is included in any such proceeding or filing, however, the Parties agree to make reasonable efforts to protect its confidentiality.

## **IX. INSURANCE**

A. Subcontractor shall procure and maintain, the following insurance coverage throughout the term of this Agreement:

1. Commercial general liability insurance covering claims of bodily injury, property damage and professional liability insurance and/or Errors and Omissions insurance in an amount not less than \$500,000 per claim or per occurrence.

2. The commercial general liability policy shall include CAK and its officers, directors, and employees as an additional named insureds and shall include a waiver of subrogation in favor of the additional insureds with respect to CAK's liability arising out of Subcontractor's operations.

3. The insurance required by this paragraph is in addition to and separate from any other obligations contained in the Agreement. If any of the policies indicated above are placed on a "claims-made" basis, such coverage shall be maintained for a period of not less than five years following the termination of this Agreement and Subcontractor shall have the right to recover a portion of the premiums as part of the Program Costs. The above-referenced limit requirements may be met by any combination of umbrella or excess and primary policies so long as the total limit of insurance requirement is met. The required coverages referred to herein shall in no way affect, nor are they intended as a limitation of, Subcontractor's liability with respect to its performance under this Agreement; notwithstanding the foregoing, Subcontractor shall not be liable to CAK for any claim or occurrence covered by insurance but for CAK's failure to provide timely notification of such claim or occurrence.

## **X. INDEMNIFICATION**

To the extent permitted by law, each Party shall indemnify, and save the other harmless from and against any liabilities, costs, and claims, including judgments rendered against, and fines and penalties imposed upon, such Party, with reasonable attorney's fees and all other costs of litigation (collectively, "*Claims*"), to the extent, and only to the extent, such Claims result from the gross negligence or willful misconduct of the indemnifying Party, its employees, agents, or subcontractors, in connection with the performance of this Agreement, and provided the claim for indemnification for Claims is asserted within the statute of limitations applicable to the Claims. Any indemnification of a Party shall to the same extent apply to such Party's directors, officers, employees, agents, and affiliated companies (including any joint ventures of which the indemnified Party or any of its affiliates are a member and the other members of such joint ventures), and the directors, officers, employees and agents thereof.

## **XI. GOVERNING LAW AND CONSTRUCTION OF SUBCONTRACT**

The Parties' rights and obligations under this Agreement and the validity and construction of the Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Kentucky without regard to any conflicts of laws or other doctrines that could result in the application of the law of another jurisdiction. This Agreement has been negotiated by both Parties, and it shall not be interpreted or construed for or against Subcontractor or CAK. The words "includes" or "including" shall be understood as though they were followed in each case by the words "without limitation."

## **XII. ENTIRE AGREEMENT**

This Agreement, its Exhibits, and any documents referred to herein are incorporated herein and are a part of this Agreement. This Agreement contains all the terms, conditions and promises applicable to the subject matter of this Agreement. No modification or waiver of this Agreement, or any provision thereof, shall be valid or binding unless it is in writing and executed by both of the Parties. No waiver by either Party of any default or breach of any term or provision of this Agreement shall be construed as a waiver of any succeeding default or breach of the same or another term or provision of the Agreement.

**XIII. NO OTHER BENEFICIARIES**

This Agreement is solely between CAK and Subcontractor, and nothing in this Agreement, or the Programs shall be construed as creating any rights or claims in any third party.

**XIV. MISCELLANEOUS**

All of the provisions of this Agreement which expressly extend beyond the expiration or termination of this Agreement, including insurance obligations, indemnification obligations, confidentiality obligations, and limitations of liability, shall survive expiration or termination of this Agreement and remain in full force and effect in accordance with the terms of such provisions. If any provision of the Agreement is held to be invalid, such invalidity shall not affect the remaining provisions of the Agreement. Headings are provided for the convenience of the Parties and shall not affect the interpretation of any provision of this Agreement. This Agreement may be executed in counterparts, which counterparts taken together shall constitute the executed Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above, but effective as provided herein.

Agreed to and Signed By:

BY:   
Roger McCann (Oct 14, 2020 10:34 EDT)  
\_\_\_\_\_  
Roger McCann, Executive Director  
Community Action Kentucky

Oct 14, 2020  
\_\_\_\_\_  
Date

BY:   
Troy Roberts (Oct 14, 2020 11:06 EDT)  
\_\_\_\_\_  
Troy Roberts, Executive Director  
\_\_\_\_\_  
Blue Grass Community Action Partnership, Inc.

Oct 14, 2020  
\_\_\_\_\_  
Date

Utility: \_\_\_\_\_ Program Year: \_\_\_\_\_

**Exhibit A – Program Funding and Designation of Program(s) Utility will Offer**

**Utility Program Funding**

**Customer Charge on Residential Bills:**

Customer Charge per meter: \$ 0.30

Estimated Funding: \$ \_\_\_\_\_

**A description of current and future shareholder funding levels & other non-residential donations allocated to the HEA Program(s):** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Utility: \_\_\_\_\_ Program Year: \_\_\_\_\_

**Programs Utility Will Offer**

**Please complete a copy of this form for each HEA Program that Utility will offer during the Program Year.**

**Program Name:** \_\_\_\_\_

**Program Type:** \_\_\_\_\_ *Options: Slot/Subsidy; Crisis*

**Utility Program Contacts:**

**Contact Information**

**Primary Name:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Invoices should be submitted to Name:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Reports should be submitted to the following email(s)** \_\_\_\_\_

**Eligibility:**

**Maximum allowable Income (Percentage of Poverty):** \_\_\_\_\_

**Crisis Situation (for Crisis Style):** \_\_\_\_\_

**Last Day to enroll client to receive the first month's benefit** \_\_\_\_\_

**Benefit Types & Dates:**

*Please list the benefit types (e.g. electric, natural gas, electric (non-heating),...) available for this component, the Benefit Amount the client can receive (e.g., \$x / month; up to \$x max; 1 time \$x benefit) and the months the program/benefit is available (e.g., 7 months – Jan Feb Mar April July Aug Sep; 4 months - Jan Feb Mar April; Start to End Date).*

*For example:*

- *Crisis style program for Electric benefits up to \$100 from Jan 1 to April 1*
- *Subsidy/slot style program for Electric and Natural Gas benefits (\$80 and \$50 respectively) for the months of Jan, Feb, Mar, April, July, Aug and Sept*

<b>Benefit Type</b>	<b>Benefit Amount</b>	<b>Timeframe (Benefit Months Or Application Period)</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Utility: \_\_\_\_\_ Program Year: \_\_\_\_\_

**Preliminary Funding/Slots based on residential customers**

*(\*slots/funding can be adjusted as needed)*

**Total Funding:** \_\_\_\_\_ *(Available funding for this component)*

**Will funding for the Program fall under the "Voluntary energy cost assistance fund" as defined by KRS 278.287? YES / NO**

Region/County (if applicable)	Benefit Type	Slots/\$
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

## Exhibit B – HEA Program Operations and HEA Program Terminology

Agreement Between Utility and Community Action Kentucky, Inc.

### HEA Program Operations

**Note: The term “program” herein means HEA program unless the context otherwise requires a different meaning. See Exhibit B-1 for Common HEA Terminology.**

1. **Application Process (Applicable to all Programs)** – Any person who inquires shall be informed of the eligibility requirements and the rights and obligations of applicants in the program
  - a. **Application Period** - Each HEA program has its own application process. Please see program specific Application Period
  - b. **Screening, Eligibility Determination and Participant Identification.**
    - i. Operating Organizations shall take an initial screening application from all persons seeking to participate in the HEA programs and shall evaluate the information to make a preliminary determination whether applicant qualifies for the program. This includes:
      1. Ensure all required information has been provided by the applicant to determine if the household is eligible.
        - a. Determine that the household is responsible for home energy costs for an eligible energy type for the utility that they are applying for. If applicable, applicant will self-declare if the energy type is primary or secondary for heating.
        - b. The household does not exceed the income threshold for HEA program eligibility as defined in Exhibit A. The income threshold is based on the percentage of the federal poverty guidelines as of the start of the program year.
          - i. Income documentation and calculations will follow the LIHEAP program rules.
        - c. Meet other program specific eligibility requirements. See  program specific Eligibility Requirements
      2. Obtain release/waiver from the applicant in the form of  Exhibit C. Alternate methods of collecting the release/waiver will be accepted to accommodate applicants as needed.
    - ii. **Notify Utility of Eligible Clients**
      1. Prioritization criteria will be used to determine whether an eligible applicant will be submitted to the utility.
        - a. There will be no carryover or preference for past HEA program participants
        - b. Clients will be submitted to the Utility based on their prioritization using a predefined format (See program specific Utility Notification Requirements)
        - c. See program Specific Client Prioritization for additional criteria.
    - iii. Utility shall verify applications submitted to ensure the application meets the utility related eligibility requirements. This includes:



1. Determine that the applicant meets the following requirements:
    - a. Be an Active Residential Customer of Utility
    - b. Provide Utility with access for monthly meter readings;
    - c. Meet other program specific Utility Eligibility Requirements
  - iv. Utility shall notify Operating Organization with the disposition (e.g. did the client get enrolled, receive a benefit, etc.)
    1. See program specific Disposition Notification Requirements
  - v. Utility will apply the benefit(s) in the form of a credit to the customer's account in accordance with the following:
    1. Participant's benefits as defined in the program specific Program Benefits Section
    2. Utility will respond to general billing questions from Program participants, including inquiries regarding the details of the application of credits to their Utility bills pursuant to the Programs.
  - vi. Termination of Services
    1. See program specific Termination of Services
- c. Compliance, Monitoring and Reporting**
- i. Keep appropriate records. The program is subject to monitoring by CAK, Utility, Management Auditor, or designee. This includes:
    1. The implementation and ongoing operation of the program,
    2. The data collected and reported for the program
2. **Specific Program Type Rules:** Utility will identify the type of program(s) that will be operated as part of Exhibit A. Below are the program specific rules (in addition to generic rules described in Item 2 above) that will apply depending on the program type.
- a. **Subsidy/Slot Style Program Type:**
    - i. **Overview:** Utility customers (households) apply for the program, and if they meet the eligibility criteria they are approved for placement on a waitlist. The households are ranked with a prioritization system. Households are then selected from the waitlist based on their priority ranking and submitted to the utility. The utility will evaluate the customer further and either accept the household for enrollment into a slot or reject them. Once accepted into a slot, the utility will credit the customer accounts with a pre-determined dollar amount, over a pre-determined period of time.
    - ii. **Application Period:**
      1. Clients can apply for the program at any time during the program year (10/1 to 9/30 or until no more benefit months are available).
      2. Clients are encouraged to apply during the LIHEAP Subsidy application window, which allows clients to simultaneously apply for the LIHEAP and the HEA programs.
    - iii. **Eligibility Requirements**
      1. No additional program specific requirements
    - iv. **Prioritization Requirements**
      1. Applications will be prioritized by CASTINET based on the following criteria:

- a. \_\_\_\_\_
2. All clients that applied prior to the Initial Enrollment Date (as specified in Exhibit A) will be prioritized and considered for the initial enrollment batch submitted to the Utility.
3. After the Initial Enrollment, the waitlist will contain all approved applications that were not previously submitted
4. Applications with the highest priority will be submitted to the utility for enrollment as slots are available for the county/region/benefit type using the Utility Notification Requirements.
  - a. Slots may be moved by CAK after the initial enrollment to ensure maximum utilization of funds.
- v. Utility Notification Requirements**
  1. Utility will be notified via the request file in Exhibit D
- vi. Utility-Verified Eligibility Requirements**
  1. Utility will verify that the customer's account does not:
    - a. Have their service disconnected at the residence for which benefits will be credited
    - b. Reside in a multi-unit single meter building
  2. Utility will verify and notify CAK (via the Disposition Notification) of any discrepancies that prevent enrollment of the client.
- vii. Disposition Notification Requirements**
  1. Dispositions will be returned from the Utility via the response file described in Exhibit D
- viii. Program Benefits**
  1. Utility will apply the Benefit Amount based on the Benefit Type for each of the benefit timeframe (months) as specified in Exhibit A
  2. Participant's benefits under the Programs shall begin with the participant's first Utility billing cycle following the participant's admission to the Program, provided that such billing cycle falls within a Benefit month, unless otherwise specified.
- ix. Termination of Participation.**
  1. Utility will notify CAK if an enrolled client's service is discontinued, or the enrolled client no longer meets the eligibility requirements, via a removal file (see Exhibit D), and will remove the client from the program.
  2. CAK/Operating Organization will notify Utility to remove the client from the program via the request file (see Exhibit D) if they learn that an enrolled client is no longer eligible, or participant chooses to voluntarily withdraw from the program.
  3. If the benefit of participant in the Programs is terminated, credits to the participant's Utility account shall terminate the billing month following the date the participant is no longer eligible to participate in the Programs, unless otherwise specified.
  4. All clients will be removed at the end of the program.

- b. Crisis Style Program Type:** A Crisis style utility assistance program provides benefits to customers to resolve a crisis, usually related to a hardship that the customer has experienced. For example, a customer may require assistance to avoid a disconnect, needs help with a past due balance, or needs help to pay their bill as the result of a natural disaster, medical emergency, and/or other hardship.
- i. Application Period:**
    1. Clients can apply for the program during the Application Period specified in Exhibit A or until funds have been depleted. Client will have a 5 working day pending period to provide additional information.
      - a. Extensions to the 5 working day requirements may be granted if circumstances exist that are out of the client's control and would cause an undue burden to the client. Any extension shall be documented and equally accessible to all clients. Examples that would warrant an extension: natural disaster in the area; office closures that prevents the client from bringing in documentation;
  - ii. Eligibility Requirements**
    1. Client must be in a Crisis Situation as defined in Exhibit A.
    2. Must not be disconnected for nonpayment at the time of the application or work with the utility to be reconnected.
  - iii. Prioritization Requirements**
    1. Clients will be served on a first come first serve basis.
    2. To achieve maximum utilization of funds, operating agencies may move funds between counties in their service territory and CAK may move funds between operating agencies. Reasonable efforts shall be made to serve clients based on the original allocations to ensure equal access to services in all areas.
  - iv. Utility Notification Requirements**
    1. Operating Organizations will notify Utility using CASTINET Transmittals.
  - v. Utility-Verified Eligibility Requirements**
    1. Utility will verify that the customer's account does not:
      - a. Have their service disconnected at the residence for which benefits will be credited
    2. Utility will verify and notify Operating Agency (via the Disposition Notification) of any discrepancies that prevent applying the program benefit.
  - vi. Disposition Notification Requirements**
    1. Utility will return the transmittal with accounts that have credits applied or that have been rejected
    2. Operating Organization will update the disposition information in CASTINET.
  - vii. Program Benefits**
    1. Utility will apply the Benefit Amount based on the Benefit Type as specified in Exhibit A.

## **HEA Program Terminology**

(Note: These terms most often do not appear with an initial cap in Exhibit B or other program documents due to the frequency with which these terms are used; nevertheless, unless the context otherwise requires, these terms have the following meanings regardless of the case of the first letter.)

**Account Number-** the unique identifier associated with a utility account that associates it with a particular service or meter.

**Active Customer:** At the time of application, the client must have an account with the utility that is open and can accept the program benefits

**All-Electric-** a Household that uses only electricity for heating and cooling, i.e., the Household does not use propane or Natural Gas for either heating or cooling.

**Applicant-** a) an individual who applies for services on behalf of a Household or alternatively b) the Household who has applied for services. Applicant and Household may be used interchangeably unless the context otherwise requires.

**Approved / Approved Application -** an Applicant who is approved after having applied and being determined as *eligible* to participate in an HEA program. To be Approved does not mean that Applicant will receive a benefit. An Approved Applicant is eligible to either be placed into a SLOT when it becomes available or be provided another available benefit. (See definitions of Enrolled and Enrollment.)

**Base Load-** a Household that uses a fuel source other than electricity for heating. For example, the Household may have a furnace that uses Natural Gas or propane as the heat source.

**Client-** refers to an individual who seeks help with home energy needs from an Operating Organization.

**Customer-** refers to an individual who is a utility customer.

**Denial / Denied Application-** the process of denying an application because the Applicant is ineligible. For example, an Applicant may be above the income level allowed for the HEA program.

**Enrolled / Enrollee-** a status that indicates a Household's utility account has been assigned to a SLOT, pledge voucher or some other mechanism by which they will receive a benefit.

**Enrollment-** the process of placing Household into a position where they will receive a benefit, i.e., to be enrolled. An example would be an Applicant that has been placed into a SLOT after having been on a waitlist.

**Expired –** an Application that is not carried over from one program year to the next. Example: An application may be approved and placed onto a waitlist, but because no SLOT was available, the application "expires" and is purged from the waitlist prior to the new program year.

**Household-** a individual person or group of people who live together and share a utility service, energy source, water or sewer connection (i.e., utility account). The people in a Household may not necessarily be related.

**Individual-** a person who lives in a Household. This person may or may not be the Applicant.

**Initial Enrollment Date** – The Date is determined by taking the cutoff date provided by the utilities to ensure the first month’s credit can be applied to the client’s account and an adequate number of days prior to ensure timely file exchanges.

**Management Auditor** – a organization selected by the Commission to perform a management audit.

**Participant**- a Household who a) has been Enrolled and b) is receiving or has received a program benefit. A Household whose utility account has been assigned to a SLOT, pledge voucher or other benefit mechanism. Same as Enrolled or Enrollee.

**Pending Application**- an Application that has started, but has not been completed. This may occur if the Applicant has not provided adequate eligibility documentation, utility account information or similar. Applications will remain in Pending status until either Approved or the Pending Application Period has expired.

**Pending Application Period**- the time period that an Applicant’s Application may remain in Pending status before being automatically denied. The default application period is 5 calendar days. An Applicant whose Application is automatically denied during the pending period may re-apply.

**Percent of Poverty**- Percent of Poverty (POP) refers to the U.S. Federal Poverty Guidelines published by the United States Department of Health and Human Services (HHS).

**Priority**- the ranking of Applicants based on a calculation. Applicants who are on a waitlist are selected for SLOTS based on their priority points.

**Removed**- a status that indicates a Household who was Enrolled has been unenrolled. This may occur when a Household closes an account or moves out of a service territory. Typically occurs because of a utility action.

**Recertification**- the process of a) retaining an Enrollee/Participant from one period to the next, b) automatically or semi-automatically re-enrolling a Participant based on prior participation in a program.

**Withdrawn**- A status that indicates a Household has opted to leave an HEA program. This is usually assumed to be voluntary. This may occur when a Household closes an account or moves out of a service territory.

**Waitlist**- A list of Households or utility accounts, who have applied and been determined to be eligible for a “SLOT”. Applicants on a waitlist are prioritized. Applicants are selected and placed in a SLOT based on their Priority (see above definition).

**Rejected**- An applicant that was approved based on eligibility and submitted to a utility but was not accepted or rejected for enrollment into a benefit program. This may occur when an Applicant was placed onto a waitlist and then their account closed.

**Void / Voided Application**- The status of an Application. Typically, an Application is Void or Voided because it contains an error and is “voided” so that it can be replaced with another Application.

Agreement Between Utility and Community Action Kentucky, Inc.

Exhibit C – Waiver/Release

**AUTHORIZATION TO RELEASE INFORMATION AND WAIVER OF CLAIMS**  
**("AUTHORIZATION")**

**Purpose of this Authorization:** To be eligible for the \_\_\_\_\_ ("Program"), \_\_\_\_\_ ("Utility"), Community Action Kentucky, Inc. ("CAK") and your Community Action Agency \_\_\_\_\_ ("CAA") (collectively, the "Parties") must share, exchange and use certain Information (defined below) about applicants and participants. We refer to the process of sharing, exchanging, and using Information as a "release" of Information. This release of Information may take place on paper or electronically. The purpose of this Authorization is to: a) get your permission for the Parties to release Information about you in connection with the Program; b) get your promise not to make a claim against the Parties arising from a release of Information; and c) ensure you understand that giving permission for the release of your Information does not guarantee your selection for or continued enrollment in the Program.

**Definition of Information:** For purposes of this Authorization, the term "**Information**" means information that includes all records about you and your ~~Natural Gas~~ ~~Natural Gas Service~~ account, including but not limited to your payment records, usage data, ~~Natural Gas Cons (MIP)~~ estimates, meter reading dates, service disconnection data, past due payments, billing due dates and amounts, pledges and partial payment agreements, information about your application and eligibility for available weatherization programs, existing third-party notification information, other benefits or subsidies you receive to cover your home heating costs, amounts of other assistance provided, any intake and benefit information from the Program, social security number, driver's license number, age, date of birth, health information and information relating to disabilities (except for mental health or chemical dependency information from a health care provider), employment information, education level, criminal history, income and financial information and any information collected or generated by the IRS with regard to your tax liability.

**Authorization Time Periods:** If you sign this Authorization, the Parties may release your Information covering the following time periods: a) sixty (60) months before the date of this Authorization; and b) up through the latter of: (i) sixty (60) months after the date of this Authorization; or (ii) six months after the effective date that your participation in the Program ends.

**By initialing below, I accept and agree as follows:**

- A. I acknowledge that it is necessary for a release of my Information by and between the Parties so that the Parties can determine whether I would benefit from the Program, determine the level of benefits for which I may be eligible, administer the Program and study the overall effectiveness of the Program. I further understand that by authorizing the release my Information, I am not being assured of selection for, or continued enrollment in, the Program.
- B. The Parties have my express permission to release the Information for the purposes described in this Authorization.
- C. In consideration for processing my application and determining my eligibility in the Program, I release the Parties (including their directors, officers, affiliates, employees and authorized agents) from any and all liability whatsoever for, and forever discharge and waive any claim that arises in connection with, the release of the Information for the purposes described in this Authorization ("Waiver of Claims").

D. I may withdraw this Authorization and, thus, withdraw from participation in the Program, by making a written request to my CAA. I understand that if I withdraw this Authorization, the Parties will cease to further release Information about me upon the expiration of six months after the effective date my participation in the Program ends except as may be required by law. I also understand that my withdrawal of this Authorization does not affect my Waiver of Claims above related to a release of Information that occurs before the expiration of six months after the effective date that my participation in the Program ends.

---

**Initial of Applicant/Authorized Representative**

**DISCLAIMER**

The Program, including benefit amounts and eligibility requirements, may be changed from time-to-time, which changes in some cases may require the approval by the Kentucky Public Service Commission. Benefits will be paid only so long as funding is available and you remain eligible for the benefits. Participation in a Program during any Program Year does not make you eligible to participate in any Program during a subsequent Program Year, and you will be required to reapply, and your eligibility for benefits from any Program will be reassessed for each Program Year.

No part of any Program benefit will be refunded or paid to you in cash. If a final bill otherwise shows a credit balance, part or all of which is the result of the application of a Program benefit, a refund will be made of only that portion, if any, of the final credit balance that exceeds the total Program benefits applied during the current Program Year.

---

**Signature of Applicant/Authorized Representative      Date**

**Print name and relationship to Applicant of person signing above:**

---

**Printed Name**

---

**Relationship (POA, Spouse, Child, etc.)**

## **Agreement Between Utility and Community Action Kentucky, Inc.**

### **Exhibit D – Data Exchanges**

Utility and CAK shall exchange the following reports electronically using an agreed-upon data transfer method that would be expected to provide adequate security for such data.

**Request File** - CAK will provide Utility with a request file that will request a new eligible customer to be enrolled or notify the utility if a customer should be removed (e.g. no longer eligible).

- i. CASTiNET ServiceId (Unique identifier in CASTiNET)
- ii. Utility Account Number (Unique identifier for the Utility)
- iii. Name on Account (optional)
- iv. Program Type (This is critical for utilities that provide Baseload, All-electric and Donation Programs)
- v. Request Type
  - a. A(Enroll)
  - b. R(emove)

**Response File** - In response to receipt of CAK's request file, the Utility will transmit a response file containing if the request was successful and if not a reason.

- i. CASTiNET ServiceId (Unique identifier in CASTiNET)
- ii. Utility Account Number (Unique identifier for the Utility)
- iii. Name on Account (optional)
- iv. Program Type (This is critical for utilities that provide Baseload, All-electric and Donation Programs)
- v. Response Type
  - a. E(nrolled) in response to A(Enroll)
  - b. R(Rejected) in response to A(Enroll) or R(emove) – will require reason
  - c. M(removed) in response to R(emove)
- vi. Date
- vii. Reason

**Removal File** – The utility will notify CAK when a customer enrolled in the Program has been removed by the utility for reasons other than a removal request from CAK. This may be because the customer is no longer eligible (e.g. requested service to be discontinued, has been disconnected for non-payment or no longer meets eligibility criteria as defined in Exhibit B.

- i. Utility Account Number
- ii. Name on Account
- iii. Program Type (electric, base load, etc)
- iv. Reason
- v. Date



**Exhibit E to HEA Program Subcontract**  
***Compensation***

Pursuant to Section IV. COMPENSATION of the Home Energy Assistance (“HEA”) Program Subcontract between CAK and Subcontractor, Community Action Kentucky, Inc. (“CAK”) will pay Blue Grass Community Action Partnership, Inc. \_\_\_\_\_ (“Subcontractor”) the

Compensation, as follows:

**HEA – Subsidy/SLOT Style (non-donation) Program(s)**

All funding is subject to the availability of funding from Utility.  
All program operations, including SLOTS, administration fees, and reimbursement are subject to approval by the Utility and the Kentucky Public Service Commission. The Public Service Commission may change any program at its discretion.

Subcontractor will be reimbursed for up seven percent (7%) of the total Program funds expended. This will include:

**\$25 per SLOT maintained**

\* SLOT estimated breakout will be provided upon receipt of final Exhibit A from Utility and is subject to change.

\*\* Subcontractor shall take sufficient Applications to keep SLOTS filled in case a client is removed or withdraws (e.g., Subcontractor continues taking Applications so that there are more applicants than slots.).

**Method of Payment:** Subcontractor acknowledges that CAK will pay Subcontractor the Compensation due for the Program above based on the CASTiNET SLOTS Report. Subcontractor shall inform CAK of any discrepancies/omissions in the Report and work with CAK to resolve them.

**Reimbursement of Additional Administrative Funds**

\*Subject to prior approval

**Method of Payment:** Subcontractor shall submit invoices and supporting documentation for payment of the Compensation at such intervals and in such manner as prescribed by the CAK HEA Programs Manual/CASTiNET Manual, but in no event more frequently than on a monthly basis. CAK shall pay such invoices within 30 days after its receipt of same.

**HEA – Subsidy/SLOT Style (donation) Program(s)**

Subcontractor will be reimbursed on a per SLOT basis

**\$25 per SLOT maintained**

\* SLOT estimated breakout will be provided upon receipt of final Exhibit A from Utility and is subject to change.

\*\* Subcontractor shall take sufficient Applications to keep SLOTS filled in case a client is removed or withdraws (e.g., Subcontractor continues taking Applications so that there are more applicants than slots.).

**Method of Payment:** Subcontractor acknowledges that CAK will pay Subcontractor the Compensation due for the Program above based on the CASTiNET SLOTS Report. Subcontractor shall inform CAK of any discrepancies/omissions in the Report and work with CAK to resolve them.

Program is subject to Donation rules.

### **HEA – Crisis Style Program(s)**

Subcontractor will receive eight percent (8%) of the Program funds expended.

**Estimated funding breakout is attached to this Exhibit E.**

**Method of Payment:** Subcontractor acknowledges that CAK will pay Subcontractor the Compensation due for the Program above based on payments marked as paid and included on the CASTiNET Funds Remaining Report. Subcontractor must enter the return transmittals, enter payment amounts and mark the payments as paid in CASTiNET to receive payment. Subcontractor shall inform CAK of any discrepancies/omissions in the Report and work with the Utility and CAK to resolve them.

Periodically, this funding will be compared to the benefits applied at the Utility and adjustments to Admin may be made based on differences.

**Columbia Gas**

**Program Year 20/21**

Program Name: Columbia Gas Energy Assistance Program (EAP)  
 Slot/Subsidy Style Program

Max Per Slot Main	\$25	\$	30,225.00
Max Additional Admin (reiml)		\$	26,265.00
<b>Max Total Administration</b>		<b>\$</b>	<b>56,490.00</b>

\* Slots and Admin \$ are subject to change as described in the Contract and Exhibit E

			<b>Max Additional Admin</b>
	<b>Gas Only</b>	<b>Max \$ for Slot Maintenance</b>	<b>(reimbursement)</b>
<b>Bluegrass</b>	<b>211</b>	<b>\$5,275.00</b>	\$ 4,583.88
Jessamine	10	\$250.00	
Franklin	102	\$2,550.00	
Scott	54	\$1,350.00	
Woodford	45	\$1,125.00	
<b>CAC</b>	<b>702</b>	<b>\$17,550.00</b>	\$ 15,250.65
Bourbon	26	\$650.00	
Fayette	661	\$16,525.00	
Harrison	15	\$375.00	
Nicholas	0	\$0.00	
<b>Foothills</b>	<b>73</b>	<b>\$1,825.00</b>	\$ 1,585.89
Madison	5	\$125.00	
Clark	55	\$1,375.00	
Estill	13	\$325.00	
<b>Gateway</b>	<b>23</b>	<b>\$575.00</b>	\$ 499.67
Montgomery	23	\$575.00	
Bath	0	\$0.00	
<b>Licking Valley</b>	<b>24</b>	<b>\$600.00</b>	\$ 521.39
Bracken	1	\$25.00	
Lewis	1	\$25.00	
Mason	22	\$550.00	
Robertson	0	\$0.00	
<b>Northeast</b>	<b>156</b>	<b>\$3,900.00</b>	\$ 3,389.03
Boyd	86	\$2,150.00	
Greenup	61	\$1,525.00	
Lawrence	9	\$225.00	
Carter	0	\$0.00	
<b>Big Sandy</b>	<b>18</b>	<b>\$450.00</b>	\$ 391.04
Floyd	7	\$175.00	
Martin	6	\$150.00	
Pike	5	\$125.00	
Johnson	0	\$0.00	
<b>LKLP</b>	<b>2</b>	<b>\$50.00</b>	\$ 43.45

Knott	2	\$50.00
Letcher	0	\$0.00
<b>Grand Total</b>	<b>1209</b>	<b>\$30,225.00</b>

# HEASubABCDE\_Binder1v3 - Bluegrass

Final Audit Report

2020-10-14

Created:	2020-10-14
By:	Roger McCann (roger@capky.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjcaIQxxSqYxxlsf5O9ltGyoNvzdFIWr2

## "HEASubABCDE\_Binder1v3 - Bluegrass" History

-  Document created by Roger McCann (roger@capky.org)  
2020-10-14 - 2:33:24 PM GMT- IP address: 12.179.100.34
-  Document e-signed by Roger McCann (roger@capky.org)  
Signature Date: 2020-10-14 - 2:34:22 PM GMT - Time Source: server- IP address: 12.179.100.34
-  Document emailed to Troy Roberts (troy.roberts@bgcap.org) for signature  
2020-10-14 - 2:34:25 PM GMT
-  Email viewed by Troy Roberts (troy.roberts@bgcap.org)  
2020-10-14 - 3:03:15 PM GMT- IP address: 104.47.70.126
-  Document e-signed by Troy Roberts (troy.roberts@bgcap.org)  
Signature Date: 2020-10-14 - 3:06:28 PM GMT - Time Source: server- IP address: 12.25.101.194
-  Agreement completed.  
2020-10-14 - 3:06:28 PM GMT

Community Action Council for Lexington-  
Fayette, Bourbon, Harrison and Nicholas  
Counties

## HOME ENERGY ASSISTANCE PROGRAM SUBCONTRACT

THIS SUBCONTRACT (“Agreement”) is made and entered into as of the 15<sup>th</sup> day of October, 2020, by and between **Community Action Kentucky, Inc. (“CAK”)**, a nonprofit corporation organized and existing under the laws of the Commonwealth of Kentucky, and Community Action Council for Lexington-Fayette, Bourbon, Harrison and Nicholas Counties, Inc., a Non-Profit Corporation organized under the laws of the Commonwealth of Kentucky (“Subcontractor” or “Operating Organization”), (each a “*Party*” and collectively “*Parties*”).

WHEREAS, by Order dated May 4, 2020 (as it may be amended or superseded, the “Order”) by the Kentucky Public Service Commission (the “Commission”) in Case No. 2019-00366, In the Matter of: Electronic Investigation of Home Energy Assistance Programs Offered by Investor-Owned Utilities Pursuant to KRS 278.285(4), the Commission set forth certain parameters for low-income home energy assistance (“HEA”) programs to assist households with low income offered by jurisdictional utilities in Kentucky and determined that HEA programs should be administered by a single administering agency that provides back-office functions and subcontracts front-office functions to community level nonprofit organizations, and

WHEREAS, in the Order, the Commission requested that CAK serve as the single administering agency for all HEA programs under the Commission’s jurisdiction, and, on June 2, 2020, CAK accepted the Commission’s invitation;

WHEREAS, CAK and each utility subject to the Order, including the utility providing services to clients in Subcontractor’s service area (“Utility”), have entered into an agreement to implement the requirements set forth in the Order (the “Utility Contract”);

WHEREAS, CAK, itself and through arrangements with community-level, non-profit organizations such as the CAAs (collectively, “Operating Organizations”), of which Subcontractor is one, agreed to provide the services described in the Utility Contract to assist Utility in implementing Utility’s HEA programs (“Programs”) to eligible residential customers of the Utility; and

WHEREAS, CAK seeks to have Subcontractor or, as approved by CAK, its subcontractor, perform certain services for the Programs as further described in this Agreement and in and subject to the terms and conditions of the Utility Contract (collectively, the “Program Services”);

NOW, THEREFORE, in consideration of the mutual obligations of the Parties hereto, each of them does hereby covenant and agree as follows:

### I. DEFINITIONS

Capitalized terms shall have the meaning ascribed to them in the text of this Agreement including as defined in Exhibit B attached hereto and incorporated herein by reference under the heading “HEA Program Terminology”. (NOTE: Exhibit D is part of the Utility Contract and is attached to this Agreement for reference only.)

### II. TERM OF AGREEMENT

A. This Agreement shall commence on the Effective Date and terminate on

September 30, 2021; *provided, however*, this Agreement shall automatically continue for successive one-year terms beginning on October 1 of each successive year unless either Party terminates in accordance with the terms of this Agreement.

B. Either Party may terminate this Agreement without cause by giving the other Party notice of its intention to terminate this Agreement no fewer than ninety (90) days prior to the end of any Program Year. In such case, this Agreement will terminate at the end of such Program Year. As used in this Agreement, the term "Program Year" shall mean October 1 of one calendar year to September 30 of the following calendar year, and each of the Programs shall have the same Program Year. Notwithstanding the foregoing, the Parties recognize that the continuation of the Programs and of this Agreement are subject to orders of the Commission. Termination of this Agreement shall not relieve either Party of its obligation to continue to perform its duties under this Agreement applicable to the final Program Year, including without limitation, Subcontractor's submission of any data in the possession of Subcontractor as may be required by CAK to fulfill an audit by Utility, and compensation by CAK to Subcontractor pursuant to the terms of this Agreement for services performed in connection with the final Program Year.

### III. SCOPE OF WORK

#### A. RESPONSIBILITIES OF CAK

1. Before the start of the Program(s) and as soon as practicable after CAK receives all the information required from Utility as reflected on **Exhibit A** attached hereto and subject to any necessary approvals by the Commission, CAK shall notify Subcontractor of the following information:

- a. The names of the Programs that are subject to this Agreement;
- b. Sufficient information to set up the Program(s) in CASTiNET (including Type of Program, eligibility criteria, maximum benefits and program dates)
- c. Slots/Funding estimated to be available for Program(s) that are subject to this Agreement, as applicable.

2. CAK will notify Subcontractor throughout the Program Year of any material changes to information about the Program(s) reflected on Exhibit A as applicable Subcontractor's operation of the Program(s). For example, a change in SLOTS or funding may be necessary between Subcontractors if insufficient SLOTS or funding is utilized. CAK reserves the right to reallocate SLOTS/funding, subject to approval by the Commission and/or Utility as applicable.

3. CAK will provide training and technical assistance as needed, including training on how to use CASTiNET to assist in operating the Programs and reporting on such operations.

4. CAK shall pay Subcontractor for Program Services in the manner described in Section IV. COMPENSATION and in the amounts set forth on **Exhibit E** ("Compensation") subject to approval of the Commission as may be applicable.

#### B. RESPONSIBILITIES OF SUBCONTRACTOR



1. Subcontractor shall render the following Program Services to CAK:
  - a. Subcontractor shall operate the HEA Programs (as may be amended or replaced from time-to-time and subject to any necessary approvals of the Commission) in accordance with Exhibit B, including the Application Process, the Program-specific rules, as well as any operating instructions provided by CAK regarding Programs;
    - i. Ensure applicants are properly screened and, before providing assistance under a Program, are eligible for the applicable assistance;
    - ii. Ensure all Program applications, transmittals, payments, payment amounts are entered into CASTiNET;
    - iii. As applicable to the Program, carry out Vendor notifications accurately and timely (for example, submitting transmittals for crisis style programs)
  - b. Carry out activities related to processing Program applications as necessary to ensure the full utilization of Program benefits. For example: SLOTS for SLOT-Subsidy programs; funds for crisis style programs. Program performance is evaluated by the appropriate filing of SLOTS and/or dispersal of funds.
  - c. Comply with all applicable elements of KRS 278.287 regarding Donation Programs;
  - d. Comply with other instructions from CAK applicable to the Programs as may be issued from time to time.
2. Subcontractor shall set up the HEA Program(s) in CASTiNET in compliance with the CASTiNET Admin Manual.
3. Subcontractor shall ensure that all its staff and subcontractors who are or may be involved in any aspect of HEA Program operations are aware of HEA Program Operations and requirements. To the extent Subcontractor desires to arrange for its own subcontractor to perform any of Subcontractor's responsibilities under this Agreement, Subcontractor shall, upon prior approval from CAK, incorporate the terms of this Agreement into a written agreement with such subcontractor causing such subcontractor to be subject to all the terms contained in this Agreement.
4. Subcontractor shall cooperate with CAK and Utility in the development of an outreach and marketing strategy for the Programs for which Subcontractor is responsible hereunder and shall implement and execute on such outreach and/or marketing strategy as applicable.
5. Subcontractor shall obtain from all Program applicants a written Authorization to Release Information and Waiver of Claims ("Authorization") in a form substantially similar to the applicable form on **Exhibit C** to this Agreement giving permission to Utility, CAK and Subcontractor to exchange information regarding an applicant/participant/customer as necessary for the administration of the Programs, and waiving any claims against Utility, CAK and Subcontractor in connection with the exchange of information and administration of the Programs.
6. Subcontractor acknowledges that Programs, including SLOTS, funding, benefit

amounts and eligibility requirements, may be modified at the discretion of the Commission and/or Utility.

7. Subcontractor shall provide documentation as requested for CAK to meet its obligation for monitoring, auditing and reporting the Programs pursuant to the Utility Contracts.

8. Subcontractor agrees to maintain, during the term of this Agreement and for four years following its termination, complete and accurate records with regard to operation of the Programs including but not limited to client files and all Subcontractor's expenses and invoices in carrying out the Programs and other obligations under this Agreement. CAK shall have the right, at any reasonable time, to inspect and audit the records maintained by Subcontractor in its ordinary course of business for to the HEA Program(s) the current Program Year and the four preceding Program Years at CAK's sole cost either through CAK's own authorized representatives or through any public accounting firm selected by CAK. Subcontractor agrees to provide CAK with all information within Subcontractor's possession that is pertinent to Program operations.

#### **IV. COMPENSATION**

A. CAK shall compensate Subcontractor for Program Services as set forth on **Exhibit E** for the applicable Program ("Compensation").

B. Subcontractor agrees that Compensation due to Subcontractor is dependent upon Subcontractor's accurate entry of Program data into CASTiNET and other documentation as applicable to the Program and the Compensation Method set forth on Exhibit E.

C. Subcontractor is responsible for managing its resources and expenditures for all obligations set forth in this Agreement and CAK's payment to Subcontractor herein shall not exceed the Compensation set forth on Exhibit E and, if applicable, approved by the Commission. Any change to Compensation after the Effective Date of this Agreement must be documented by an addendum to Exhibit E that is signed by the Parties and, if applicable, approved by the Commission.

#### **V. REGULATORY APPROVALS**

Approval by the Commission of this Agreement and the details of the Programs is required. As a result, the Parties' rights and obligations under this Agreement, and the effectiveness of this Agreement, are expressly contingent upon obtaining and maintaining such approval. The date on which the Commission approves this Agreement will be the "**Effective Date.**" To the extent that there may be, or later arise, a conflict between this Agreement and any requirement or order of the Commission, the Commission's requirement or order shall be controlling. Subcontractor agrees to cooperate with CAK and Utility in obtaining and maintaining all necessary Commission approvals for the Programs.

#### **VI. DEFAULT AND REMEDIES**

A. Each of the following events or occurrences shall constitute an "Event of Default" under

this Agreement:

1. A Parties' insolvency or declaration of bankruptcy;
2. A failure by a Party to comply with any substantive obligation attributed to it pursuant to this Agreement;
3. Disclosure or discovery that the covenants and representations made by CAK or Subcontractor requiring the fulfillment of any requirement covered under this Agreement or any other document submitted in support of this Agreement is, was, or shall be false or misleading in any material respect.

B. Notwithstanding any provisions in this Agreement to the contrary, no Event of Default shall be the basis of any claim or action unless and until the non-defaulting Party has provided the alleged defaulting party a written notice detailing the specific claimed Event(s) of Default, and the alleged defaulting party has not cured, or undertaken significant and continuing efforts to cure the alleged default within twenty (20) days of its receipt of such notice, provided that the alleged default is cured within sixty (60) days following such notice. In the absence of such cure or a legitimate dispute as to the existence of the alleged the default, the non-defaulting Party shall have the right, at its election, to suspend its performance under this Agreement until such cure is completed or the dispute is resolved, or to terminate this Agreement and pursue any other remedies available to it.

C. Neither Party shall be liable to the other for any incidental, indirect, special, punitive, or consequential damages.

## VII. FORCE MAJEURE

A. Notwithstanding any provision in this Agreement to the contrary, except for any obligation to pay money due for obligations incurred prior to the contract's termination, each Party will be excused from performance under this Agreement during the period and to the extent that such Party is unable to perform by reason of any cause beyond the control of that Party, including, but not limited to, fire, storm, drought, flood, earthquake, war, terrorism, insurrection, power failure, quarantine, fuel shortage, the application or enforcement of any law, government declaration of emergency, or the inability or delay of a Party to acquire, after the exercise of due diligence and commercially reasonable efforts under the circumstances, any necessary materials, supplies, permits, permissions and governmental actions (a "*Force Majeure Event*").

B. The Party asserting an excuse of performance due to the occurrence of Force Majeure Event shall give notice of same to the non-claiming Party, including a description of the Force Majeure Event, a good faith estimate of the anticipated duration of the Force Majeure Event and a description of the claiming Party's efforts, if any, to terminate the Force Majeure Event or to limit its effects on the claiming Party's performance of this Agreement.

## VIII. CONFIDENTIALITY

A. As used in this Agreement, “Confidential Information” means any information obtained or developed by the Parties about individual applicants and participants under the Program ( “Program Applicants”) and that is disclosed by one Party to the other Party, whether before or during the term of this Agreement, including but not limited to nonpublic, individually identifiable personal information where the privacy or security of such information is subject to a local, state or federal law governing the privacy or security of such information, and information that is derived from the Confidential Information (for example through testing, analysis, processing, nonpublic reporting).

B. Except as otherwise expressly permitted in writing by a Party’s authorized representative, each of the Parties agrees to protect and maintain as confidential all Confidential Information obtained from another party and shall not:

1. use such Confidential Information received from another Party for any purpose other than in connection with the implementation, operation, evaluation, and oversight of the Program;

2. disseminate or use Confidential Information for any purpose beyond the limited purpose in this Agreement;

3. disclose, reveal or otherwise provide access to Confidential Information to any person or entity other than a Party’s employees, directors, officers, agents and consultants who (i) have a need to know to further the purpose of this Agreement; (ii) have been advised of the information’s confidential status; and (iii) are subject to legally binding obligations of confidentiality as to such information no less restrictive than those contained in this Agreement; provided, however, that the Party who received it shall at all times be fully responsible to the Party who disclosed it for the compliance by such persons and entities with this Agreement; or

4. give, sell, or otherwise provide or make available Confidential Information to any other individual, firm, partnership, corporation, or agency not a party to this Agreement.

C. The Parties understand and agree that to the extent Confidential Information must be used or reflected in Utility’s billing or accounting systems for purposes of the Programs or Utility’s routine operations, Utility’s usual restrictions on dissemination and availability of customer information shall be sufficient for purposes of satisfying its obligations under this Agreement with respect to Confidential Information.

D. All anecdotal reports containing or using Confidential Information shall use fictitious names, addresses, employers, and other identifiers.

E. Nothing herein shall limit the use of Confidential Information as necessary to implement, document, evaluate, or monitor the Programs or to comply with any court or regulatory agency proceeding or filing to which they may be subject. To the extent Confidential Information is included in any such proceeding or filing, however, the Parties agree to make reasonable efforts to protect its confidentiality.

## **IX. INSURANCE**

A. Subcontractor shall procure and maintain, the following insurance coverage throughout the term of this Agreement:

1. Commercial general liability insurance covering claims of bodily injury, property damage and professional liability insurance and/or Errors and Omissions insurance in an amount not less than \$500,000 per claim or per occurrence.

2. The commercial general liability policy shall include CAK and its officers, directors, and employees as an additional named insureds and shall include a waiver of subrogation in favor of the additional insureds with respect to CAK's liability arising out of Subcontractor's operations.

3. The insurance required by this paragraph is in addition to and separate from any other obligations contained in the Agreement. If any of the policies indicated above are placed on a "claims-made" basis, such coverage shall be maintained for a period of not less than five years following the termination of this Agreement and Subcontractor shall have the right to recover a portion of the premiums as part of the Program Costs. The above-referenced limit requirements may be met by any combination of umbrella or excess and primary policies so long as the total limit of insurance requirement is met. The required coverages referred to herein shall in no way affect, nor are they intended as a limitation of, Subcontractor's liability with respect to its performance under this Agreement; notwithstanding the foregoing, Subcontractor shall not be liable to CAK for any claim or occurrence covered by insurance but for CAK's failure to provide timely notification of such claim or occurrence.

## **X. INDEMNIFICATION**

To the extent permitted by law, each Party shall indemnify, and save the other harmless from and against any liabilities, costs, and claims, including judgments rendered against, and fines and penalties imposed upon, such Party, with reasonable attorney's fees and all other costs of litigation (collectively, "*Claims*"), to the extent, and only to the extent, such Claims result from the gross negligence or willful misconduct of the indemnifying Party, its employees, agents, or subcontractors, in connection with the performance of this Agreement, and provided the claim for indemnification for Claims is asserted within the statute of limitations applicable to the Claims. Any indemnification of a Party shall to the same extent apply to such Party's directors, officers, employees, agents, and affiliated companies (including any joint ventures of which the indemnified Party or any of its affiliates are a member and the other members of such joint ventures), and the directors, officers, employees and agents thereof.

## **XI. GOVERNING LAW AND CONSTRUCTION OF SUBCONTRACT**

The Parties' rights and obligations under this Agreement and the validity and construction of the Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Kentucky without regard to any conflicts of laws or other doctrines that could result in the application of the law of another jurisdiction. This Agreement has been negotiated by both Parties, and it shall not be interpreted or construed for or against Subcontractor or CAK. The words "includes" or "including" shall be understood as though they were followed in each case by the words "without limitation."

## **XII. ENTIRE AGREEMENT**

This Agreement, its Exhibits, and any documents referred to herein are incorporated herein and are a part of this Agreement. This Agreement contains all the terms, conditions and promises applicable to the subject matter of this Agreement. No modification or waiver of this Agreement, or any provision thereof, shall be valid or binding unless it is in writing and executed by both of the Parties. No waiver by either Party of any default or breach of any term or provision of this Agreement shall be construed as a waiver of any succeeding default or breach of the same or another term or provision of the Agreement.

**XIII. NO OTHER BENEFICIARIES**

This Agreement is solely between CAK and Subcontractor, and nothing in this Agreement, or the Programs shall be construed as creating any rights or claims in any third party.

**XIV. MISCELLANEOUS**

All of the provisions of this Agreement which expressly extend beyond the expiration or termination of this Agreement, including insurance obligations, indemnification obligations, confidentiality obligations, and limitations of liability, shall survive expiration or termination of this Agreement and remain in full force and effect in accordance with the terms of such provisions. If any provision of the Agreement is held to be invalid, such invalidity shall not affect the remaining provisions of the Agreement. Headings are provided for the convenience of the Parties and shall not affect the interpretation of any provision of this Agreement. This Agreement may be executed in counterparts, which counterparts taken together shall constitute the executed Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above, but effective as provided herein.

Agreed to and Signed By:

  
BY: \_\_\_\_\_  
Roger McCann, Executive Director  
Community Action Kentucky

Oct 14, 2020  
\_\_\_\_\_  
Date

  
BY: \_\_\_\_\_  
Sharon Price, Executive Director

Oct 14, 2020  
\_\_\_\_\_  
Date

Community Action Council for Lexington-Fayette, Bourbon, Harrison and Nicholas Counties, Inc.

Utility: \_\_\_\_\_ Program Year: \_\_\_\_\_

**Exhibit A – Program Funding and Designation of Program(s) Utility will Offer**

**Utility Program Funding**

**Customer Charge on Residential Bills:**

Customer Charge per meter: \$ 0.30

Estimated Funding: \$ \_\_\_\_\_

**A description of current and future shareholder funding levels & other non-residential donations allocated to the HEA Program(s):** \_\_\_\_\_

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Utility: \_\_\_\_\_ Program Year: \_\_\_\_\_

**Programs Utility Will Offer**

**Please complete a copy of this form for each HEA Program that Utility will offer during the Program Year.**

**Program Name:** \_\_\_\_\_

**Program Type:** \_\_\_\_\_ *Options: Slot/Subsidy; Crisis*

**Utility Program Contacts:**

**Contact Information**

**Primary Name:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Invoices should be submitted to Name:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Reports should be submitted to the following email(s)** \_\_\_\_\_

**Eligibility:**

**Maximum allowable Income (Percentage of Poverty):** \_\_\_\_\_

**Crisis Situation (for Crisis Style):** \_\_\_\_\_

**Last Day to enroll client to receive the first month's benefit** \_\_\_\_\_

**Benefit Types & Dates:**

*Please list the benefit types (e.g. electric, natural gas, electric (non-heating),...) available for this component, the Benefit Amount the client can receive (e.g., \$x / month; up to \$x max; 1 time \$x benefit) and the months the program/benefit is available (e.g., 7 months – Jan Feb Mar April July Aug Sep; 4 months - Jan Feb Mar April; Start to End Date).*

*For example:*

- *Crisis style program for Electric benefits up to \$100 from Jan 1 to April 1*
- *Subsidy/slot style program for Electric and Natural Gas benefits (\$80 and \$50 respectively) for the months of Jan, Feb, Mar, April, July, Aug and Sept*

<b>Benefit Type</b>	<b>Benefit Amount</b>	<b>Timeframe (Benefit Months Or Application Period)</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



Utility: \_\_\_\_\_ Program Year: \_\_\_\_\_

**Preliminary Funding/Slots based on residential customers**

*(\*slots/funding can be adjusted as needed)*

**Total Funding:** \_\_\_\_\_ *(Available funding for this component)*

**Will funding for the Program fall under the "Voluntary energy cost assistance fund" as defined by KRS 278.287? YES / NO**

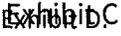
Region/County (if applicable)	Benefit Type	Slots/\$
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

## Exhibit B – HEA Program Operations and HEA Program Terminology

Agreement Between Utility and Community Action Kentucky, Inc.

### HEA Program Operations

**Note: The term “program” herein means HEA program unless the context otherwise requires a different meaning. See Exhibit B-1 for Common HEA Terminology.**

1. **Application Process (Applicable to all Programs)** – Any person who inquires shall be informed of the eligibility requirements and the rights and obligations of applicants in the program
  - a. **Application Period** - Each HEA program has its own application process. Please see program specific Application Period
  - b. **Screening, Eligibility Determination and Participant Identification.**
    - i. Operating Organizations shall take an initial screening application from all persons seeking to participate in the HEA programs and shall evaluate the information to make a preliminary determination whether applicant qualifies for the program. This includes:
      1. Ensure all required information has been provided by the applicant to determine if the household is eligible.
        - a. Determine that the household is responsible for home energy costs for an eligible energy type for the utility that they are applying for. If applicable, applicant will self-declare if the energy type is primary or secondary for heating.
        - b. The household does not exceed the income threshold for HEA program eligibility as defined in Exhibit A. The income threshold is based on the percentage of the federal poverty guidelines as of the start of the program year.
          - i. Income documentation and calculations will follow the LIHEAP program rules.
        - c. Meet other program specific eligibility requirements. See  program specific Eligibility Requirements
      2. Obtain release/waiver from the applicant in the form of  Alternate methods of collecting the release/waiver will be accepted to accommodate applicants as needed. 
    - ii. **Notify Utility of Eligible Clients**
      1. Prioritization criteria will be used to determine whether an eligible applicant will be submitted to the utility.
        - a. There will be no carryover or preference for past HEA program participants
        - b. Clients will be submitted to the Utility based on their prioritization using a predefined format (See program specific Utility Notification Requirements)
        - c. See program Specific Client Prioritization for additional criteria.
      - iii. Utility shall verify applications submitted to ensure the application meets the utility related eligibility requirements. This includes:

1. Determine that the applicant meets the following requirements:
    - a. Be an Active Residential Customer of Utility
    - b. Provide Utility with access for monthly meter readings;
    - c. Meet other program specific Utility Eligibility Requirements
  - iv. Utility shall notify Operating Organization with the disposition (e.g. did the client get enrolled, receive a benefit, etc.)
    1. See program specific Disposition Notification Requirements
  - v. Utility will apply the benefit(s) in the form of a credit to the customer's account in accordance with the following:
    1. Participant's benefits as defined in the program specific Program Benefits Section
    2. Utility will respond to general billing questions from Program participants, including inquiries regarding the details of the application of credits to their Utility bills pursuant to the Programs.
  - vi. Termination of Services
    1. See program specific Termination of Services
- c. Compliance, Monitoring and Reporting**
- i. Keep appropriate records. The program is subject to monitoring by CAK, Utility, Management Auditor, or designee. This includes:
    1. The implementation and ongoing operation of the program,
    2. The data collected and reported for the program
- 2. Specific Program Type Rules:** Utility will identify the type of program(s) that will be operated as part of Exhibit A. Below are the program specific rules (in addition to generic rules described in Item 2 above) that will apply depending on the program type.
- a. Subsidy/Slot Style Program Type:**
    - i. Overview:** Utility customers (households) apply for the program, and if they meet the eligibility criteria they are approved for placement on a waitlist. The households are ranked with a prioritization system. Households are then selected from the waitlist based on their priority ranking and submitted to the utility. The utility will evaluate the customer further and either accept the household for enrollment into a slot or reject them. Once accepted into a slot, the utility will credit the customer accounts with a pre-determined dollar amount, over a pre-determined period of time.
    - ii. Application Period:**
      1. Clients can apply for the program at any time during the program year (10/1 to 9/30 or until no more benefit months are available).
      2. Clients are encouraged to apply during the LIHEAP Subsidy application window, which allows clients to simultaneously apply for the LIHEAP and the HEA programs.
    - iii. Eligibility Requirements**
      1. No additional program specific requirements
    - iv. Prioritization Requirements**
      1. Applications will be prioritized by CASTINET based on the following criteria:

- a. \_\_\_\_\_
2. All clients that applied prior to the Initial Enrollment Date (as specified in Exhibit A) will be prioritized and considered for the initial enrollment batch submitted to the Utility.
3. After the Initial Enrollment, the waitlist will contain all approved applications that were not previously submitted
4. Applications with the highest priority will be submitted to the utility for enrollment as slots are available for the county/region/benefit type using the Utility Notification Requirements.
  - a. Slots may be moved by CAK after the initial enrollment to ensure maximum utilization of funds.
- v. Utility Notification Requirements**
  1. Utility will be notified via the request file in Exhibit D
- vi. Utility-Verified Eligibility Requirements**
  1. Utility will verify that the customer's account does not:
    - a. Have their service disconnected at the residence for which benefits will be credited
    - b. Reside in a multi-unit single meter building
  2. Utility will verify and notify CAK (via the Disposition Notification) of any discrepancies that prevent enrollment of the client.
- vii. Disposition Notification Requirements**
  1. Dispositions will be returned from the Utility via the response file described in Exhibit D
- viii. Program Benefits**
  1. Utility will apply the Benefit Amount based on the Benefit Type for each of the benefit timeframe (months) as specified in Exhibit A
  2. Participant's benefits under the Programs shall begin with the participant's first Utility billing cycle following the participant's admission to the Program, provided that such billing cycle falls within a Benefit month, unless otherwise specified.
- ix. Termination of Participation.**
  1. Utility will notify CAK if an enrolled client's service is discontinued, or the enrolled client no longer meets the eligibility requirements, via a removal file (see Exhibit D), and will remove the client from the program.
  2. CAK/Operating Organization will notify Utility to remove the client from the program via the request file (see Exhibit D) if they learn that an enrolled client is no longer eligible, or participant chooses to voluntarily withdraw from the program.
  3. If the benefit of participant in the Programs is terminated, credits to the participant's Utility account shall terminate the billing month following the date the participant is no longer eligible to participate in the Programs, unless otherwise specified.
  4. All clients will be removed at the end of the program.

- b. Crisis Style Program Type:** A Crisis style utility assistance program provides benefits to customers to resolve a crisis, usually related to a hardship that the customer has experienced. For example, a customer may require assistance to avoid a disconnect, needs help with a past due balance, or needs help to pay their bill as the result of a natural disaster, medical emergency, and/or other hardship.
- i. Application Period:**
    1. Clients can apply for the program during the Application Period specified in Exhibit A or until funds have been depleted. Client will have a 5 working day pending period to provide additional information.
      - a. Extensions to the 5 working day requirements may be granted if circumstances exist that are out of the client's control and would cause an undue burden to the client. Any extension shall be documented and equally accessible to all clients. Examples that would warrant an extension: natural disaster in the area; office closures that prevents the client from bringing in documentation;
  - ii. Eligibility Requirements**
    1. Client must be in a Crisis Situation as defined in Exhibit A.
    2. Must not be disconnected for nonpayment at the time of the application or work with the utility to be reconnected.
  - iii. Prioritization Requirements**
    1. Clients will be served on a first come first serve basis.
    2. To achieve maximum utilization of funds, operating agencies may move funds between counties in their service territory and CAK may move funds between operating agencies. Reasonable efforts shall be made to serve clients based on the original allocations to ensure equal access to services in all areas.
  - iv. Utility Notification Requirements**
    1. Operating Organizations will notify Utility using CASTINET Transmittals.
  - v. Utility-Verified Eligibility Requirements**
    1. Utility will verify that the customer's account does not:
      - a. Have their service disconnected at the residence for which benefits will be credited
    2. Utility will verify and notify Operating Agency (via the Disposition Notification) of any discrepancies that prevent applying the program benefit.
  - vi. Disposition Notification Requirements**
    1. Utility will return the transmittal with accounts that have credits applied or that have been rejected
    2. Operating Organization will update the disposition information in CASTINET.
  - vii. Program Benefits**
    1. Utility will apply the Benefit Amount based on the Benefit Type as specified in Exhibit A.

## **HEA Program Terminology**

(Note: These terms most often do not appear with an initial cap in Exhibit B or other program documents due to the frequency with which these terms are used; nevertheless, unless the context otherwise requires, these terms have the following meanings regardless of the case of the first letter.)

**Account Number-** the unique identifier associated with a utility account that associates it with a particular service or meter.

**Active Customer:** At the time of application, the client must have an account with the utility that is open and can accept the program benefits

**All-Electric-** a Household that uses only electricity for heating and cooling, i.e., the Household does not use propane or Natural Gas for either heating or cooling.

**Applicant-** a) an individual who applies for services on behalf of a Household or alternatively b) the Household who has applied for services. Applicant and Household may be used interchangeably unless the context otherwise requires.

**Approved / Approved Application -** an Applicant who is approved after having applied and being determined as *eligible* to participate in an HEA program. To be Approved does not mean that Applicant will receive a benefit. An Approved Applicant is eligible to either be placed into a SLOT when it becomes available or be provided another available benefit. (See definitions of Enrolled and Enrollment.)

**Base Load-** a Household that uses a fuel source other than electricity for heating. For example, the Household may have a furnace that uses Natural Gas or propane as the heat source.

**Client-** refers to an individual who seeks help with home energy needs from an Operating Organization.

**Customer-** refers to an individual who is a utility customer.

**Denial / Denied Application-** the process of denying an application because the Applicant is ineligible. For example, an Applicant may be above the income level allowed for the HEA program.

**Enrolled / Enrollee-** a status that indicates a Household's utility account has been assigned to a SLOT, pledge voucher or some other mechanism by which they will receive a benefit.

**Enrollment-** the process of placing Household into a position where they will receive a benefit, i.e., to be enrolled. An example would be an Applicant that has been placed into a SLOT after having been on a waitlist.

**Expired –** an Application that is not carried over from one program year to the next. Example: An application may be approved and placed onto a waitlist, but because no SLOT was available, the application "expires" and is purged from the waitlist prior to the new program year.

**Household-** a individual person or group of people who live together and share a utility service, energy source, water or sewer connection (i.e., utility account). The people in a Household may not necessarily be related.

**Individual-** a person who lives in a Household. This person may or may not be the Applicant.

**Initial Enrollment Date** – The Date is determined by taking the cutoff date provided by the utilities to ensure the first month's credit can be applied to the client's account and an adequate number of days prior to ensure timely file exchanges.

**Management Auditor** – a organization selected by the Commission to perform a management audit.

**Participant**- a Household who a) has been Enrolled and b) is receiving or has received a program benefit. A Household whose utility account has been assigned to a SLOT, pledge voucher or other benefit mechanism. Same as Enrolled or Enrollee.

**Pending Application**- an Application that has started, but has not been completed. This may occur if the Applicant has not provided adequate eligibility documentation, utility account information or similar. Applications will remain in Pending status until either Approved or the Pending Application Period has expired.

**Pending Application Period**- the time period that an Applicant's Application may remain in Pending status before being automatically denied. The default application period is 5 calendar days. An Applicant whose Application is automatically denied during the pending period may re-apply.

**Percent of Poverty**- Percent of Poverty (POP) refers to the U.S. Federal Poverty Guidelines published by the United States Department of Health and Human Services (HHS).

**Priority**- the ranking of Applicants based on a calculation. Applicants who are on a waitlist are selected for SLOTS based on their priority points.

**Removed**- a status that indicates a Household who was Enrolled has been unenrolled. This may occur when a Household closes an account or moves out of a service territory. Typically occurs because of a utility action.

**Recertification**- the process of a) retaining an Enrollee/Participant from one period to the next, b) automatically or semi-automatically re-enrolling a Participant based on prior participation in a program.

**Withdrawn**- A status that indicates a Household has opted to leave an HEA program. This is usually assumed to be voluntary. This may occur when a Household closes an account or moves out of a service territory.

**Waitlist**- A list of Households or utility accounts, who have applied and been determined to be eligible for a "SLOT". Applicants on a waitlist are prioritized. Applicants are selected and placed in a SLOT based on their Priority (see above definition).

**Rejected**- An applicant that was approved based on eligibility and submitted to a utility but was not accepted or rejected for enrollment into a benefit program. This may occur when an Applicant was placed onto a waitlist and then their account closed.

**Void / Voided Application**- The status of an Application. Typically, an Application is Void or Voided because it contains an error and is "voided" so that it can be replaced with another Application.

**Agreement Between Utility and Community Action Kentucky, Inc.**

**Exhibit C – Waiver/Release**

**AUTHORIZATION TO RELEASE INFORMATION AND WAIVER OF CLAIMS**  
**(“AUTHORIZATION”)**

**Purpose of this Authorization:** To be eligible for the \_\_\_\_\_ (“Program”), \_\_\_\_\_ (“Utility”), Community Action Kentucky, Inc. (“CAK”) and your Community Action Agency \_\_\_\_\_ (“CAA”) (collectively, the “Parties”) must share, exchange and use certain Information (defined below) about applicants and participants. We refer to the process of sharing, exchanging, and using Information as a “release” of Information. This release of Information may take place on paper or electronically. The purpose of this Authorization is to: a) get your permission for the Parties to release Information about you in connection with the Program; b) get your promise not to make a claim against the Parties arising from a release of Information; and c) ensure you understand that giving permission for the release of your Information does not guarantee your selection for or continued enrollment in the Program.

**Definition of Information:** For purposes of this Authorization, the term “**Information**” means information that includes all records about you and your ~~Natural Gas~~ ~~Natural Gas Service~~ account, including but not limited to your payment records, usage data, ~~Natural Gas Usage (AMI)~~ estimates, meter reading dates, service disconnection data, past due payments, billing due dates and amounts, pledges and partial payment agreements, information about your application and eligibility for available weatherization programs, existing third-party notification information, other benefits or subsidies you receive to cover your home heating costs, amounts of other assistance provided, any intake and benefit information from the Program, social security number, driver’s license number, age, date of birth, health information and information relating to disabilities (except for mental health or chemical dependency information from a health care provider), employment information, education level, criminal history, income and financial information and any information collected or generated by the IRS with regard to your tax liability.

**Authorization Time Periods:** If you sign this Authorization, the Parties may release your Information covering the following time periods: a) sixty (60) months before the date of this Authorization; and b) up through the latter of: (i) sixty (60) months after the date of this Authorization; or (ii) six months after the effective date that your participation in the Program ends.

**By initialing below, I accept and agree as follows:**

- A. I acknowledge that it is necessary for a release of my Information by and between the Parties so that the Parties can determine whether I would benefit from the Program, determine the level of benefits for which I may be eligible, administer the Program and study the overall effectiveness of the Program. I further understand that by authorizing the release my Information, I am not being assured of selection for, or continued enrollment in, the Program.
- B. The Parties have my express permission to release the Information for the purposes described in this Authorization.
- C. In consideration for processing my application and determining my eligibility in the Program, I release the Parties (including their directors, officers, affiliates, employees and authorized agents) from any and all liability whatsoever for, and forever discharge and waive any claim that arises in connection with, the release of the Information for the purposes described in this Authorization (“Waiver of Claims”).



D. I may withdraw this Authorization and, thus, withdraw from participation in the Program, by making a written request to my CAA. I understand that if I withdraw this Authorization, the Parties will cease to further release Information about me upon the expiration of six months after the effective date my participation in the Program ends except as may be required by law. I also understand that my withdrawal of this Authorization does not affect my Waiver of Claims above related to a release of Information that occurs before the expiration of six months after the effective date that my participation in the Program ends.

---

**Initial of Applicant/Authorized Representative**

**DISCLAIMER**

The Program, including benefit amounts and eligibility requirements, may be changed from time-to-time, which changes in some cases may require the approval by the Kentucky Public Service Commission. Benefits will be paid only so long as funding is available and you remain eligible for the benefits. Participation in a Program during any Program Year does not make you eligible to participate in any Program during a subsequent Program Year, and you will be required to reapply, and your eligibility for benefits from any Program will be reassessed for each Program Year.

No part of any Program benefit will be refunded or paid to you in cash. If a final bill otherwise shows a credit balance, part or all of which is the result of the application of a Program benefit, a refund will be made of only that portion, if any, of the final credit balance that exceeds the total Program benefits applied during the current Program Year.

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**Signature of Applicant/Authorized Representative      Date**

**Print name and relationship to Applicant of person signing above:**

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**Printed Name      Relationship (POA, Spouse, Child, etc.)**

## **Agreement Between Utility and Community Action Kentucky, Inc.**

### **Exhibit D – Data Exchanges**

Utility and CAK shall exchange the following reports electronically using an agreed-upon data transfer method that would be expected to provide adequate security for such data.

**Request File** - CAK will provide Utility with a request file that will request a new eligible customer to be enrolled or notify the utility if a customer should be removed (e.g. no longer eligible).

- i. CASTiNET ServiceId (Unique identifier in CASTiNET)
- ii. Utility Account Number (Unique identifier for the Utility)
- iii. Name on Account (optional)
- iv. Program Type (This is critical for utilities that provide Baseload, All-electric and Donation Programs)
- v. Request Type
  - a. A(Enroll)
  - b. R(remove)

**Response File** - In response to receipt of CAK's request file, the Utility will transmit a response file containing if the request was successful and if not a reason.

- i. CASTiNET ServiceId (Unique identifier in CASTiNET)
- ii. Utility Account Number (Unique identifier for the Utility)
- iii. Name on Account (optional)
- iv. Program Type (This is critical for utilities that provide Baseload, All-electric and Donation Programs)
- v. Response Type
  - a. E(nrolled) in response to A(Enroll)
  - b. R(Rejected) in response to A(Enroll) or R(remove) – will require reason
  - c. M(removed) in response to R(remove)
- vi. Date
- vii. Reason

**Removal File** – The utility will notify CAK when a customer enrolled in the Program has been removed by the utility for reasons other than a removal request from CAK. This may be because the customer is no longer eligible (e.g. requested service to be discontinued, has been disconnected for non-payment or no longer meets eligibility criteria as defined in Exhibit B.

- i. Utility Account Number
- ii. Name on Account
- iii. Program Type (electric, base load, etc)
- iv. Reason
- v. Date

**Exhibit E to HEA Program Subcontract**  
***Compensation***

Pursuant to Section IV. COMPENSATION of the Home Energy Assistance (“HEA”) Program Subcontract between CAK and Subcontractor, Community Action Kentucky, Inc. (“CAK”) will pay Community Action Council for Lexington-Fayette, Bourbon, Harrison and Nicholas Counties, Inc. (“Subcontractor”) the Compensation, as follows:

**HEA – Subsidy/SLOT Style (non-donation) Program(s)**

All funding is subject to the availability of funding from Utility.  
All program operations, including SLOTS, administration fees, and reimbursement are subject to approval by the Utility and the Kentucky Public Service Commission. The Public Service Commission may change any program at its discretion.

Subcontractor will be reimbursed for up seven percent (7%) of the total Program funds expended. This will include:

**\$25 per SLOT maintained**

\* SLOT estimated breakout will be provided upon receipt of final Exhibit A from Utility and is subject to change.

\*\* Subcontractor shall take sufficient Applications to keep SLOTS filled in case a client is removed or withdraws (e.g., Subcontractor continues taking Applications so that there are more applicants than slots.).

**Method of Payment:** Subcontractor acknowledges that CAK will pay Subcontractor the Compensation due for the Program above based on the CASTINET SLOTS Report. Subcontractor shall inform CAK of any discrepancies/omissions in the Report and work with CAK to resolve them.

**Reimbursement of Additional Administrative Funds**

\*Subject to prior approval

**Method of Payment:** Subcontractor shall submit invoices and supporting documentation for payment of the Compensation at such intervals and in such manner as prescribed by the CAK HEA Programs Manual/CASTINET Manual, but in no event more frequently than on a monthly basis. CAK shall pay such invoices within 30 days after its receipt of same.

**HEA – Subsidy/SLOT Style (donation) Program(s)**

Subcontractor will be reimbursed on a per SLOT basis

**\$25 per SLOT maintained**

\* SLOT estimated breakout will be provided upon receipt of final Exhibit A from Utility and is subject to change.

\*\* Subcontractor shall take sufficient Applications to keep SLOTS filled in case a client is removed or withdraws (e.g., Subcontractor continues taking Applications so that there are more applicants than slots.).

**Method of Payment:** Subcontractor acknowledges that CAK will pay Subcontractor the Compensation due for the Program above based on the CASTINET SLOTS Report. Subcontractor shall inform CAK of any discrepancies/omissions in the Report and work with CAK to resolve them.

Program is subject to Donation rules.

### **HEA – Crisis Style Program(s)**

Subcontractor will receive eight percent (8%) of the Program funds expended.

**Estimated funding breakout is attached to this Exhibit E.**

**Method of Payment:** Subcontractor acknowledges that CAK will pay Subcontractor the Compensation due for the Program above based on payments marked as paid and included on the CASTiNET Funds Remaining Report. Subcontractor must enter the return transmittals, enter payment amounts and mark the payments as paid in CASTiNET to receive payment. Subcontractor shall inform CAK of any discrepancies/omissions in the Report and work with the Utility and CAK to resolve them.

Periodically, this funding will be compared to the benefits applied at the Utility and adjustments to Admin may be made based on differences.

**Columbia Gas**

**Program Year 20/21**

Program Name: Columbia Gas Energy Assistance Program (EAP)

Slot/Subsidy Style Program

Max Per Slot Main	\$25	\$	30,225.00
Max Additional Admin (reim)		\$	26,265.00
<b>Max Total Administration</b>		<b>\$</b>	<b>56,490.00</b>

\* Slots and Admin \$ are subject to change as described in the Contract and Exhibit E

		<b>Gas Only Max \$ for Slot Maintenance</b>	<b>Max Additional Admin (reimbursement)</b>
<b>Bluegrass</b>	<b>211</b>	<b>\$5,275.00</b>	\$ 4,583.88
Jessamine	10	\$250.00	
Franklin	102	\$2,550.00	
Scott	54	\$1,350.00	
Woodford	45	\$1,125.00	
<b>CAC</b>	<b>702</b>	<b>\$17,550.00</b>	\$ 15,250.65
Bourbon	26	\$650.00	
Fayette	661	\$16,525.00	
Harrison	15	\$375.00	
Nicholas	0	\$0.00	
<b>Foothills</b>	<b>73</b>	<b>\$1,825.00</b>	\$ 1,585.89
Madison	5	\$125.00	
Clark	55	\$1,375.00	
Estill	13	\$325.00	
<b>Gateway</b>	<b>23</b>	<b>\$575.00</b>	\$ 499.67
Montgomery	23	\$575.00	
Bath	0	\$0.00	
<b>Licking Valley</b>	<b>24</b>	<b>\$600.00</b>	\$ 521.39
Bracken	1	\$25.00	
Lewis	1	\$25.00	
Mason	22	\$550.00	
Robertson	0	\$0.00	
<b>Northeast</b>	<b>156</b>	<b>\$3,900.00</b>	\$ 3,389.03
Boyd	86	\$2,150.00	
Greenup	61	\$1,525.00	
Lawrence	9	\$225.00	
Carter	0	\$0.00	
<b>Big Sandy</b>	<b>18</b>	<b>\$450.00</b>	\$ 391.04
Floyd	7	\$175.00	
Martin	6	\$150.00	
Pike	5	\$125.00	
Johnson	0	\$0.00	
<b>LKLP</b>	<b>2</b>	<b>\$50.00</b>	\$ 43.45

Knott	2	\$50.00
Letcher	0	\$0.00
<b>Grand Total</b>	<b>1209</b>	<b>\$30,225.00</b>

# HEASubABCDE\_Binder1v3 - CAC Lexington

Final Audit Report

2020-10-14

Created:	2020-10-14
By:	Roger McCann (roger@capky.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA14F5KGXr-Akgpdj697Vjcj1_YqYDEo1x

## "HEASubABCDE\_Binder1v3 - CAC Lexington" History

-  Document created by Roger McCann (roger@capky.org)  
2020-10-14 - 2:35:46 PM GMT - IP address: 12.179.100.34
-  Document e-signed by Roger McCann (roger@capky.org)  
Signature Date: 2020-10-14 - 2:36:14 PM GMT - Time Source: server- IP address: 12.179.100.34
-  Document emailed to SPrice (sharon.price@commaction.org) for signature  
2020-10-14 - 2:36:17 PM GMT
-  Email viewed by SPrice (sharon.price@commaction.org)  
2020-10-14 - 7:41:32 PM GMT - IP address: 104.47.56.254
-  Document e-signed by SPrice (sharon.price@commaction.org)  
Signature Date: 2020-10-14 - 7:57:35 PM GMT - Time Source: server- IP address: 96.11.53.2
-  Agreement completed.  
2020-10-14 - 7:57:35 PM GMT

Kentucky River Foothills Development  
Council



## HOME ENERGY ASSISTANCE PROGRAM SUBCONTRACT

THIS SUBCONTRACT ("Agreement") is made and entered into as of the 15<sup>th</sup> day of October, 2020, by and between **Community Action Kentucky, Inc.** ("CAK"), a nonprofit corporation organized and existing under the laws of the Commonwealth of Kentucky, and Kentucky River Foothills Development Council, Inc, a Non-Profit Corporation organized under the laws of the Commonwealth of Kentucky ("Subcontractor" or "Operating Organization"), (each a "**Party**" and collectively "**Parties**").

WHEREAS, by Order dated May 4, 2020 (as it may be amended or superseded, the "Order") by the Kentucky Public Service Commission (the "Commission") in Case No. 2019-00366, In the Matter of: Electronic Investigation of Home Energy Assistance Programs Offered by Investor-Owned Utilities Pursuant to KRS 278.285(4), the Commission set forth certain parameters for low-income home energy assistance ("HEA") programs to assist households with low income offered by jurisdictional utilities in Kentucky and determined that HEA programs should be administered by a single administering agency that provides back-office functions and subcontracts front-office functions to community level nonprofit organizations, and

WHEREAS, in the Order, the Commission requested that CAK serve as the single administering agency for all HEA programs under the Commission's jurisdiction, and, on June 2, 2020, CAK accepted the Commission's invitation;

WHEREAS, CAK and each utility subject to the Order, including the utility providing services to clients in Subcontractor's service area ("Utility"), have entered into an agreement to implement the requirements set forth in the Order (the "Utility Contract");

WHEREAS, CAK, itself and through arrangements with community-level, non-profit organizations such as the CAAs (collectively, "Operating Organizations"), of which Subcontractor is one, agreed to provide the services described in the Utility Contract to assist Utility in implementing Utility's HEA programs ("Programs") to eligible residential customers of the Utility; and

WHEREAS, CAK seeks to have Subcontractor or, as approved by CAK, its subcontractor, perform certain services for the Programs as further described in this Agreement and in and subject to the terms and conditions of the Utility Contract (collectively, the "Program Services");

NOW, THEREFORE, in consideration of the mutual obligations of the Parties hereto, each of them does hereby covenant and agree as follows:

### I. DEFINITIONS

Capitalized terms shall have the meaning ascribed to them in the text of this Agreement including as defined in Exhibit B attached hereto and incorporated herein by reference under the heading "HEA Program Terminology". (NOTE: Exhibit D is part of the Utility Contract and is attached to this Agreement for reference only.)

### II. TERM OF AGREEMENT

A. This Agreement shall commence on the Effective Date and terminate on

September 30, 2021; *provided, however*, this Agreement shall automatically continue for successive one-year terms beginning on October 1 of each successive year unless either Party terminates in accordance with the terms of this Agreement.

B. Either Party may terminate this Agreement without cause by giving the other Party notice of its intention to terminate this Agreement no fewer than ninety (90) days prior to the end of any Program Year. In such case, this Agreement will terminate at the end of such Program Year. As used in this Agreement, the term "Program Year" shall mean October 1 of one calendar year to September 30 of the following calendar year, and each of the Programs shall have the same Program Year. Notwithstanding the foregoing, the Parties recognize that the continuation of the Programs and of this Agreement are subject to orders of the Commission. Termination of this Agreement shall not relieve either Party of its obligation to continue to perform its duties under this Agreement applicable to the final Program Year, including without limitation, Subcontractor's submission of any data in the possession of Subcontractor as may be required by CAK to fulfill an audit by Utility, and compensation by CAK to Subcontractor pursuant to the terms of this Agreement for services performed in connection with the final Program Year.

### III. SCOPE OF WORK

#### A. RESPONSIBILITIES OF CAK

1. Before the start of the Program(s) and as soon as practicable after CAK receives all the information required from Utility as reflected on **Exhibit A** attached hereto and subject to any necessary approvals by the Commission, CAK shall notify Subcontractor of the following information:

- a. The names of the Programs that are subject to this Agreement;
- b. Sufficient information to set up the Program(s) in CASTiNET (including Type of Program, eligibility criteria, maximum benefits and program dates)
- c. Slots/Funding estimated to be available for Program(s) that are subject to this Agreement, as applicable.

2. CAK will notify Subcontractor throughout the Program Year of any material changes to information about the Program(s) reflected on Exhibit A as applicable Subcontractor's operation of the Program(s). For example, a change in SLOTS or funding may be necessary between Subcontractors if insufficient SLOTS or funding is utilized. CAK reserves the right to reallocate SLOTS/funding, subject to approval by the Commission and/or Utility as applicable.

3. CAK will provide training and technical assistance as needed, including training on how to use CASTiNET to assist in operating the Programs and reporting on such operations.

4. CAK shall pay Subcontractor for Program Services in the manner described in Section IV. COMPENSATION and in the amounts set forth on **Exhibit E** ("Compensation") subject to approval of the Commission as may be applicable.

#### B. RESPONSIBILITIES OF SUBCONTRACTOR

1. Subcontractor shall render the following Program Services to CAK:
  - a. Subcontractor shall operate the HEA Programs (as may be amended or replaced from time-to-time and subject to any necessary approvals of the Commission) in accordance with Exhibit B, including the Application Process, the Program-specific rules, as well as any operating instructions provided by CAK regarding Programs;
    - i. Ensure applicants are properly screened and, before providing assistance under a Program, are eligible for the applicable assistance;
    - ii. Ensure all Program applications, transmittals, payments, payment amounts are entered into CASTiNET;
    - iii. As applicable to the Program, carry out Vendor notifications accurately and timely (for example, submitting transmittals for crisis style programs)
  - b. Carry out activities related to processing Program applications as necessary to ensure the full utilization of Program benefits. For example: SLOTS for SLOT-Subsidy programs; funds for crisis style programs. Program performance is evaluated by the appropriate filing of SLOTS and/or dispersal of funds.
  - c. Comply with all applicable elements of KRS 278.287 regarding Donation Programs;
  - d. Comply with other instructions from CAK applicable to the Programs as may be issued from time to time.
2. Subcontractor shall set up the HEA Program(s) in CASTiNET in compliance with the CASTiNET Admin Manual.
3. Subcontractor shall ensure that all its staff and subcontractors who are or may be involved in any aspect of HEA Program operations are aware of HEA Program Operations and requirements. To the extent Subcontractor desires to arrange for its own subcontractor to perform any of Subcontractor's responsibilities under this Agreement, Subcontractor shall, upon prior approval from CAK, incorporate the terms of this Agreement into a written agreement with such subcontractor causing such subcontractor to be subject to all the terms contained in this Agreement.
4. Subcontractor shall cooperate with CAK and Utility in the development of an outreach and marketing strategy for the Programs for which Subcontractor is responsible hereunder and shall implement and execute on such outreach and/or marketing strategy as applicable.
5. Subcontractor shall obtain from all Program applicants a written Authorization to Release Information and Waiver of Claims ("Authorization") in a form substantially similar to the applicable form on **Exhibit C** to this Agreement giving permission to Utility, CAK and Subcontractor to exchange information regarding an applicant/participant/customer as necessary for the administration of the Programs, and waiving any claims against Utility, CAK and Subcontractor in connection with the exchange of information and administration of the Programs.
6. Subcontractor acknowledges that Programs, including SLOTS, funding, benefit

amounts and eligibility requirements, may be modified at the discretion of the Commission and/or Utility.

7. Subcontractor shall provide documentation as requested for CAK to meet its obligation for monitoring, auditing and reporting the Programs pursuant to the Utility Contracts.

8. Subcontractor agrees to maintain, during the term of this Agreement and for four years following its termination, complete and accurate records with regard to operation of the Programs including but not limited to client files and all Subcontractor's expenses and invoices in carrying out the Programs and other obligations under this Agreement. CAK shall have the right, at any reasonable time, to inspect and audit the records maintained by Subcontractor in its ordinary course of business for to the HEA Program(s) the current Program Year and the four preceding Program Years at CAK's sole cost either through CAK's own authorized representatives or through any public accounting firm selected by CAK. Subcontractor agrees to provide CAK with all information within Subcontractor's possession that is pertinent to Program operations.

#### **IV. COMPENSATION**

A. CAK shall compensate Subcontractor for Program Services as set forth on **Exhibit E** for the applicable Program ("Compensation").

B. Subcontractor agrees that Compensation due to Subcontractor is dependent upon Subcontractor's accurate entry of Program data into CASTINET and other documentation as applicable to the Program and the Compensation Method set forth on Exhibit E.

C. Subcontractor is responsible for managing its resources and expenditures for all obligations set forth in this Agreement and CAK's payment to Subcontractor herein shall not exceed the Compensation set forth on Exhibit E and, if applicable, approved by the Commission. Any change to Compensation after the Effective Date of this Agreement must be documented by an addendum to Exhibit E that is signed by the Parties and, if applicable, approved by the Commission.

#### **V. REGULATORY APPROVALS**

Approval by the Commission of this Agreement and the details of the Programs is required. As a result, the Parties' rights and obligations under this Agreement, and the effectiveness of this Agreement, are expressly contingent upon obtaining and maintaining such approval. The date on which the Commission approves this Agreement will be the "**Effective Date.**" To the extent that there may be, or later arise, a conflict between this Agreement and any requirement or order of the Commission, the Commission's requirement or order shall be controlling. Subcontractor agrees to cooperate with CAK and Utility in obtaining and maintaining all necessary Commission approvals for the Programs.

#### **VI. DEFAULT AND REMEDIES**

A. Each of the following events or occurrences shall constitute an "Event of Default" under

this Agreement:

1. A Parties' insolvency or declaration of bankruptcy;
2. A failure by a Party to comply with any substantive obligation attributed to it pursuant to this Agreement;
3. Disclosure or discovery that the covenants and representations made by CAK or Subcontractor requiring the fulfillment of any requirement covered under this Agreement or any other document submitted in support of this Agreement is, was, or shall be false or misleading in any material respect.

B. Notwithstanding any provisions in this Agreement to the contrary, no Event of Default shall be the basis of any claim or action unless and until the non-defaulting Party has provided the alleged defaulting party a written notice detailing the specific claimed Event(s) of Default, and the alleged defaulting party has not cured, or undertaken significant and continuing efforts to cure the alleged default within twenty (20) days of its receipt of such notice, provided that the alleged default is cured within sixty (60) days following such notice. In the absence of such cure or a legitimate dispute as to the existence of the alleged the default, the non-defaulting Party shall have the right, at its election, to suspend its performance under this Agreement until such cure is completed or the dispute is resolved, or to terminate this Agreement and pursue any other remedies available to it.

C. Neither Party shall be liable to the other for any incidental, indirect, special, punitive, or consequential damages.

## **VII. FORCE MAJEURE**

A. Notwithstanding any provision in this Agreement to the contrary, except for any obligation to pay money due for obligations incurred prior to the contract's termination, each Party will be excused from performance under this Agreement during the period and to the extent that such Party is unable to perform by reason of any cause beyond the control of that Party, including, but not limited to, fire, storm, drought, flood, earthquake, war, terrorism, insurrection, power failure, quarantine, fuel shortage, the application or enforcement of any law, government declaration of emergency, or the inability or delay of a Party to acquire, after the exercise of due diligence and commercially reasonable efforts under the circumstances, any necessary materials, supplies, permits, permissions and governmental actions (a "*Force Majeure Event*").

B. The Party asserting an excuse of performance due to the occurrence of Force Majeure Event shall give notice of same to the non-claiming Party, including a description of the Force Majeure Event, a good faith estimate of the anticipated duration of the Force Majeure Event and a description of the claiming Party's efforts, if any, to terminate the Force Majeure Event or to limit its effects on the claiming Party's performance of this Agreement.

## **VIII. CONFIDENTIALITY**

A. As used in this Agreement, “Confidential Information” means any information obtained or developed by the Parties about individual applicants and participants under the Program ( “Program Applicants”) and that is disclosed by one Party to the other Party, whether before or during the term of this Agreement, including but not limited to nonpublic, individually identifiable personal information where the privacy or security of such information is subject to a local, state or federal law governing the privacy or security of such information, and information that is derived from the Confidential Information (for example through testing, analysis, processing, nonpublic reporting).

B. Except as otherwise expressly permitted in writing by a Party’s authorized representative, each of the Parties agrees to protect and maintain as confidential all Confidential Information obtained from another party and shall not:

1. use such Confidential Information received from another Party for any purpose other than in connection with the implementation, operation, evaluation, and oversight of the Program;
2. disseminate or use Confidential Information for any purpose beyond the limited purpose in this Agreement;
3. disclose, reveal or otherwise provide access to Confidential Information to any person or entity other than a Party’s employees, directors, officers, agents and consultants who (i) have a need to know to further the purpose of this Agreement; (ii) have been advised of the information’s confidential status; and (iii) are subject to legally binding obligations of confidentiality as to such information no less restrictive than those contained in this Agreement; provided, however, that the Party who received it shall at all times be fully responsible to the Party who disclosed it for the compliance by such persons and entities with this Agreement; or
4. give, sell, or otherwise provide or make available Confidential Information to any other individual, firm, partnership, corporation, or agency not a party to this Agreement.

C. The Parties understand and agree that to the extent Confidential Information must be used or reflected in Utility’s billing or accounting systems for purposes of the Programs or Utility’s routine operations, Utility’s usual restrictions on dissemination and availability of customer information shall be sufficient for purposes of satisfying its obligations under this Agreement with respect to Confidential Information.

D. All anecdotal reports containing or using Confidential Information shall use fictitious names, addresses, employers, and other identifiers.

E. Nothing herein shall limit the use of Confidential Information as necessary to implement, document, evaluate, or monitor the Programs or to comply with any court or regulatory agency proceeding or filing to which they may be subject. To the extent Confidential Information is included in any such proceeding or filing, however, the Parties agree to make reasonable efforts to protect its confidentiality.

## **IX. INSURANCE**

A. Subcontractor shall procure and maintain, the following insurance coverage throughout the term of this Agreement:

1. Commercial general liability insurance covering claims of bodily injury, property damage and professional liability insurance and/or Errors and Omissions insurance in an amount not less than \$500,000 per claim or per occurrence.

2. The commercial general liability policy shall include CAK and its officers, directors, and employees as an additional named insureds and shall include a waiver of subrogation in favor of the additional insureds with respect to CAK's liability arising out of Subcontractor's operations.

3. The insurance required by this paragraph is in addition to and separate from any other obligations contained in the Agreement. If any of the policies indicated above are placed on a "claims-made" basis, such coverage shall be maintained for a period of not less than five years following the termination of this Agreement and Subcontractor shall have the right to recover a portion of the premiums as part of the Program Costs. The above-referenced limit requirements may be met by any combination of umbrella or excess and primary policies so long as the total limit of insurance requirement is met. The required coverages referred to herein shall in no way affect, nor are they intended as a limitation of, Subcontractor's liability with respect to its performance under this Agreement; notwithstanding the foregoing, Subcontractor shall not be liable to CAK for any claim or occurrence covered by insurance but for CAK's failure to provide timely notification of such claim or occurrence.

## **X. INDEMNIFICATION**

To the extent permitted by law, each Party shall indemnify, and save the other harmless from and against any liabilities, costs, and claims, including judgments rendered against, and fines and penalties imposed upon, such Party, with reasonable attorney's fees and all other costs of litigation (collectively, "*Claims*"), to the extent, and only to the extent, such Claims result from the gross negligence or willful misconduct of the indemnifying Party, its employees, agents, or subcontractors, in connection with the performance of this Agreement, and provided the claim for indemnification for Claims is asserted within the statute of limitations applicable to the Claims. Any indemnification of a Party shall to the same extent apply to such Party's directors, officers, employees, agents, and affiliated companies (including any joint ventures of which the indemnified Party or any of its affiliates are a member and the other members of such joint ventures), and the directors, officers, employees and agents thereof.

## **XI. GOVERNING LAW AND CONSTRUCTION OF SUBCONTRACT**

The Parties' rights and obligations under this Agreement and the validity and construction of the Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Kentucky without regard to any conflicts of laws or other doctrines that could result in the application of the law of another jurisdiction. This Agreement has been negotiated by both Parties, and it shall not be interpreted or construed for or against Subcontractor or CAK. The words "includes" or "including" shall be understood as though they were followed in each case by the words "without limitation."

## **XII. ENTIRE AGREEMENT**

This Agreement, its Exhibits, and any documents referred to herein are incorporated herein and are a part of this Agreement. This Agreement contains all the terms, conditions and promises applicable to the subject matter of this Agreement. No modification or waiver of this Agreement, or any provision thereof, shall be valid or binding unless it is in writing and executed by both of the Parties. No waiver by either Party of any default or breach of any term or provision of this Agreement shall be construed as a waiver of any succeeding default or breach of the same or another term or provision of the Agreement.

**XIII. NO OTHER BENEFICIARIES**

This Agreement is solely between CAK and Subcontractor, and nothing in this Agreement, or the Programs shall be construed as creating any rights or claims in any third party.

**XIV. MISCELLANEOUS**

All of the provisions of this Agreement which expressly extend beyond the expiration or termination of this Agreement, including insurance obligations, indemnification obligations, confidentiality obligations, and limitations of liability, shall survive expiration or termination of this Agreement and remain in full force and effect in accordance with the terms of such provisions. If any provision of the Agreement is held to be invalid, such invalidity shall not affect the remaining provisions of the Agreement. Headings are provided for the convenience of the Parties and shall not affect the interpretation of any provision of this Agreement. This Agreement may be executed in counterparts, which counterparts taken together shall constitute the executed Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above, but effective as provided herein.

Agreed to and Signed By:

  
BY: Roger McCann (Oct 14, 2020 10:37 EDT)  
Roger McCann, Executive Director  
Community Action Kentucky

Oct 14, 2020  
Date

  
BY: Brian Mullins (Oct 14, 2020 11:15 EDT)  
Brian Mullins, Executive Director  
Kentucky River Foothills Development Council, Inc

Oct 14, 2020  
Date



Utility: \_\_\_\_\_ Program Year: \_\_\_\_\_

## Exhibit A – Program Funding and Designation of Program(s) Utility will Offer

### Utility Program Funding

**Customer Charge on Residential Bills:**

Customer Charge per meter: \$ 0.30

Estimated Funding: \$ \_\_\_\_\_

**A description of current and future shareholder funding levels & other non-residential donations allocated to the HEA Program(s):** \_\_\_\_\_

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Utility: \_\_\_\_\_ Program Year: \_\_\_\_\_

**Programs Utility Will Offer**

**Please complete a copy of this form for each HEA Program that Utility will offer during the Program Year.**

**Program Name:** \_\_\_\_\_

**Program Type:** \_\_\_\_\_ *Options: Slot/Subsidy; Crisis*

**Utility Program Contacts:**

**Contact Information**

**Primary Name:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Invoices should be submitted to Name:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Reports should be submitted to the following email(s)** \_\_\_\_\_

**Eligibility:**

**Maximum allowable Income (Percentage of Poverty):** \_\_\_\_\_

**Crisis Situation (for Crisis Style):** \_\_\_\_\_

**Last Day to enroll client to receive the first month's benefit** \_\_\_\_\_

**Benefit Types & Dates:**

*Please list the benefit types (e.g. electric, natural gas, electric (non-heating),...) available for this component, the Benefit Amount the client can receive (e.g., \$x / month; up to \$x max; 1 time \$x benefit) and the months the program/benefit is available (e.g., 7 months – Jan Feb Mar April July Aug Sep; 4 months - Jan Feb Mar April; Start to End Date).*

*For example:*

- *Crisis style program for Electric benefits up to \$100 from Jan 1 to April 1*
- *Subsidy/slot style program for Electric and Natural Gas benefits (\$80 and \$50 respectively) for the months of Jan, Feb, Mar, April, July, Aug and Sept*

<b>Benefit Type</b>	<b>Benefit Amount</b>	<b>Timeframe (Benefit Months Or Application Period)</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Utility: \_\_\_\_\_ Program Year: \_\_\_\_\_

**Preliminary Funding/Slots based on residential customers**

*(\*slots/funding can be adjusted as needed)*

**Total Funding:** \_\_\_\_\_ *(Available funding for this component)*

**Will funding for the Program fall under the "Voluntary energy cost assistance fund" as defined by KRS 278.287? YES / NO**

Region/County (if applicable)	Benefit Type	Slots/\$
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

## Exhibit B – HEA Program Operations and HEA Program Terminology

Agreement Between Utility and Community Action Kentucky, Inc.

### HEA Program Operations

**Note: The term “program” herein means HEA program unless the context otherwise requires a different meaning. See Exhibit B-1 for Common HEA Terminology.**

1. **Application Process (Applicable to all Programs)** – Any person who inquires shall be informed of the eligibility requirements and the rights and obligations of applicants in the program
  - a. **Application Period** - Each HEA program has its own application process. Please see program specific Application Period
  - b. **Screening, Eligibility Determination and Participant Identification.**
    - i. Operating Organizations shall take an initial screening application from all persons seeking to participate in the HEA programs and shall evaluate the information to make a preliminary determination whether applicant qualifies for the program. This includes:
      1. Ensure all required information has been provided by the applicant to determine if the household is eligible.
        - a. Determine that the household is responsible for home energy costs for an eligible energy type for the utility that they are applying for. If applicable, applicant will self-declare if the energy type is primary or secondary for heating.
        - b. The household does not exceed the income threshold for HEA program eligibility as defined in Exhibit A. The income threshold is based on the percentage of the federal poverty guidelines as of the start of the program year.
          - i. Income documentation and calculations will follow the LIHEAP program rules.
        - c. Meet other program specific eligibility requirements. See  program specific Eligibility Requirements
      2. Obtain release/waiver from the applicant in the form of  Exhibit C  Alternat methods of collecting the release/waiver will be accepted to accommodate applicants as needed. 
    - ii. Notify Utility of Eligible Clients
      1. Prioritization criteria will be used to determine whether an eligible applicant will be submitted to the utility.
        - a. There will be no carryover or preference for past HEA program participants
        - b. Clients will be submitted to the Utility based on their prioritization using a predefined format (See program specific Utility Notification Requirements)
        - c. See program Specific Client Prioritization for additional criteria.
    - iii. Utility shall verify applications submitted to ensure the application meets the utility related eligibility requirements. This includes:

1. Determine that the applicant meets the following requirements:
    - a. Be an Active Residential Customer of Utility
    - b. Provide Utility with access for monthly meter readings;
    - c. Meet other program specific Utility Eligibility Requirements
  - iv. Utility shall notify Operating Organization with the disposition (e.g. did the client get enrolled, receive a benefit, etc.)
    1. See program specific Disposition Notification Requirements
  - v. Utility will apply the benefit(s) in the form of a credit to the customer's account in accordance with the following:
    1. Participant's benefits as defined in the program specific Program Benefits Section
    2. Utility will respond to general billing questions from Program participants, including inquiries regarding the details of the application of credits to their Utility bills pursuant to the Programs.
  - vi. Termination of Services
    1. See program specific Termination of Services
- c. Compliance, Monitoring and Reporting**
- i. Keep appropriate records. The program is subject to monitoring by CAK, Utility, Management Auditor, or designee. This includes:
    1. The implementation and ongoing operation of the program,
    2. The data collected and reported for the program
- 2. Specific Program Type Rules:** Utility will identify the type of program(s) that will be operated as part of Exhibit A. Below are the program specific rules (in addition to generic rules described in Item 2 above) that will apply depending on the program type.
- a. **Subsidy/Slot Style Program Type:**
    - i. **Overview:** Utility customers (households) apply for the program, and if they meet the eligibility criteria they are approved for placement on a waitlist. The households are ranked with a prioritization system. Households are then selected from the waitlist based on their priority ranking and submitted to the utility. The utility will evaluate the customer further and either accept the household for enrollment into a slot or reject them. Once accepted into a slot, the utility will credit the customer accounts with a pre-determined dollar amount, over a pre-determined period of time.
    - ii. **Application Period:**
      1. Clients can apply for the program at any time during the program year (10/1 to 9/30 or until no more benefit months are available).
      2. Clients are encouraged to apply during the LIHEAP Subsidy application window, which allows clients to simultaneously apply for the LIHEAP and the HEA programs.
    - iii. **Eligibility Requirements**
      1. No additional program specific requirements
    - iv. **Prioritization Requirements**
      1. Applications will be prioritized by CASTiNET based on the following criteria:

- a. \_\_\_\_\_
2. All clients that applied prior to the Initial Enrollment Date (as specified in Exhibit A) will be prioritized and considered for the initial enrollment batch submitted to the Utility.
3. After the Initial Enrollment, the waitlist will contain all approved applications that were not previously submitted
4. Applications with the highest priority will be submitted to the utility for enrollment as slots are available for the county/region/benefit type using the Utility Notification Requirements.
  - a. Slots may be moved by CAK after the initial enrollment to ensure maximum utilization of funds.
- v. Utility Notification Requirements**
  1. Utility will be notified via the request file in Exhibit D
- vi. Utility-Verified Eligibility Requirements**
  1. Utility will verify that the customer's account does not:
    - a. Have their service disconnected at the residence for which benefits will be credited
    - b. Reside in a multi-unit single meter building
  2. Utility will verify and notify CAK (via the Disposition Notification) of any discrepancies that prevent enrollment of the client.
- vii. Disposition Notification Requirements**
  1. Dispositions will be returned from the Utility via the response file described in Exhibit D
- viii. Program Benefits**
  1. Utility will apply the Benefit Amount based on the Benefit Type for each of the benefit timeframe (months) as specified in Exhibit A
  2. Participant's benefits under the Programs shall begin with the participant's first Utility billing cycle following the participant's admission to the Program, provided that such billing cycle falls within a Benefit month, unless otherwise specified.
- ix. Termination of Participation.**
  1. Utility will notify CAK if an enrolled client's service is discontinued, or the enrolled client no longer meets the eligibility requirements, via a removal file (see Exhibit D), and will remove the client from the program.
  2. CAK/Operating Organization will notify Utility to remove the client from the program via the request file (see Exhibit D) if they learn that an enrolled client is no longer eligible, or participant chooses to voluntarily withdraw from the program.
  3. If the benefit of participant in the Programs is terminated, credits to the participant's Utility account shall terminate the billing month following the date the participant is no longer eligible to participate in the Programs, unless otherwise specified.
  4. All clients will be removed at the end of the program.

- b. Crisis Style Program Type:** A Crisis style utility assistance program provides benefits to customers to resolve a crisis, usually related to a hardship that the customer has experienced. For example, a customer may require assistance to avoid a disconnect, needs help with a past due balance, or needs help to pay their bill as the result of a natural disaster, medical emergency, and/or other hardship.
- i. Application Period:**
    1. Clients can apply for the program during the Application Period specified in Exhibit A or until funds have been depleted. Client will have a 5 working day pending period to provide additional information.
      - a. Extensions to the 5 working day requirements may be granted if circumstances exist that are out of the client's control and would cause an undue burden to the client. Any extension shall be documented and equally accessible to all clients. Examples that would warrant an extension: natural disaster in the area; office closures that prevents the client from bringing in documentation;
  - ii. Eligibility Requirements**
    1. Client must be in a Crisis Situation as defined in Exhibit A.
    2. Must not be disconnected for nonpayment at the time of the application or work with the utility to be reconnected.
  - iii. Prioritization Requirements**
    1. Clients will be served on a first come first serve basis.
    2. To achieve maximum utilization of funds, operating agencies may move funds between counties in their service territory and CAK may move funds between operating agencies. Reasonable efforts shall be made to serve clients based on the original allocations to ensure equal access to services in all areas.
  - iv. Utility Notification Requirements**
    1. Operating Organizations will notify Utility using CASTINET Transmittals.
  - v. Utility-Verified Eligibility Requirements**
    1. Utility will verify that the customer's account does not:
      - a. Have their service disconnected at the residence for which benefits will be credited
    2. Utility will verify and notify Operating Agency (via the Disposition Notification) of any discrepancies that prevent applying the program benefit.
  - vi. Disposition Notification Requirements**
    1. Utility will return the transmittal with accounts that have credits applied or that have been rejected
    2. Operating Organization will update the disposition information in CASTINET.
  - vii. Program Benefits**
    1. Utility will apply the Benefit Amount based on the Benefit Type as specified in Exhibit A.

## **HEA Program Terminology**

(Note: These terms most often do not appear with an initial cap in Exhibit B or other program documents due to the frequency with which these terms are used; nevertheless, unless the context otherwise requires, these terms have the following meanings regardless of the case of the first letter.)

**Account Number-** the unique identifier associated with a utility account that associates it with a particular service or meter.

**Active Customer:** At the time of application, the client must have an account with the utility that is open and can accept the program benefits

**All-Electric-** a Household that uses only electricity for heating and cooling, i.e., the Household does not use propane or Natural Gas for either heating or cooling.

**Applicant-** a) an individual who applies for services on behalf of a Household or alternatively b) the Household who has applied for services. Applicant and Household may be used interchangeably unless the context otherwise requires.

**Approved / Approved Application -** an Applicant who is approved after having applied and being determined as *eligible* to participate in an HEA program. To be Approved does not mean that Applicant will receive a benefit. An Approved Applicant is eligible to either be placed into a SLOT when it becomes available or be provided another available benefit. (See definitions of Enrolled and Enrollment.)

**Base Load-** a Household that uses a fuel source other than electricity for heating. For example, the Household may have a furnace that uses Natural Gas or propane as the heat source.

**Client-** refers to an individual who seeks help with home energy needs from an Operating Organization.

**Customer-** refers to an individual who is a utility customer.

**Denial / Denied Application-** the process of denying an application because the Applicant is ineligible. For example, an Applicant may be above the income level allowed for the HEA program.

**Enrolled / Enrollee-** a status that indicates a Household's utility account has been assigned to a SLOT, pledge voucher or some other mechanism by which they will receive a benefit.

**Enrollment-** the process of placing Household into a position where they will receive a benefit, i.e., to be enrolled. An example would be an Applicant that has been placed into a SLOT after having been on a waitlist.

**Expired –** an Application that is not carried over from one program year to the next. Example: An application may be approved and placed onto a waitlist, but because no SLOT was available, the application "expires" and is purged from the waitlist prior to the new program year.

**Household-** a individual person or group of people who live together and share a utility service, energy source, water or sewer connection (i.e., utility account). The people in a Household may not necessarily be related.

**Individual-** a person who lives in a Household. This person may or may not be the Applicant.



**Initial Enrollment Date** – The Date is determined by taking the cutoff date provided by the utilities to ensure the first month's credit can be applied to the client's account and an adequate number of days prior to ensure timely file exchanges.

**Management Auditor** – a organization selected by the Commission to perform a management audit.

**Participant**- a Household who a) has been Enrolled and b) is receiving or has received a program benefit. A Household whose utility account has been assigned to a SLOT, pledge voucher or other benefit mechanism. Same as Enrolled or Enrollee.

**Pending Application**- an Application that has started, but has not been completed. This may occur if the Applicant has not provided adequate eligibility documentation, utility account information or similar. Applications will remain in Pending status until either Approved or the Pending Application Period has expired.

**Pending Application Period**- the time period that an Applicant's Application may remain in Pending status before being automatically denied. The default application period is 5 calendar days. An Applicant whose Application is automatically denied during the pending period may re-apply.

**Percent of Poverty**- Percent of Poverty (POP) refers to the U.S. Federal Poverty Guidelines published by the United States Department of Health and Human Services (HHS).

**Priority**- the ranking of Applicants based on a calculation. Applicants who are on a waitlist are selected for SLOTS based on their priority points.

**Removed**- a status that indicates a Household who was Enrolled has been unenrolled. This may occur when a Household closes an account or moves out of a service territory. Typically occurs because of a utility action.

**Recertification**- the process of a) retaining an Enrollee/Participant from one period to the next, b) automatically or semi-automatically re-enrolling a Participant based on prior participation in a program.

**Withdrawn**- A status that indicates a Household has opted to leave an HEA program. This is usually assumed to be voluntary. This may occur when a Household closes an account or moves out of a service territory.

**Waitlist**- A list of Households or utility accounts, who have applied and been determined to be eligible for a "SLOT". Applicants on a waitlist are prioritized. Applicants are selected and placed in a SLOT based on their Priority (see above definition).

**Rejected**- An applicant that was approved based on eligibility and submitted to a utility but was not accepted or rejected for enrollment into a benefit program. This may occur when an Applicant was placed onto a waitlist and then their account closed.

**Void / Voided Application**- The status of an Application. Typically, an Application is Void or Voided because it contains an error and is "voided" so that it can be replaced with another Application.

Agreement Between Utility and Community Action Kentucky, Inc.

Exhibit C – Waiver/Release

**AUTHORIZATION TO RELEASE INFORMATION AND WAIVER OF CLAIMS**  
**(“AUTHORIZATION”)**

**Purpose of this Authorization:** To be eligible for the \_\_\_\_\_ (“Program”), \_\_\_\_\_ (“Utility”), Community Action Kentucky, Inc. (“CAK”) and your Community Action Agency \_\_\_\_\_ (“CAA”) (collectively, the “Parties”) must share, exchange and use certain Information (defined below) about applicants and participants. We refer to the process of sharing, exchanging, and using Information as a “release” of Information. This release of Information may take place on paper or electronically. The purpose of this Authorization is to: a) get your permission for the Parties to release Information about you in connection with the Program; b) get your promise not to make a claim against the Parties arising from a release of Information; and c) ensure you understand that giving permission for the release of your Information does not guarantee your selection for or continued enrollment in the Program.

**Definition of Information:** For purposes of this Authorization, the term “**Information**” means information that includes all records about you and your ~~Natural Gas~~ ~~Electric Service~~ account, including but not limited to your payment records, usage data, ~~Natural Gas Usage (MID)~~ estimates, meter reading dates, service disconnection data, past due payments, billing due dates and amounts, pledges and partial payment agreements, information about your application and eligibility for available weatherization programs, existing third-party notification information, other benefits or subsidies you receive to cover your home heating costs, amounts of other assistance provided, any intake and benefit information from the Program, social security number, driver’s license number, age, date of birth, health information and information relating to disabilities (except for mental health or chemical dependency information from a health care provider), employment information, education level, criminal history, income and financial information and any information collected or generated by the IRS with regard to your tax liability.

**Authorization Time Periods:** If you sign this Authorization, the Parties may release your Information covering the following time periods: a) sixty (60) months before the date of this Authorization; and b) up through the latter of: (i) sixty (60) months after the date of this Authorization; or (ii) six months after the effective date that your participation in the Program ends.

**By initialing below, I accept and agree as follows:**

- A. I acknowledge that it is necessary for a release of my Information by and between the Parties so that the Parties can determine whether I would benefit from the Program, determine the level of benefits for which I may be eligible, administer the Program and study the overall effectiveness of the Program. I further understand that by authorizing the release my Information, I am not being assured of selection for, or continued enrollment in, the Program.
- B. The Parties have my express permission to release the Information for the purposes described in this Authorization.
- C. In consideration for processing my application and determining my eligibility in the Program, I release the Parties (including their directors, officers, affiliates, employees and authorized agents) from any and all liability whatsoever for, and forever discharge and waive any claim that arises in connection with, the release of the Information for the purposes described in this Authorization (“Waiver of Claims”).

D. I may withdraw this Authorization and, thus, withdraw from participation in the Program, by making a written request to my CAA. I understand that if I withdraw this Authorization, the Parties will cease to further release Information about me upon the expiration of six months after the effective date my participation in the Program ends except as may be required by law. I also understand that my withdrawal of this Authorization does not affect my Waiver of Claims above related to a release of Information that occurs before the expiration of six months after the effective date that my participation in the Program ends.

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**Initial of Applicant/Authorized Representative**

**DISCLAIMER**

The Program, including benefit amounts and eligibility requirements, may be changed from time-to-time, which changes in some cases may require the approval by the Kentucky Public Service Commission. Benefits will be paid only so long as funding is available and you remain eligible for the benefits. Participation in a Program during any Program Year does not make you eligible to participate in any Program during a subsequent Program Year, and you will be required to reapply, and your eligibility for benefits from any Program will be reassessed for each Program Year.

No part of any Program benefit will be refunded or paid to you in cash. If a final bill otherwise shows a credit balance, part or all of which is the result of the application of a Program benefit, a refund will be made of only that portion, if any, of the final credit balance that exceeds the total Program benefits applied during the current Program Year.

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**Signature of Applicant/Authorized Representative      Date**

**Print name and relationship to Applicant of person signing above:**

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**Printed Name**

---

**Relationship (POA, Spouse, Child, etc.)**

## **Agreement Between Utility and Community Action Kentucky, Inc.**

### **Exhibit D – Data Exchanges**

Utility and CAK shall exchange the following reports electronically using an agreed-upon data transfer method that would be expected to provide adequate security for such data.

**Request File** - CAK will provide Utility with a request file that will request a new eligible customer to be enrolled or notify the utility if a customer should be removed (e.g. no longer eligible).

- i. CASTiNET ServiceId (Unique identifier in CASTiNET)
- ii. Utility Account Number (Unique identifier for the Utility)
- iii. Name on Account (optional)
- iv. Program Type (This is critical for utilities that provide Baseload, All-electric and Donation Programs)
- v. Request Type
  - a. A(Enroll)
  - b. R(remove)

**Response File** - In response to receipt of CAK's request file, the Utility will transmit a response file containing if the request was successful and if not a reason.

- i. CASTiNET ServiceId (Unique identifier in CASTiNET)
- ii. Utility Account Number (Unique identifier for the Utility)
- iii. Name on Account (optional)
- iv. Program Type (This is critical for utilities that provide Baseload, All-electric and Donation Programs)
- v. Response Type
  - a. E(nrolled) in response to A(Enroll)
  - b. R(Rejected) in response to A(Enroll) or R(remove) – will require reason
  - c. M(removed) in response to R(remove)
- vi. Date
- vii. Reason

**Removal File** – The utility will notify CAK when a customer enrolled in the Program has been removed by the utility for reasons other than a removal request from CAK. This may be because the customer is no longer eligible (e.g. requested service to be discontinued, has been disconnected for non-payment or no longer meets eligibility criteria as defined in Exhibit B.

- i. Utility Account Number
- ii. Name on Account
- iii. Program Type (electric, base load, etc)
- iv. Reason
- v. Date

**Exhibit E to HEA Program Subcontract**  
***Compensation***

Pursuant to Section IV. COMPENSATION of the Home Energy Assistance (“HEA”) Program Subcontract between CAK and Subcontractor, Community Action Kentucky, Inc. (“CAK”) will pay Kentucky River Foothills Development Council, Inc \_\_\_\_\_ (“Subcontractor”) the Compensation, as follows:

**HEA – Subsidy/SLOT Style (non-donation) Program(s)**

All funding is subject to the availability of funding from Utility. All program operations, including SLOTS, administration fees, and reimbursement are subject to approval by the Utility and the Kentucky Public Service Commission. The Public Service Commission may change any program at its discretion.

Subcontractor will be reimbursed for up seven percent (7%) of the total Program funds expended. This will include:

**\$25 per SLOT maintained**

\* SLOT estimated breakout will be provided upon receipt of final Exhibit A from Utility and is subject to change.

\*\* Subcontractor shall take sufficient Applications to keep SLOTS filled in case a client is removed or withdraws (e.g., Subcontractor continues taking Applications so that there are more applicants than slots.).

**Method of Payment:** Subcontractor acknowledges that CAK will pay Subcontractor the Compensation due for the Program above based on the CASTiNET SLOTS Report. Subcontractor shall inform CAK of any discrepancies/omissions in the Report and work with CAK to resolve them.

**Reimbursement of Additional Administrative Funds**

\*Subject to prior approval

**Method of Payment:** Subcontractor shall submit invoices and supporting documentation for payment of the Compensation at such intervals and in such manner as prescribed by the CAK HEA Programs Manual/CASTiNET Manual, but in no event more frequently than on a monthly basis. CAK shall pay such invoices within 30 days after its receipt of same.

**HEA – Subsidy/SLOT Style (donation) Program(s)**

Subcontractor will be reimbursed on a per SLOT basis

**\$25 per SLOT maintained**

\* SLOT estimated breakout will be provided upon receipt of final Exhibit A from Utility and is subject to change.

\*\* Subcontractor shall take sufficient Applications to keep SLOTS filled in case a client is removed or withdraws (e.g., Subcontractor continues taking Applications so that there are more applicants than slots.).

**Method of Payment:** Subcontractor acknowledges that CAK will pay Subcontractor the Compensation due for the Program above based on the CASTiNET SLOTS Report. Subcontractor shall inform CAK of any discrepancies/omissions in the Report and work with CAK to resolve them.

Program is subject to Donation rules.

### **HEA – Crisis Style Program(s)**

Subcontractor will receive eight percent (8%) of the Program funds expended.

**Estimated funding breakout is attached to this Exhibit E.**

**Method of Payment:** Subcontractor acknowledges that CAK will pay Subcontractor the Compensation due for the Program above based on payments marked as paid and included on the CASTiNET Funds Remaining Report. Subcontractor must enter the return transmittals, enter payment amounts and mark the payments as paid in CASTiNET to receive payment. Subcontractor shall inform CAK of any discrepancies/omissions in the Report and work with the Utility and CAK to resolve them.

Periodically, this funding will be compared to the benefits applied at the Utility and adjustments to Admin may be made based on differences.

**Columbia Gas**

**Program Year 20/21**

Program Name: Columbia Gas Energy Assistance Program (EAP)

Slot/Subsidy Style Program

Max Per Slot Main	\$25	\$	30,225.00
Max Additional Admin (reiml)		\$	26,265.00
<b>Max Total Administration</b>		<b>\$</b>	<b>56,490.00</b>

\* Slots and Admin \$ are subject to change as described in the Contract and Exhibit F

		<b>Gas Only Max \$ for Slot Maintenance</b>	<b>Max Additional Admin (reimbursement)</b>
<b>Bluegrass</b>	<b>211</b>	<b>\$5,275.00</b>	\$ 4,583.88
Jessamine	10	\$250.00	
Franklin	102	\$2,550.00	
Scott	54	\$1,350.00	
Woodford	45	\$1,125.00	
<b>CAC</b>	<b>702</b>	<b>\$17,550.00</b>	\$ 15,250.65
Bourbon	26	\$650.00	
Fayette	661	\$16,525.00	
Harrison	15	\$375.00	
Nicholas	0	\$0.00	
<b>Foothills</b>	<b>73</b>	<b>\$1,825.00</b>	\$ 1,585.89
Madison	5	\$125.00	
Clark	55	\$1,375.00	
Estill	13	\$325.00	
<b>Gateway</b>	<b>23</b>	<b>\$575.00</b>	\$ 499.67
Montgomery	23	\$575.00	
Bath	0	\$0.00	
<b>Licking Valley</b>	<b>24</b>	<b>\$600.00</b>	\$ 521.39
Bracken	1	\$25.00	
Lewis	1	\$25.00	
Mason	22	\$550.00	
Robertson	0	\$0.00	
<b>Northeast</b>	<b>156</b>	<b>\$3,900.00</b>	\$ 3,389.03
Boyd	86	\$2,150.00	
Greenup	61	\$1,525.00	
Lawrence	9	\$225.00	
Carter	0	\$0.00	
<b>Big Sandy</b>	<b>18</b>	<b>\$450.00</b>	\$ 391.04
Floyd	7	\$175.00	
Martin	6	\$150.00	
Pike	5	\$125.00	
Johnson	0	\$0.00	
<b>LKLP</b>	<b>2</b>	<b>\$50.00</b>	\$ 43.45

Knott	2	\$50.00
Letcher	0	\$0.00
<b>Grand Total</b>	<b>1209</b>	<b>\$30,225.00</b>



# HEASubABCDE\_Binder1v3 - KYRiver

Final Audit Report

2020-10-14

Created:	2020-10-14
By:	Roger McCann (roger@capky.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFPTX0QcJmVWubPTBaRxxqurczcermXXp

## "HEASubABCDE\_Binder1v3 - KYRiver" History

-  Document created by Roger McCann (roger@capky.org)  
2020-10-14 - 2:37:24 PM GMT - IP address: 12.179.100.34
-  Document e-signed by Roger McCann (roger@capky.org)  
Signature Date: 2020-10-14 - 2:37:52 PM GMT - Time Source: server- IP address: 12.179.100.34
-  Document emailed to Brian Mullins (bmullins@foothillscap.org) for signature  
2020-10-14 - 2:37:55 PM GMT
-  Email viewed by Brian Mullins (bmullins@foothillscap.org)  
2020-10-14 - 2:39:02 PM GMT - IP address: 107.77.237.138
-  Document e-signed by Brian Mullins (bmullins@foothillscap.org)  
Signature Date: 2020-10-14 - 3:15:29 PM GMT - Time Source: server- IP address: 107.77.237.201
-  Agreement completed.  
2020-10-14 - 3:15:29 PM GMT

Gateway Community Action Agency

## HOME ENERGY ASSISTANCE PROGRAM SUBCONTRACT

THIS SUBCONTRACT (“Agreement”) is made and entered into as of the 14<sup>th</sup> day of October, 2020, by and between **Community Action Kentucky, Inc.** (“CAK”), a nonprofit corporation organized and existing under the laws of the Commonwealth of Kentucky, and Gateway Community Action, a Non-Profit Corporation organized under the laws of the Commonwealth of Kentucky (“Subcontractor” or “Operating Organization”), (each a “*Party*” and collectively “*Parties*”).

WHEREAS, by Order dated May 4, 2020 (as it may be amended or superseded, the “Order”) by the Kentucky Public Service Commission (the “Commission”) in Case No. 2019-00366, In the Matter of: Electronic Investigation of Home Energy Assistance Programs Offered by Investor-Owned Utilities Pursuant to KRS 278.285(4), the Commission set forth certain parameters for low-income home energy assistance (“HEA”) programs to assist households with low income offered by jurisdictional utilities in Kentucky and determined that HEA programs should be administered by a single administering agency that provides back-office functions and subcontracts front-office functions to community level nonprofit organizations, and

WHEREAS, in the Order, the Commission requested that CAK serve as the single administering agency for all HEA programs under the Commission’s jurisdiction, and, on June 2, 2020, CAK accepted the Commission’s invitation;

WHEREAS, CAK and each utility subject to the Order, including the utility providing services to clients in Subcontractor’s service area (“Utility”), have entered into an agreement to implement the requirements set forth in the Order (the “Utility Contract”);

WHEREAS, CAK, itself and through arrangements with community-level, non-profit organizations such as the CAAs (collectively, “Operating Organizations”), of which Subcontractor is one, agreed to provide the services described in the Utility Contract to assist Utility in implementing Utility’s HEA programs (“Programs”) to eligible residential customers of the Utility; and

WHEREAS, CAK seeks to have Subcontractor or, as approved by CAK, its subcontractor, perform certain services for the Programs as further described in this Agreement and in and subject to the terms and conditions of the Utility Contract (collectively, the “Program Services”);

NOW, THEREFORE, in consideration of the mutual obligations of the Parties hereto, each of them does hereby covenant and agree as follows:

### I. DEFINITIONS

Capitalized terms shall have the meaning ascribed to them in the text of this Agreement including as defined in Exhibit B attached hereto and incorporated herein by reference under the heading “HEA Program Terminology”. (NOTE: Exhibit D is part of the Utility Contract and is attached to this Agreement for reference only.)

### II. TERM OF AGREEMENT

A. This Agreement shall commence on the Effective Date and terminate on

September 30, 2021; *provided, however*, this Agreement shall automatically continue for successive one-year terms beginning on October 1 of each successive year unless either Party terminates in accordance with the terms of this Agreement.

B. Either Party may terminate this Agreement without cause by giving the other Party notice of its intention to terminate this Agreement no fewer than ninety (90) days prior to the end of any Program Year. In such case, this Agreement will terminate at the end of such Program Year. As used in this Agreement, the term "Program Year" shall mean October 1 of one calendar year to September 30 of the following calendar year, and each of the Programs shall have the same Program Year. Notwithstanding the foregoing, the Parties recognize that the continuation of the Programs and of this Agreement are subject to orders of the Commission. Termination of this Agreement shall not relieve either Party of its obligation to continue to perform its duties under this Agreement applicable to the final Program Year, including without limitation, Subcontractor's submission of any data in the possession of Subcontractor as may be required by CAK to fulfill an audit by Utility, and compensation by CAK to Subcontractor pursuant to the terms of this Agreement for services performed in connection with the final Program Year.

### III. SCOPE OF WORK

#### A. RESPONSIBILITIES OF CAK

1. Before the start of the Program(s) and as soon as practicable after CAK receives all the information required from Utility as reflected on **Exhibit A** attached hereto and subject to any necessary approvals by the Commission, CAK shall notify Subcontractor of the following information:

- a. The names of the Programs that are subject to this Agreement;
- b. Sufficient information to set up the Program(s) in CASTiNET (including Type of Program, eligibility criteria, maximum benefits and program dates)
- c. Slots/Funding estimated to be available for Program(s) that are subject to this Agreement, as applicable.

2. CAK will notify Subcontractor throughout the Program Year of any material changes to information about the Program(s) reflected on Exhibit A as applicable Subcontractor's operation of the Program(s). For example, a change in SLOTS or funding may be necessary between Subcontractors if insufficient SLOTS or funding is utilized. CAK reserves the right to reallocate SLOTS/funding, subject to approval by the Commission and/or Utility as applicable.

3. CAK will provide training and technical assistance as needed, including training on how to use CASTiNET to assist in operating the Programs and reporting on such operations.

4. CAK shall pay Subcontractor for Program Services in the manner described in Section IV. COMPENSATION and in the amounts set forth on **Exhibit E** ("Compensation") subject to approval of the Commission as may be applicable.

#### B. RESPONSIBILITIES OF SUBCONTRACTOR

1. Subcontractor shall render the following Program Services to CAK:
  - a. Subcontractor shall operate the HEA Programs (as may be amended or replaced from time-to-time and subject to any necessary approvals of the Commission) in accordance with Exhibit B, including the Application Process, the Program-specific rules, as well as any operating instructions provided by CAK regarding Programs;
    - i. Ensure applicants are properly screened and, before providing assistance under a Program, are eligible for the applicable assistance;
    - ii. Ensure all Program applications, transmittals, payments, payment amounts are entered into CASTiNET;
    - iii. As applicable to the Program, carry out Vendor notifications accurately and timely (for example, submitting transmittals for crisis style programs)
  - b. Carry out activities related to processing Program applications as necessary to ensure the full utilization of Program benefits. For example: SLOTS for SLOT-Subsidy programs; funds for crisis style programs. Program performance is evaluated by the appropriate filing of SLOTS and/or dispersal of funds.
  - c. Comply with all applicable elements of KRS 278.287 regarding Donation Programs;
  - d. Comply with other instructions from CAK applicable to the Programs as may be issued from time to time.
2. Subcontractor shall set up the HEA Program(s) in CASTiNET in compliance with the CASTiNET Admin Manual.
3. Subcontractor shall ensure that all its staff and subcontractors who are or may be involved in any aspect of HEA Program operations are aware of HEA Program Operations and requirements. To the extent Subcontractor desires to arrange for its own subcontractor to perform any of Subcontractor's responsibilities under this Agreement, Subcontractor shall, upon prior approval from CAK, incorporate the terms of this Agreement into a written agreement with such subcontractor causing such subcontractor to be subject to all the terms contained in this Agreement.
4. Subcontractor shall cooperate with CAK and Utility in the development of an outreach and marketing strategy for the Programs for which Subcontractor is responsible hereunder and shall implement and execute on such outreach and/or marketing strategy as applicable.
5. Subcontractor shall obtain from all Program applicants a written Authorization to Release Information and Waiver of Claims ("Authorization") in a form substantially similar to the applicable form on **Exhibit C** to this Agreement giving permission to Utility, CAK and Subcontractor to exchange information regarding an applicant/participant/customer as necessary for the administration of the Programs, and waiving any claims against Utility, CAK and Subcontractor in connection with the exchange of information and administration of the Programs.
6. Subcontractor acknowledges that Programs, including SLOTS, funding, benefit

amounts and eligibility requirements, may be modified at the discretion of the Commission and/or Utility.

7. Subcontractor shall provide documentation as requested for CAK to meet its obligation for monitoring, auditing and reporting the Programs pursuant to the Utility Contracts.

8. Subcontractor agrees to maintain, during the term of this Agreement and for four years following its termination, complete and accurate records with regard to operation of the Programs including but not limited to client files and all Subcontractor's expenses and invoices in carrying out the Programs and other obligations under this Agreement. CAK shall have the right, at any reasonable time, to inspect and audit the records maintained by Subcontractor in its ordinary course of business for to the HEA Program(s) the current Program Year and the four preceding Program Years at CAK's sole cost either through CAK's own authorized representatives or through any public accounting firm selected by CAK. Subcontractor agrees to provide CAK with all information within Subcontractor's possession that is pertinent to Program operations.

#### **IV. COMPENSATION**

A. CAK shall compensate Subcontractor for Program Services as set forth on **Exhibit E** for the applicable Program ("Compensation").

B. Subcontractor agrees that Compensation due to Subcontractor is dependent upon Subcontractor's accurate entry of Program data into CASTiNET and other documentation as applicable to the Program and the Compensation Method set forth on Exhibit E.

C. Subcontractor is responsible for managing its resources and expenditures for all obligations set forth in this Agreement and CAK's payment to Subcontractor herein shall not exceed the Compensation set forth on Exhibit E and, if applicable, approved by the Commission. Any change to Compensation after the Effective Date of this Agreement must be documented by an addendum to Exhibit E that is signed by the Parties and, if applicable, approved by the Commission.

#### **V. REGULATORY APPROVALS**

Approval by the Commission of this Agreement and the details of the Programs is required. As a result, the Parties' rights and obligations under this Agreement, and the effectiveness of this Agreement, are expressly contingent upon obtaining and maintaining such approval. The date on which the Commission approves this Agreement will be the "**Effective Date.**" To the extent that there may be, or later arise, a conflict between this Agreement and any requirement or order of the Commission, the Commission's requirement or order shall be controlling. Subcontractor agrees to cooperate with CAK and Utility in obtaining and maintaining all necessary Commission approvals for the Programs.

#### **VI. DEFAULT AND REMEDIES**

A. Each of the following events or occurrences shall constitute an "Event of Default" under

this Agreement:

1. A Parties' insolvency or declaration of bankruptcy;
2. A failure by a Party to comply with any substantive obligation attributed to it pursuant to this Agreement;
3. Disclosure or discovery that the covenants and representations made by CAK or Subcontractor requiring the fulfillment of any requirement covered under this Agreement or any other document submitted in support of this Agreement is, was, or shall be false or misleading in any material respect.

B. Notwithstanding any provisions in this Agreement to the contrary, no Event of Default shall be the basis of any claim or action unless and until the non-defaulting Party has provided the alleged defaulting party a written notice detailing the specific claimed Event(s) of Default, and the alleged defaulting party has not cured, or undertaken significant and continuing efforts to cure the alleged default within twenty (20) days of its receipt of such notice, provided that the alleged default is cured within sixty (60) days following such notice. In the absence of such cure or a legitimate dispute as to the existence of the alleged the default, the non-defaulting Party shall have the right, at its election, to suspend its performance under this Agreement until such cure is completed or the dispute is resolved, or to terminate this Agreement and pursue any other remedies available to it.

C. Neither Party shall be liable to the other for any incidental, indirect, special, punitive, or consequential damages.

## VII. FORCE MAJEURE

A. Notwithstanding any provision in this Agreement to the contrary, except for any obligation to pay money due for obligations incurred prior to the contract's termination, each Party will be excused from performance under this Agreement during the period and to the extent that such Party is unable to perform by reason of any cause beyond the control of that Party, including, but not limited to, fire, storm, drought, flood, earthquake, war, terrorism, insurrection, power failure, quarantine, fuel shortage, the application or enforcement of any law, government declaration of emergency, or the inability or delay of a Party to acquire, after the exercise of due diligence and commercially reasonable efforts under the circumstances, any necessary materials, supplies, permits, permissions and governmental actions (a "*Force Majeure Event*").

B. The Party asserting an excuse of performance due to the occurrence of Force Majeure Event shall give notice of same to the non-claiming Party, including a description of the Force Majeure Event, a good faith estimate of the anticipated duration of the Force Majeure Event and a description of the claiming Party's efforts, if any, to terminate the Force Majeure Event or to limit its effects on the claiming Party's performance of this Agreement.

## VIII. CONFIDENTIALITY

A. As used in this Agreement, “Confidential Information” means any information obtained or developed by the Parties about individual applicants and participants under the Program ( “Program Applicants”) and that is disclosed by one Party to the other Party, whether before or during the term of this Agreement, including but not limited to nonpublic, individually identifiable personal information where the privacy or security of such information is subject to a local, state or federal law governing the privacy or security of such information, and information that is derived from the Confidential Information (for example through testing, analysis, processing, nonpublic reporting).

B. Except as otherwise expressly permitted in writing by a Party’s authorized representative, each of the Parties agrees to protect and maintain as confidential all Confidential Information obtained from another party and shall not:

1. use such Confidential Information received from another Party for any purpose other than in connection with the implementation, operation, evaluation, and oversight of the Program;

2. disseminate or use Confidential Information for any purpose beyond the limited purpose in this Agreement;

3. disclose, reveal or otherwise provide access to Confidential Information to any person or entity other than a Party’s employees, directors, officers, agents and consultants who (i) have a need to know to further the purpose of this Agreement; (ii) have been advised of the information’s confidential status; and (iii) are subject to legally binding obligations of confidentiality as to such information no less restrictive than those contained in this Agreement; provided, however, that the Party who received it shall at all times be fully responsible to the Party who disclosed it for the compliance by such persons and entities with this Agreement; or

4. give, sell, or otherwise provide or make available Confidential Information to any other individual, firm, partnership, corporation, or agency not a party to this Agreement.

C. The Parties understand and agree that to the extent Confidential Information must be used or reflected in Utility’s billing or accounting systems for purposes of the Programs or Utility’s routine operations, Utility’s usual restrictions on dissemination and availability of customer information shall be sufficient for purposes of satisfying its obligations under this Agreement with respect to Confidential Information.

D. All anecdotal reports containing or using Confidential Information shall use fictitious names, addresses, employers, and other identifiers.

E. Nothing herein shall limit the use of Confidential Information as necessary to implement, document, evaluate, or monitor the Programs or to comply with any court or regulatory agency proceeding or filing to which they may be subject. To the extent Confidential Information is included in any such proceeding or filing, however, the Parties agree to make reasonable efforts to protect its confidentiality.

## **IX. INSURANCE**



A. Subcontractor shall procure and maintain, the following insurance coverage throughout the term of this Agreement:

1. Commercial general liability insurance covering claims of bodily injury, property damage and professional liability insurance and/or Errors and Omissions insurance in an amount not less than \$500,000 per claim or per occurrence.

2. The commercial general liability policy shall include CAK and its officers, directors, and employees as an additional named insureds and shall include a waiver of subrogation in favor of the additional insureds with respect to CAK's liability arising out of Subcontractor's operations.

3. The insurance required by this paragraph is in addition to and separate from any other obligations contained in the Agreement. If any of the policies indicated above are placed on a "claims-made" basis, such coverage shall be maintained for a period of not less than five years following the termination of this Agreement and Subcontractor shall have the right to recover a portion of the premiums as part of the Program Costs. The above-referenced limit requirements may be met by any combination of umbrella or excess and primary policies so long as the total limit of insurance requirement is met. The required coverages referred to herein shall in no way affect, nor are they intended as a limitation of, Subcontractor's liability with respect to its performance under this Agreement; notwithstanding the foregoing, Subcontractor shall not be liable to CAK for any claim or occurrence covered by insurance but for CAK's failure to provide timely notification of such claim or occurrence.

## **X. INDEMNIFICATION**

To the extent permitted by law, each Party shall indemnify, and save the other harmless from and against any liabilities, costs, and claims, including judgments rendered against, and fines and penalties imposed upon, such Party, with reasonable attorney's fees and all other costs of litigation (collectively, "*Claims*"), to the extent, and only to the extent, such Claims result from the gross negligence or willful misconduct of the indemnifying Party, its employees, agents, or subcontractors, in connection with the performance of this Agreement, and provided the claim for indemnification for Claims is asserted within the statute of limitations applicable to the Claims. Any indemnification of a Party shall to the same extent apply to such Party's directors, officers, employees, agents, and affiliated companies (including any joint ventures of which the indemnified Party or any of its affiliates are a member and the other members of such joint ventures), and the directors, officers, employees and agents thereof.

## **XI. GOVERNING LAW AND CONSTRUCTION OF SUBCONTRACT**

The Parties' rights and obligations under this Agreement and the validity and construction of the Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Kentucky without regard to any conflicts of laws or other doctrines that could result in the application of the law of another jurisdiction. This Agreement has been negotiated by both Parties, and it shall not be interpreted or construed for or against Subcontractor or CAK. The words "includes" or "including" shall be understood as though they were followed in each case by the words "without limitation."

## **XII. ENTIRE AGREEMENT**

This Agreement, its Exhibits, and any documents referred to herein are incorporated herein and are a part of this Agreement. This Agreement contains all the terms, conditions and promises applicable to the subject matter of this Agreement. No modification or waiver of this Agreement, or any provision thereof, shall be valid or binding unless it is in writing and executed by both of the Parties. No waiver by either Party of any default or breach of any term or provision of this Agreement shall be construed as a waiver of any succeeding default or breach of the same or another term or provision of the Agreement.

**XIII. NO OTHER BENEFICIARIES**

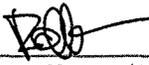
This Agreement is solely between CAK and Subcontractor, and nothing in this Agreement, or the Programs shall be construed as creating any rights or claims in any third party.

**XIV. MISCELLANEOUS**

All of the provisions of this Agreement which expressly extend beyond the expiration or termination of this Agreement, including insurance obligations, indemnification obligations, confidentiality obligations, and limitations of liability, shall survive expiration or termination of this Agreement and remain in full force and effect in accordance with the terms of such provisions. If any provision of the Agreement is held to be invalid, such invalidity shall not affect the remaining provisions of the Agreement. Headings are provided for the convenience of the Parties and shall not affect the interpretation of any provision of this Agreement. This Agreement may be executed in counterparts, which counterparts taken together shall constitute the executed Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above, but effective as provided herein.

Agreed to and Signed By:

  
BY: Roger McCann (Oct 14, 2020 10:39 EDT)  
Roger McCann, Executive Director  
Community Action Kentucky

Oct 14, 2020  
Date

  
BY: Charlene Engle (Oct 14, 2020 11:28 EDT)  
Charlene Engle, Executive Director  
Gateway Community Action

Oct 14, 2020  
Date

Utility: \_\_\_\_\_ Program Year: \_\_\_\_\_

**Exhibit A – Program Funding and Designation of Program(s) Utility will Offer**

**Utility Program Funding**

**Customer Charge on Residential Bills:**

Customer Charge per meter: \$ 0.30

Estimated Funding: \$ \_\_\_\_\_

**A description of current and future shareholder funding levels & other non-residential donations allocated to the HEA Program(s):** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Utility: \_\_\_\_\_ Program Year: \_\_\_\_\_

**Programs Utility Will Offer**

**Please complete a copy of this form for each HEA Program that Utility will offer during the Program Year.**

**Program Name:** \_\_\_\_\_

**Program Type:** \_\_\_\_\_ *Options: Slot/Subsidy; Crisis*

**Utility Program Contacts:**

**Contact Information**

**Primary Name:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Invoices should be submitted to Name:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Reports should be submitted to the following email(s)** \_\_\_\_\_

**Eligibility:**

**Maximum allowable Income (Percentage of Poverty):** \_\_\_\_\_

**Crisis Situation (for Crisis Style):** \_\_\_\_\_

**Last Day to enroll client to receive the first month's benefit** \_\_\_\_\_

**Benefit Types & Dates:**

*Please list the benefit types (e.g. electric, natural gas, electric (non-heating),...) available for this component, the Benefit Amount the client can receive (e.g., \$x / month; up to \$x max; 1 time \$x benefit) and the months the program/benefit is available (e.g., 7 months – Jan Feb Mar April July Aug Sep; 4 months - Jan Feb Mar April; Start to End Date).*

*For example:*

- *Crisis style program for Electric benefits up to \$100 from Jan 1 to April 1*
- *Subsidy/slot style program for Electric and Natural Gas benefits (\$80 and \$50 respectively) for the months of Jan, Feb, Mar, April, July, Aug and Sept*

<b>Benefit Type</b>	<b>Benefit Amount</b>	<b>Timeframe (Benefit Months Or Application Period)</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Utility: \_\_\_\_\_ Program Year: \_\_\_\_\_

**Preliminary Funding/Slots based on residential customers**

*(\*slots/funding can be adjusted as needed)*

**Total Funding:** \_\_\_\_\_ *(Available funding for this component)*

**Will funding for the Program fall under the "Voluntary energy cost assistance fund" as defined by KRS 278.287? YES / NO**

Region/County (if applicable)	Benefit Type	Slots/\$
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

## Exhibit B – HEA Program Operations and HEA Program Terminology

Agreement Between Utility and Community Action Kentucky, Inc.

### HEA Program Operations

**Note: The term “program” herein means HEA program unless the context otherwise requires a different meaning. See Exhibit B-1 for Common HEA Terminology.**

1. **Application Process (Applicable to all Programs) –** Any person who inquires shall be informed of the eligibility requirements and the rights and obligations of applicants in the program
  - a. **Application Period** - Each HEA program has its own application process. Please see program specific Application Period
  - b. **Screening, Eligibility Determination and Participant Identification.**
    - i. Operating Organizations shall take an initial screening application from all persons seeking to participate in the HEA programs and shall evaluate the information to make a preliminary determination whether applicant qualifies for the program. This includes:
      1. Ensure all required information has been provided by the applicant to determine if the household is eligible.
        - a. Determine that the household is responsible for home energy costs for an eligible energy type for the utility that they are applying for. If applicable, applicant will self-declare if the energy type is primary or secondary for heating.
        - b. The household does not exceed the income threshold for HEA program eligibility as defined in Exhibit A. The income threshold is based on the percentage of the federal poverty guidelines as of the start of the program year.
          - i. Income documentation and calculations will follow the LIHEAP program rules.
        - c. Meet other program specific eligibility requirements. See  program specific Eligibility Requirements
      2. Obtain release/waiver from the applicant in the form of  Alternate methods of collecting the release/waiver will be accepted to accommodate applicants as needed. 
    - ii. **Notify Utility of Eligible Clients**
      1. Prioritization criteria will be used to determine whether an eligible applicant will be submitted to the utility.
        - a. There will be no carryover or preference for past HEA program participants
        - b. Clients will be submitted to the Utility based on their prioritization using a predefined format (See program specific Utility Notification Requirements)
        - c. See program Specific Client Prioritization for additional criteria.
      - iii. Utility shall verify applications submitted to ensure the application meets the utility related eligibility requirements. This includes:

1. Determine that the applicant meets the following requirements:
    - a. Be an Active Residential Customer of Utility
    - b. Provide Utility with access for monthly meter readings;
    - c. Meet other program specific Utility Eligibility Requirements
  - iv. Utility shall notify Operating Organization with the disposition (e.g. did the client get enrolled, receive a benefit, etc.)
    1. See program specific Disposition Notification Requirements
  - v. Utility will apply the benefit(s) in the form of a credit to the customer's account in accordance with the following:
    1. Participant's benefits as defined in the program specific Program Benefits Section
    2. Utility will respond to general billing questions from Program participants, including inquiries regarding the details of the application of credits to their Utility bills pursuant to the Programs.
  - vi. Termination of Services
    1. See program specific Termination of Services
- c. Compliance, Monitoring and Reporting**
- i. Keep appropriate records. The program is subject to monitoring by CAK, Utility, Management Auditor, or designee. This includes:
    1. The implementation and ongoing operation of the program,
    2. The data collected and reported for the program
2. **Specific Program Type Rules:** Utility will identify the type of program(s) that will be operated as part of Exhibit A. Below are the program specific rules (in addition to generic rules described in Item 2 above) that will apply depending on the program type.
- a. **Subsidy/Slot Style Program Type:**
    - i. **Overview:** Utility customers (households) apply for the program, and if they meet the eligibility criteria they are approved for placement on a waitlist. The households are ranked with a prioritization system. Households are then selected from the waitlist based on their priority ranking and submitted to the utility. The utility will evaluate the customer further and either accept the household for enrollment into a slot or reject them. Once accepted into a slot, the utility will credit the customer accounts with a pre-determined dollar amount, over a pre-determined period of time.
    - ii. **Application Period:**
      1. Clients can apply for the program at any time during the program year (10/1 to 9/30 or until no more benefit months are available).
      2. Clients are encouraged to apply during the LIHEAP Subsidy application window, which allows clients to simultaneously apply for the LIHEAP and the HEA programs.
    - iii. **Eligibility Requirements**
      1. No additional program specific requirements
    - iv. **Prioritization Requirements**
      1. Applications will be prioritized by CASTINET based on the following criteria:

- a. \_\_\_\_\_
2. All clients that applied prior to the Initial Enrollment Date (as specified in Exhibit A) will be prioritized and considered for the initial enrollment batch submitted to the Utility.
3. After the Initial Enrollment, the waitlist will contain all approved applications that were not previously submitted
4. Applications with the highest priority will be submitted to the utility for enrollment as slots are available for the county/region/benefit type using the Utility Notification Requirements.
  - a. Slots may be moved by CAK after the initial enrollment to ensure maximum utilization of funds.
- v. Utility Notification Requirements**
  1. Utility will be notified via the request file in Exhibit D
- vi. Utility-Verified Eligibility Requirements**
  1. Utility will verify that the customer's account does not:
    - a. Have their service disconnected at the residence for which benefits will be credited
    - b. Reside in a multi-unit single meter building
  2. Utility will verify and notify CAK (via the Disposition Notification) of any discrepancies that prevent enrollment of the client.
- vii. Disposition Notification Requirements**
  1. Dispositions will be returned from the Utility via the response file described in Exhibit D
- viii. Program Benefits**
  1. Utility will apply the Benefit Amount based on the Benefit Type for each of the benefit timeframe (months) as specified in Exhibit A
  2. Participant's benefits under the Programs shall begin with the participant's first Utility billing cycle following the participant's admission to the Program, provided that such billing cycle falls within a Benefit month, unless otherwise specified.
- ix. Termination of Participation.**
  1. Utility will notify CAK if an enrolled client's service is discontinued, or the enrolled client no longer meets the eligibility requirements, via a removal file (see Exhibit D), and will remove the client from the program.
  2. CAK/Operating Organization will notify Utility to remove the client from the program via the request file (see Exhibit D) if they learn that an enrolled client is no longer eligible, or participant chooses to voluntarily withdraw from the program.
  3. If the benefit of participant in the Programs is terminated, credits to the participant's Utility account shall terminate the billing month following the date the participant is no longer eligible to participate in the Programs, unless otherwise specified.
  4. All clients will be removed at the end of the program.



- b. Crisis Style Program Type:** A Crisis style utility assistance program provides benefits to customers to resolve a crisis, usually related to a hardship that the customer has experienced. For example, a customer may require assistance to avoid a disconnect, needs help with a past due balance, or needs help to pay their bill as the result of a natural disaster, medical emergency, and/or other hardship.
- i. Application Period:**
    1. Clients can apply for the program during the Application Period specified in Exhibit A or until funds have been depleted. Client will have a 5 working day pending period to provide additional information.
      - a. Extensions to the 5 working day requirements may be granted if circumstances exist that are out of the client's control and would cause an undue burden to the client. Any extension shall be documented and equally accessible to all clients. Examples that would warrant an extension: natural disaster in the area; office closures that prevents the client from bringing in documentation;
  - ii. Eligibility Requirements**
    1. Client must be in a Crisis Situation as defined in Exhibit A.
    2. Must not be disconnected for nonpayment at the time of the application or work with the utility to be reconnected.
  - iii. Prioritization Requirements**
    1. Clients will be served on a first come first serve basis.
    2. To achieve maximum utilization of funds, operating agencies may move funds between counties in their service territory and CAK may move funds between operating agencies. Reasonable efforts shall be made to serve clients based on the original allocations to ensure equal access to services in all areas.
  - iv. Utility Notification Requirements**
    1. Operating Organizations will notify Utility using CASTINET Transmittals.
  - v. Utility-Verified Eligibility Requirements**
    1. Utility will verify that the customer's account does not:
      - a. Have their service disconnected at the residence for which benefits will be credited
    2. Utility will verify and notify Operating Agency (via the Disposition Notification) of any discrepancies that prevent applying the program benefit.
  - vi. Disposition Notification Requirements**
    1. Utility will return the transmittal with accounts that have credits applied or that have been rejected
    2. Operating Organization will update the disposition information in CASTINET.
  - vii. Program Benefits**
    1. Utility will apply the Benefit Amount based on the Benefit Type as specified in Exhibit A.

## **HEA Program Terminology**

(Note: These terms most often do not appear with an initial cap in Exhibit B or other program documents due to the frequency with which these terms are used; nevertheless, unless the context otherwise requires, these terms have the following meanings regardless of the case of the first letter.)

**Account Number-** the unique identifier associated with a utility account that associates it with a particular service or meter.

**Active Customer:** At the time of application, the client must have an account with the utility that is open and can accept the program benefits

**All-Electric-** a Household that uses only electricity for heating and cooling, i.e., the Household does not use propane or Natural Gas for either heating or cooling.

**Applicant-** a) an individual who applies for services on behalf of a Household or alternatively b) the Household who has applied for services. Applicant and Household may be used interchangeably unless the context otherwise requires.

**Approved / Approved Application -** an Applicant who is approved after having applied and being determined as *eligible* to participate in an HEA program. To be Approved does not mean that Applicant will receive a benefit. An Approved Applicant is eligible to either be placed into a SLOT when it becomes available or be provided another available benefit. (See definitions of Enrolled and Enrollment.)

**Base Load-** a Household that uses a fuel source other than electricity for heating. For example, the Household may have a furnace that uses Natural Gas or propane as the heat source.

**Client-** refers to an individual who seeks help with home energy needs from an Operating Organization.

**Customer-** refers to an individual who is a utility customer.

**Denial / Denied Application-** the process of denying an application because the Applicant is ineligible. For example, an Applicant may be above the income level allowed for the HEA program.

**Enrolled / Enrollee-** a status that indicates a Household's utility account has been assigned to a SLOT, pledge voucher or some other mechanism by which they will receive a benefit.

**Enrollment-** the process of placing Household into a position where they will receive a benefit, i.e., to be enrolled. An example would be an Applicant that has been placed into a SLOT after having been on a waitlist.

**Expired –** an Application that is not carried over from one program year to the next. Example: An application may be approved and placed onto a waitlist, but because no SLOT was available, the application "expires" and is purged from the waitlist prior to the new program year.

**Household-** a individual person or group of people who live together and share a utility service, energy source, water or sewer connection (i.e., utility account). The people in a Household may not necessarily be related.

**Individual-** a person who lives in a Household. This person may or may not be the Applicant.

**Initial Enrollment Date** – The Date is determined by taking the cutoff date provided by the utilities to ensure the first month’s credit can be applied to the client’s account and an adequate number of days prior to ensure timely file exchanges.

**Management Auditor** – a organization selected by the Commission to perform a management audit.

**Participant**- a Household who a) has been Enrolled and b) is receiving or has received a program benefit. A Household whose utility account has been assigned to a SLOT, pledge voucher or other benefit mechanism. Same as Enrolled or Enrollee.

**Pending Application**- an Application that has started, but has not been completed. This may occur if the Applicant has not provided adequate eligibility documentation, utility account information or similar. Applications will remain in Pending status until either Approved or the Pending Application Period has expired.

**Pending Application Period**- the time period that an Applicant’s Application may remain in Pending status before being automatically denied. The default application period is 5 calendar days. An Applicant whose Application is automatically denied during the pending period may re-apply.

**Percent of Poverty**- Percent of Poverty (POP) refers to the U.S. Federal Poverty Guidelines published by the United States Department of Health and Human Services (HHS).

**Priority**- the ranking of Applicants based on a calculation. Applicants who are on a waitlist are selected for SLOTS based on their priority points.

**Removed**- a status that indicates a Household who was Enrolled has been unenrolled. This may occur when a Household closes an account or moves out of a service territory. Typically occurs because of a utility action.

**Recertification**- the process of a) retaining an Enrollee/Participant from one period to the next, b) automatically or semi-automatically re-enrolling a Participant based on prior participation in a program.

**Withdrawn**- A status that indicates a Household has opted to leave an HEA program. This is usually assumed to be voluntary. This may occur when a Household closes an account or moves out of a service territory.

**Waitlist**- A list of Households or utility accounts, who have applied and been determined to be eligible for a “SLOT”. Applicants on a waitlist are prioritized. Applicants are selected and placed in a SLOT based on their Priority (see above definition).

**Rejected**- An applicant that was approved based on eligibility and submitted to a utility but was not accepted or rejected for enrollment into a benefit program. This may occur when an Applicant was placed onto a waitlist and then their account closed.

**Void / Voided Application**- The status of an Application. Typically, an Application is Void or Voided because it contains an error and is “voided” so that it can be replaced with another Application.

Agreement Between Utility and Community Action Kentucky, Inc.

Exhibit C – Waiver/Release

**AUTHORIZATION TO RELEASE INFORMATION AND WAIVER OF CLAIMS**  
**(“AUTHORIZATION”)**

**Purpose of this Authorization:** To be eligible for the \_\_\_\_\_ (“Program”), \_\_\_\_\_ (“Utility”), Community Action Kentucky, Inc. (“CAK”) and your Community Action Agency \_\_\_\_\_ (“CAA”) (collectively, the “Parties”) must share, exchange and use certain Information (defined below) about applicants and participants. We refer to the process of sharing, exchanging, and using Information as a “release” of Information. This release of Information may take place on paper or electronically. The purpose of this Authorization is to: a) get your permission for the Parties to release Information about you in connection with the Program; b) get your promise not to make a claim against the Parties arising from a release of Information; and c) ensure you understand that giving permission for the release of your Information does not guarantee your selection for or continued enrollment in the Program.

**Definition of Information:** For purposes of this Authorization, the term “**Information**” means information that includes all records about you and your ~~Natural Gas~~ ~~Natural Gas Usage (NMGU)~~ account, including but not limited to your payment records, usage data, ~~Natural Gas Usage (NMGU)~~ estimates, meter reading dates, service disconnection data, past due payments, billing due dates and amounts, pledges and partial payment agreements, information about your application and eligibility for available weatherization programs, existing third-party notification information, other benefits or subsidies you receive to cover your home heating costs, amounts of other assistance provided, any intake and benefit information from the Program, social security number, driver’s license number, age, date of birth, health information and information relating to disabilities (except for mental health or chemical dependency information from a health care provider), employment information, education level, criminal history, income and financial information and any information collected or generated by the IRS with regard to your tax liability.

**Authorization Time Periods:** If you sign this Authorization, the Parties may release your Information covering the following time periods: a) sixty (60) months before the date of this Authorization; and b) up through the latter of: (i) sixty (60) months after the date of this Authorization; or (ii) six months after the effective date that your participation in the Program ends.

**By initialing below, I accept and agree as follows:**

- A. I acknowledge that it is necessary for a release of my Information by and between the Parties so that the Parties can determine whether I would benefit from the Program, determine the level of benefits for which I may be eligible, administer the Program and study the overall effectiveness of the Program. I further understand that by authorizing the release my Information, I am not being assured of selection for, or continued enrollment in, the Program.
- B. The Parties have my express permission to release the Information for the purposes described in this Authorization.
- C. In consideration for processing my application and determining my eligibility in the Program, I release the Parties (including their directors, officers, affiliates, employees and authorized agents) from any and all liability whatsoever for, and forever discharge and waive any claim that arises in connection with, the release of the Information for the purposes described in this Authorization (“Waiver of Claims”).

D. I may withdraw this Authorization and, thus, withdraw from participation in the Program, by making a written request to my CAA. I understand that if I withdraw this Authorization, the Parties will cease to further release Information about me upon the expiration of six months after the effective date my participation in the Program ends except as may be required by law. I also understand that my withdrawal of this Authorization does not affect my Waiver of Claims above related to a release of Information that occurs before the expiration of six months after the effective date that my participation in the Program ends.

---

**Initial of Applicant/Authorized Representative**

**DISCLAIMER**

The Program, including benefit amounts and eligibility requirements, may be changed from time-to-time, which changes in some cases may require the approval by the Kentucky Public Service Commission. Benefits will be paid only so long as funding is available and you remain eligible for the benefits. Participation in a Program during any Program Year does not make you eligible to participate in any Program during a subsequent Program Year, and you will be required to reapply, and your eligibility for benefits from any Program will be reassessed for each Program Year.

No part of any Program benefit will be refunded or paid to you in cash. If a final bill otherwise shows a credit balance, part or all of which is the result of the application of a Program benefit, a refund will be made of only that portion, if any, of the final credit balance that exceeds the total Program benefits applied during the current Program Year.

---

**Signature of Applicant/Authorized Representative      Date**

**Print name and relationship to Applicant of person signing above:**

---

**Printed Name**

---

**Relationship (POA, Spouse, Child, etc.)**

## **Agreement Between Utility and Community Action Kentucky, Inc.**

### **Exhibit D – Data Exchanges**

Utility and CAK shall exchange the following reports electronically using an agreed-upon data transfer method that would be expected to provide adequate security for such data.

**Request File** - CAK will provide Utility with a request file that will request a new eligible customer to be enrolled or notify the utility if a customer should be removed (e.g. no longer eligible).

- i. CASTiNET ServiceId (Unique identifier in CASTiNET)
- ii. Utility Account Number (Unique identifier for the Utility)
- iii. Name on Account (optional)
- iv. Program Type (This is critical for utilities that provide Baseload, All-electric and Donation Programs)
- v. Request Type
  - a. A(Enroll)
  - b. R(emove)

**Response File** - In response to receipt of CAK's request file, the Utility will transmit a response file containing if the request was successful and if not a reason.

- i. CASTiNET ServiceId (Unique identifier in CASTiNET)
- ii. Utility Account Number (Unique identifier for the Utility)
- iii. Name on Account (optional)
- iv. Program Type (This is critical for utilities that provide Baseload, All-electric and Donation Programs)
- v. Response Type
  - a. E(nrolled) in response to A(Enroll)
  - b. R(Rejected) in response to A(Enroll) or R(emove) – will require reason
  - c. M(removed) in response to R(emove)
- vi. Date
- vii. Reason

**Removal File** – The utility will notify CAK when a customer enrolled in the Program has been removed by the utility for reasons other than a removal request from CAK. This may be because the customer is no longer eligible (e.g. requested service to be discontinued, has been disconnected for non-payment or no longer meets eligibility criteria as defined in Exhibit B.

- i. Utility Account Number
- ii. Name on Account
- iii. Program Type (electric, base load, etc)
- iv. Reason
- v. Date

**Exhibit E to HEA Program Subcontract**  
***Compensation***

Pursuant to Section IV. COMPENSATION of the Home Energy Assistance (“HEA”) Program Subcontract between CAK and Subcontractor, Community Action Kentucky, Inc. (“CAK”) will pay Gateway Community Action \_\_\_\_\_ (“Subcontractor”) the

Compensation, as follows:

**HEA – Subsidy/SLOT Style (non-donation) Program(s)**

All funding is subject to the availability of funding from Utility.

All program operations, including SLOTS, administration fees, and reimbursement are subject to approval by the Utility and the Kentucky Public Service Commission. The Public Service Commission may change any program at its discretion.

Subcontractor will be reimbursed for up seven percent (7%) of the total Program funds expended. This will include:

**\$25 per SLOT maintained**

\* SLOT estimated breakout will be provided upon receipt of final Exhibit A from Utility and is subject to change.

\*\* Subcontractor shall take sufficient Applications to keep SLOTS filled in case a client is removed or withdraws (e.g., Subcontractor continues taking Applications so that there are more applicants than slots.).

**Method of Payment:** Subcontractor acknowledges that CAK will pay Subcontractor the Compensation due for the Program above based on the CASTiNET SLOTS Report. Subcontractor shall inform CAK of any discrepancies/omissions in the Report and work with CAK to resolve them.

**Reimbursement of Additional Administrative Funds**

\*Subject to prior approval

**Method of Payment:** Subcontractor shall submit invoices and supporting documentation for payment of the Compensation at such intervals and in such manner as prescribed by the CAK HEA Programs Manual/CASTiNET Manual, but in no event more frequently than on a monthly basis. CAK shall pay such invoices within 30 days after its receipt of same.

**HEA – Subsidy/SLOT Style (donation) Program(s)**

Subcontractor will be reimbursed on a per SLOT basis

**\$25 per SLOT maintained**

\* SLOT estimated breakout will be provided upon receipt of final Exhibit A from Utility and is subject to change.

\*\* Subcontractor shall take sufficient Applications to keep SLOTS filled in case a client is removed or withdraws (e.g., Subcontractor continues taking Applications so that there are more applicants than slots.).

**Method of Payment:** Subcontractor acknowledges that CAK will pay Subcontractor the Compensation due for the Program above based on the CASTiNET SLOTS Report. Subcontractor shall inform CAK of any discrepancies/omissions in the Report and work with CAK to resolve them.

Program is subject to Donation rules.

### **HEA – Crisis Style Program(s)**

Subcontractor will receive eight percent (8%) of the Program funds expended.

**Estimated funding breakout is attached to this Exhibit E.**

**Method of Payment:** Subcontractor acknowledges that CAK will pay Subcontractor the Compensation due for the Program above based on payments marked as paid and included on the CASTiNET Funds Remaining Report. Subcontractor must enter the return transmittals, enter payment amounts and mark the payments as paid in CASTiNET to receive payment. Subcontractor shall inform CAK of any discrepancies/omissions in the Report and work with the Utility and CAK to resolve them.

Periodically, this funding will be compared to the benefits applied at the Utility and adjustments to Admin may be made based on differences.



**Columbia Gas**

**Program Year 20/21**

Program Name: Columbia Gas Energy Assistance Program (EAP)

Slot/Subsidy Style Program

Max Per Slot Main	\$25	\$	30,225.00
Max Additional Admin (reim)		\$	26,265.00
<b>Max Total Administration</b>		<b>\$</b>	<b>56,490.00</b>

\* Slots and Admin \$ are subject to change as described in the Contract and Exhibit F

			<b>Max Additional Admin</b>
	<b>Gas Only</b>	<b>Max \$ for Slot Maintenance</b>	<b>(reimbursement)</b>
<b>Bluegrass</b>	<b>211</b>	<b>\$5,275.00</b>	\$ 4,583.88
Jessamine	10	\$250.00	
Franklin	102	\$2,550.00	
Scott	54	\$1,350.00	
Woodford	45	\$1,125.00	
<b>CAC</b>	<b>702</b>	<b>\$17,550.00</b>	\$ 15,250.65
Bourbon	26	\$650.00	
Fayette	661	\$16,525.00	
Harrison	15	\$375.00	
Nicholas	0	\$0.00	
<b>Foothills</b>	<b>73</b>	<b>\$1,825.00</b>	\$ 1,585.89
Madison	5	\$125.00	
Clark	55	\$1,375.00	
Estill	13	\$325.00	
<b>Gateway</b>	<b>23</b>	<b>\$575.00</b>	\$ 499.67
Montgomery	23	\$575.00	
Bath	0	\$0.00	
<b>Licking Valley</b>	<b>24</b>	<b>\$600.00</b>	\$ 521.39
Bracken	1	\$25.00	
Lewis	1	\$25.00	
Mason	22	\$550.00	
Robertson	0	\$0.00	
<b>Northeast</b>	<b>156</b>	<b>\$3,900.00</b>	\$ 3,389.03
Boyd	86	\$2,150.00	
Greenup	61	\$1,525.00	
Lawrence	9	\$225.00	
Carter	0	\$0.00	
<b>Big Sandy</b>	<b>18</b>	<b>\$450.00</b>	\$ 391.04
Floyd	7	\$175.00	
Martin	6	\$150.00	
Pike	5	\$125.00	
Johnson	0	\$0.00	
<b>LKLP</b>	<b>2</b>	<b>\$50.00</b>	\$ 43.45

Knott	2	\$50.00
Letcher	0	\$0.00
<b>Grand Total</b>	<b>1209</b>	<b>\$30,225.00</b>

# HEASubABCDE\_Binder1v3

Final Audit Report

2020-10-14

Created:	2020-10-14
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# Licking Valley Community Action Program

## HOME ENERGY ASSISTANCE PROGRAM SUBCONTRACT

THIS SUBCONTRACT (“Agreement”) is made and entered into as of the 15<sup>th</sup> day of October, 2020, by and between **Community Action Kentucky, Inc. (“CAK”)**, a nonprofit corporation organized and existing under the laws of the Commonwealth of Kentucky, and Licking Valley Community Action Program, a Non-Profit Corporation organized under the laws of the Commonwealth of Kentucky (“Subcontractor” or “Operating Organization”), (each a “*Party*” and collectively “**Parties**”).

WHEREAS, by Order dated May 4, 2020 (as it may be amended or superseded, the “Order”) by the Kentucky Public Service Commission (the “Commission”) in Case No. 2019-00366, In the Matter of: Electronic Investigation of Home Energy Assistance Programs Offered by Investor-Owned Utilities Pursuant to KRS 278.285(4), the Commission set forth certain parameters for low-income home energy assistance (“HEA”) programs to assist households with low income offered by jurisdictional utilities in Kentucky and determined that HEA programs should be administered by a single administering agency that provides back-office functions and subcontracts front-office functions to community level nonprofit organizations, and

WHEREAS, in the Order, the Commission requested that CAK serve as the single administering agency for all HEA programs under the Commission’s jurisdiction, and, on June 2, 2020, CAK accepted the Commission’s invitation;

WHEREAS, CAK and each utility subject to the Order, including the utility providing services to clients in Subcontractor’s service area (“Utility”), have entered into an agreement to implement the requirements set forth in the Order (the “Utility Contract”);

WHEREAS, CAK, itself and through arrangements with community-level, non-profit organizations such as the CAAs (collectively, “Operating Organizations”), of which Subcontractor is one, agreed to provide the services described in the Utility Contract to assist Utility in implementing Utility’s HEA programs (“Programs”) to eligible residential customers of the Utility; and

WHEREAS, CAK seeks to have Subcontractor or, as approved by CAK, its subcontractor, perform certain services for the Programs as further described in this Agreement and in and subject to the terms and conditions of the Utility Contract (collectively, the “Program Services”);

NOW, THEREFORE, in consideration of the mutual obligations of the Parties hereto, each of them does hereby covenant and agree as follows:

### **I. DEFINITIONS**

Capitalized terms shall have the meaning ascribed to them in the text of this Agreement including as defined in Exhibit B attached hereto and incorporated herein by reference under the heading “HEA Program Terminology”. (NOTE: Exhibit D is part of the Utility Contract and is attached to this Agreement for reference only.)

### **II. TERM OF AGREEMENT**

A. This Agreement shall commence on the Effective Date and terminate on

September 30, 2021; *provided, however*, this Agreement shall automatically continue for successive one-year terms beginning on October 1 of each successive year unless either Party terminates in accordance with the terms of this Agreement.

B. Either Party may terminate this Agreement without cause by giving the other Party notice of its intention to terminate this Agreement no fewer than ninety (90) days prior to the end of any Program Year. In such case, this Agreement will terminate at the end of such Program Year. As used in this Agreement, the term "Program Year" shall mean October 1 of one calendar year to September 30 of the following calendar year, and each of the Programs shall have the same Program Year. Notwithstanding the foregoing, the Parties recognize that the continuation of the Programs and of this Agreement are subject to orders of the Commission. Termination of this Agreement shall not relieve either Party of its obligation to continue to perform its duties under this Agreement applicable to the final Program Year, including without limitation, Subcontractor's submission of any data in the possession of Subcontractor as may be required by CAK to fulfill an audit by Utility, and compensation by CAK to Subcontractor pursuant to the terms of this Agreement for services performed in connection with the final Program Year.

### III. SCOPE OF WORK

#### A. RESPONSIBILITIES OF CAK

1. Before the start of the Program(s) and as soon as practicable after CAK receives all the information required from Utility as reflected on **Exhibit A** attached hereto and subject to any necessary approvals by the Commission, CAK shall notify Subcontractor of the following information:

- a. The names of the Programs that are subject to this Agreement;
- b. Sufficient information to set up the Program(s) in CASTiNET (including Type of Program, eligibility criteria, maximum benefits and program dates)
- c. Slots/Funding estimated to be available for Program(s) that are subject to this Agreement, as applicable.

2. CAK will notify Subcontractor throughout the Program Year of any material changes to information about the Program(s) reflected on Exhibit A as applicable Subcontractor's operation of the Program(s). For example, a change in SLOTS or funding may be necessary between Subcontractors if insufficient SLOTS or funding is utilized. CAK reserves the right to reallocate SLOTS/funding, subject to approval by the Commission and/or Utility as applicable.

3. CAK will provide training and technical assistance as needed, including training on how to use CASTiNET to assist in operating the Programs and reporting on such operations.

4. CAK shall pay Subcontractor for Program Services in the manner described in Section IV. COMPENSATION and in the amounts set forth on **Exhibit E** ("Compensation") subject to approval of the Commission as may be applicable.

#### B. RESPONSIBILITIES OF SUBCONTRACTOR

1. Subcontractor shall render the following Program Services to CAK:
  - a. Subcontractor shall operate the HEA Programs (as may be amended or replaced from time-to-time and subject to any necessary approvals of the Commission) in accordance with Exhibit B, including the Application Process, the Program-specific rules, as well as any operating instructions provided by CAK regarding Programs;
    - i. Ensure applicants are properly screened and, before providing assistance under a Program, are eligible for the applicable assistance;
    - ii. Ensure all Program applications, transmittals, payments, payment amounts are entered into CASTiNET;
    - iii. As applicable to the Program, carry out Vendor notifications accurately and timely (for example, submitting transmittals for crisis style programs)
  - b. Carry out activities related to processing Program applications as necessary to ensure the full utilization of Program benefits. For example: SLOTS for SLOT-Subsidy programs; funds for crisis style programs. Program performance is evaluated by the appropriate filing of SLOTS and/or dispersal of funds.
  - c. Comply with all applicable elements of KRS 278.287 regarding Donation Programs;
  - d. Comply with other instructions from CAK applicable to the Programs as may be issued from time to time.
2. Subcontractor shall set up the HEA Program(s) in CASTiNET in compliance with the CASTiNET Admin Manual.
3. Subcontractor shall ensure that all its staff and subcontractors who are or may be involved in any aspect of HEA Program operations are aware of HEA Program Operations and requirements. To the extent Subcontractor desires to arrange for its own subcontractor to perform any of Subcontractor's responsibilities under this Agreement, Subcontractor shall, upon prior approval from CAK, incorporate the terms of this Agreement into a written agreement with such subcontractor causing such subcontractor to be subject to all the terms contained in this Agreement.
4. Subcontractor shall cooperate with CAK and Utility in the development of an outreach and marketing strategy for the Programs for which Subcontractor is responsible hereunder and shall implement and execute on such outreach and/or marketing strategy as applicable.
5. Subcontractor shall obtain from all Program applicants a written Authorization to Release Information and Waiver of Claims ("Authorization") in a form substantially similar to the applicable form on **Exhibit C** to this Agreement giving permission to Utility, CAK and Subcontractor to exchange information regarding an applicant/participant/customer as necessary for the administration of the Programs, and waiving any claims against Utility, CAK and Subcontractor in connection with the exchange of information and administration of the Programs.
6. Subcontractor acknowledges that Programs, including SLOTS, funding, benefit

amounts and eligibility requirements, may be modified at the discretion of the Commission and/or Utility.

7. Subcontractor shall provide documentation as requested for CAK to meet its obligation for monitoring, auditing and reporting the Programs pursuant to the Utility Contracts.

8. Subcontractor agrees to maintain, during the term of this Agreement and for four years following its termination, complete and accurate records with regard to operation of the Programs including but not limited to client files and all Subcontractor's expenses and invoices in carrying out the Programs and other obligations under this Agreement. CAK shall have the right, at any reasonable time, to inspect and audit the records maintained by Subcontractor in its ordinary course of business for to the HEA Program(s) the current Program Year and the four preceding Program Years at CAK's sole cost either through CAK's own authorized representatives or through any public accounting firm selected by CAK. Subcontractor agrees to provide CAK with all information within Subcontractor's possession that is pertinent to Program operations.

#### **IV. COMPENSATION**

A. CAK shall compensate Subcontractor for Program Services as set forth on **Exhibit E** for the applicable Program ("Compensation").

B. Subcontractor agrees that Compensation due to Subcontractor is dependent upon Subcontractor's accurate entry of Program data into CASTiNET and other documentation as applicable to the Program and the Compensation Method set forth on Exhibit E.

C. Subcontractor is responsible for managing its resources and expenditures for all obligations set forth in this Agreement and CAK's payment to Subcontractor herein shall not exceed the Compensation set forth on Exhibit E and, if applicable, approved by the Commission. Any change to Compensation after the Effective Date of this Agreement must be documented by an addendum to Exhibit E that is signed by the Parties and, if applicable, approved by the Commission.

#### **V. REGULATORY APPROVALS**

Approval by the Commission of this Agreement and the details of the Programs is required. As a result, the Parties' rights and obligations under this Agreement, and the effectiveness of this Agreement, are expressly contingent upon obtaining and maintaining such approval. The date on which the Commission approves this Agreement will be the "**Effective Date.**" To the extent that there may be, or later arise, a conflict between this Agreement and any requirement or order of the Commission, the Commission's requirement or order shall be controlling. Subcontractor agrees to cooperate with CAK and Utility in obtaining and maintaining all necessary Commission approvals for the Programs.

#### **VI. DEFAULT AND REMEDIES**

A. Each of the following events or occurrences shall constitute an "Event of Default" under



this Agreement:

1. A Parties' insolvency or declaration of bankruptcy;
2. A failure by a Party to comply with any substantive obligation attributed to it pursuant to this Agreement;
3. Disclosure or discovery that the covenants and representations made by CAK or Subcontractor requiring the fulfillment of any requirement covered under this Agreement or any other document submitted in support of this Agreement is, was, or shall be false or misleading in any material respect.

B. Notwithstanding any provisions in this Agreement to the contrary, no Event of Default shall be the basis of any claim or action unless and until the non-defaulting Party has provided the alleged defaulting party a written notice detailing the specific claimed Event(s) of Default, and the alleged defaulting party has not cured, or undertaken significant and continuing efforts to cure the alleged default within twenty (20) days of its receipt of such notice, provided that the alleged default is cured within sixty (60) days following such notice. In the absence of such cure or a legitimate dispute as to the existence of the alleged the default, the non-defaulting Party shall have the right, at its election, to suspend its performance under this Agreement until such cure is completed or the dispute is resolved, or to terminate this Agreement and pursue any other remedies available to it.

C. Neither Party shall be liable to the other for any incidental, indirect, special, punitive, or consequential damages.

## **VII. FORCE MAJEURE**

A. Notwithstanding any provision in this Agreement to the contrary, except for any obligation to pay money due for obligations incurred prior to the contract's termination, each Party will be excused from performance under this Agreement during the period and to the extent that such Party is unable to perform by reason of any cause beyond the control of that Party, including, but not limited to, fire, storm, drought, flood, earthquake, war, terrorism, insurrection, power failure, quarantine, fuel shortage, the application or enforcement of any law, government declaration of emergency, or the inability or delay of a Party to acquire, after the exercise of due diligence and commercially reasonable efforts under the circumstances, any necessary materials, supplies, permits, permissions and governmental actions (a "*Force Majeure Event*").

B. The Party asserting an excuse of performance due to the occurrence of Force Majeure Event shall give notice of same to the non-claiming Party, including a description of the Force Majeure Event, a good faith estimate of the anticipated duration of the Force Majeure Event and a description of the claiming Party's efforts, if any, to terminate the Force Majeure Event or to limit its effects on the claiming Party's performance of this Agreement.

## **VIII. CONFIDENTIALITY**

A. As used in this Agreement, “Confidential Information” means any information obtained or developed by the Parties about individual applicants and participants under the Program ( “Program Applicants”) and that is disclosed by one Party to the other Party, whether before or during the term of this Agreement, including but not limited to nonpublic, individually identifiable personal information where the privacy or security of such information is subject to a local, state or federal law governing the privacy or security of such information, and information that is derived from the Confidential Information (for example through testing, analysis, processing, nonpublic reporting).

B. Except as otherwise expressly permitted in writing by a Party’s authorized representative, each of the Parties agrees to protect and maintain as confidential all Confidential Information obtained from another party and shall not:

1. use such Confidential Information received from another Party for any purpose other than in connection with the implementation, operation, evaluation, and oversight of the Program;

2. disseminate or use Confidential Information for any purpose beyond the limited purpose in this Agreement;

3. disclose, reveal or otherwise provide access to Confidential Information to any person or entity other than a Party’s employees, directors, officers, agents and consultants who (i) have a need to know to further the purpose of this Agreement; (ii) have been advised of the information’s confidential status; and (iii) are subject to legally binding obligations of confidentiality as to such information no less restrictive than those contained in this Agreement; provided, however, that the Party who received it shall at all times be fully responsible to the Party who disclosed it for the compliance by such persons and entities with this Agreement; or

4. give, sell, or otherwise provide or make available Confidential Information to any other individual, firm, partnership, corporation, or agency not a party to this Agreement.

C. The Parties understand and agree that to the extent Confidential Information must be used or reflected in Utility’s billing or accounting systems for purposes of the Programs or Utility’s routine operations, Utility’s usual restrictions on dissemination and availability of customer information shall be sufficient for purposes of satisfying its obligations under this Agreement with respect to Confidential Information.

D. All anecdotal reports containing or using Confidential Information shall use fictitious names, addresses, employers, and other identifiers.

E. Nothing herein shall limit the use of Confidential Information as necessary to implement, document, evaluate, or monitor the Programs or to comply with any court or regulatory agency proceeding or filing to which they may be subject. To the extent Confidential Information is included in any such proceeding or filing, however, the Parties agree to make reasonable efforts to protect its confidentiality.

## **IX. INSURANCE**

A. Subcontractor shall procure and maintain, the following insurance coverage throughout the term of this Agreement:

1. Commercial general liability insurance covering claims of bodily injury, property damage and professional liability insurance and/or Errors and Omissions insurance in an amount not less than \$500,000 per claim or per occurrence.

2. The commercial general liability policy shall include CAK and its officers, directors, and employees as an additional named insureds and shall include a waiver of subrogation in favor of the additional insureds with respect to CAK's liability arising out of Subcontractor's operations.

3. The insurance required by this paragraph is in addition to and separate from any other obligations contained in the Agreement. If any of the policies indicated above are placed on a "claims-made" basis, such coverage shall be maintained for a period of not less than five years following the termination of this Agreement and Subcontractor shall have the right to recover a portion of the premiums as part of the Program Costs. The above-referenced limit requirements may be met by any combination of umbrella or excess and primary policies so long as the total limit of insurance requirement is met. The required coverages referred to herein shall in no way affect, nor are they intended as a limitation of, Subcontractor's liability with respect to its performance under this Agreement; notwithstanding the foregoing, Subcontractor shall not be liable to CAK for any claim or occurrence covered by insurance but for CAK's failure to provide timely notification of such claim or occurrence.

## **X. INDEMNIFICATION**

To the extent permitted by law, each Party shall indemnify, and save the other harmless from and against any liabilities, costs, and claims, including judgments rendered against, and fines and penalties imposed upon, such Party, with reasonable attorney's fees and all other costs of litigation (collectively, "*Claims*"), to the extent, and only to the extent, such Claims result from the gross negligence or willful misconduct of the indemnifying Party, its employees, agents, or subcontractors, in connection with the performance of this Agreement, and provided the claim for indemnification for Claims is asserted within the statute of limitations applicable to the Claims. Any indemnification of a Party shall to the same extent apply to such Party's directors, officers, employees, agents, and affiliated companies (including any joint ventures of which the indemnified Party or any of its affiliates are a member and the other members of such joint ventures), and the directors, officers, employees and agents thereof.

## **XI. GOVERNING LAW AND CONSTRUCTION OF SUBCONTRACT**

The Parties' rights and obligations under this Agreement and the validity and construction of the Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Kentucky without regard to any conflicts of laws or other doctrines that could result in the application of the law of another jurisdiction. This Agreement has been negotiated by both Parties, and it shall not be interpreted or construed for or against Subcontractor or CAK. The words "includes" or "including" shall be understood as though they were followed in each case by the words "without limitation."

## **XII. ENTIRE AGREEMENT**

This Agreement, its Exhibits, and any documents referred to herein are incorporated herein and are a part of this Agreement. This Agreement contains all the terms, conditions and promises applicable to the subject matter of this Agreement. No modification or waiver of this Agreement, or any provision thereof, shall be valid or binding unless it is in writing and executed by both of the Parties. No waiver by either Party of any default or breach of any term or provision of this Agreement shall be construed as a waiver of any succeeding default or breach of the same or another term or provision of the Agreement.

**XIII. NO OTHER BENEFICIARIES**

This Agreement is solely between CAK and Subcontractor, and nothing in this Agreement, or the Programs shall be construed as creating any rights or claims in any third party.

**XIV. MISCELLANEOUS**

All of the provisions of this Agreement which expressly extend beyond the expiration or termination of this Agreement, including insurance obligations, indemnification obligations, confidentiality obligations, and limitations of liability, shall survive expiration or termination of this Agreement and remain in full force and effect in accordance with the terms of such provisions. If any provision of the Agreement is held to be invalid, such invalidity shall not affect the remaining provisions of the Agreement. Headings are provided for the convenience of the Parties and shall not affect the interpretation of any provision of this Agreement. This Agreement may be executed in counterparts, which counterparts taken together shall constitute the executed Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above, but effective as provided herein.

Agreed to and Signed By:

  
BY: Roger McCann (Oct 14, 2020 10:42 EDT)  
Roger McCann, Executive Director  
Community Action Kentucky

Oct 14, 2020  
Date

  
BY: Kenneth Walters (Oct 14, 2020 11:56 EDT)  
Kenneth Walters, Executive Director

Oct 14, 2020  
Date

Licking Valley Community Action Program

Utility: \_\_\_\_\_ Program Year: \_\_\_\_\_

**Exhibit A – Program Funding and Designation of Program(s) Utility will Offer**

**Utility Program Funding**

**Customer Charge on Residential Bills:**

Customer Charge per meter: \$ 0.30

Estimated Funding: \$ \_\_\_\_\_

**A description of current and future shareholder funding levels & other non-residential donations allocated to the HEA Program(s):** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Utility: \_\_\_\_\_ Program Year: \_\_\_\_\_

**Programs Utility Will Offer**

*Please complete a copy of this form for **each** HEA Program that Utility will offer during the Program Year.*

**Program Name:** \_\_\_\_\_

**Program Type:** \_\_\_\_\_ *Options: Slot/Subsidy; Crisis*

**Utility Program Contacts:**

**Contact Information**

**Primary Name:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Invoices should be submitted to Name:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Reports should be submitted to the following email(s)** \_\_\_\_\_

**Eligibility:**

**Maximum allowable Income (Percentage of Poverty):** \_\_\_\_\_

**Crisis Situation (for Crisis Style):** \_\_\_\_\_

**Last Day to enroll client to receive the first month's benefit** \_\_\_\_\_

**Benefit Types & Dates:**

*Please list the benefit types (e.g. electric, natural gas, electric (non-heating),...) available for this component, the Benefit Amount the client can receive (e.g., \$x / month; up to \$x max; 1 time \$x benefit) and the months the program/benefit is available (e.g., 7 months – Jan Feb Mar April July Aug Sep; 4 months - Jan Feb Mar April; Start to End Date).*

*For example:*

- *Crisis style program for Electric benefits up to \$100 from Jan 1 to April 1*
- *Subsidy/slot style program for Electric and Natural Gas benefits (\$80 and \$50 respectively) for the months of Jan, Feb, Mar, April, July, Aug and Sept*

<b>Benefit Type</b>	<b>Benefit Amount</b>	<b>Timeframe (Benefit Months Or Application Period)</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Utility: \_\_\_\_\_ Program Year: \_\_\_\_\_

**Preliminary Funding/Slots based on residential customers**

*(\*slots/funding can be adjusted as needed)*

**Total Funding:** \_\_\_\_\_ *(Available funding for this component)*

**Will funding for the Program fall under the "Voluntary energy cost assistance fund" as defined by KRS 278.287? YES / NO**

Region/County (if applicable)	Benefit Type	Slots/\$
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

## Exhibit B – HEA Program Operations and HEA Program Terminology

Agreement Between Utility and Community Action Kentucky, Inc.

### HEA Program Operations

**Note: The term “program” herein means HEA program unless the context otherwise requires a different meaning. See Exhibit B-1 for Common HEA Terminology.**

1. **Application Process (Applicable to all Programs)** – Any person who inquires shall be informed of the eligibility requirements and the rights and obligations of applicants in the program
  - a. **Application Period** - Each HEA program has its own application process. Please see program specific Application Period
  - b. **Screening, Eligibility Determination and Participant Identification.**
    - i. Operating Organizations shall take an initial screening application from all persons seeking to participate in the HEA programs and shall evaluate the information to make a preliminary determination whether applicant qualifies for the program. This includes:
      1. Ensure all required information has been provided by the applicant to determine if the household is eligible.
        - a. Determine that the household is responsible for home energy costs for an eligible energy type for the utility that they are applying for. If applicable, applicant will self-declare if the energy type is primary or secondary for heating.
        - b. The household does not exceed the income threshold for HEA program eligibility as defined in Exhibit A. The income threshold is based on the percentage of the federal poverty guidelines as of the start of the program year.
          - i. Income documentation and calculations will follow the LIHEAP program rules.
        - c. Meet other program specific eligibility requirements. See  program specific Eligibility Requirements
      2. Obtain release/waiver from the applicant in the form of  Alternate methods of collecting the release/waiver will be accepted to accommodate applicants as needed. 
    - ii. Notify Utility of Eligible Clients
      1. Prioritization criteria will be used to determine whether an eligible applicant will be submitted to the utility.
        - a. There will be no carryover or preference for past HEA program participants
        - b. Clients will be submitted to the Utility based on their prioritization using a predefined format (See program specific Utility Notification Requirements)
        - c. See program Specific Client Prioritization for additional criteria.
      - iii. Utility shall verify applications submitted to ensure the application meets the utility related eligibility requirements. This includes:



1. Determine that the applicant meets the following requirements:
    - a. Be an Active Residential Customer of Utility
    - b. Provide Utility with access for monthly meter readings;
    - c. Meet other program specific Utility Eligibility Requirements
  - iv. Utility shall notify Operating Organization with the disposition (e.g. did the client get enrolled, receive a benefit, etc.)
    1. See program specific Disposition Notification Requirements
  - v. Utility will apply the benefit(s) in the form of a credit to the customer's account in accordance with the following:
    1. Participant's benefits as defined in the program specific Program Benefits Section
    2. Utility will respond to general billing questions from Program participants, including inquiries regarding the details of the application of credits to their Utility bills pursuant to the Programs.
  - vi. Termination of Services
    1. See program specific Termination of Services
- c. Compliance, Monitoring and Reporting**
- i. Keep appropriate records. The program is subject to monitoring by CAK, Utility, Management Auditor, or designee. This includes:
    1. The implementation and ongoing operation of the program,
    2. The data collected and reported for the program
2. **Specific Program Type Rules:** Utility will identify the type of program(s) that will be operated as part of Exhibit A. Below are the program specific rules (in addition to generic rules described in Item 2 above) that will apply depending on the program type.
- a. **Subsidy/Slot Style Program Type:**
    - i. **Overview:** Utility customers (households) apply for the program, and if they meet the eligibility criteria they are approved for placement on a waitlist. The households are ranked with a prioritization system. Households are then selected from the waitlist based on their priority ranking and submitted to the utility. The utility will evaluate the customer further and either accept the household for enrollment into a slot or reject them. Once accepted into a slot, the utility will credit the customer accounts with a pre-determined dollar amount, over a pre-determined period of time.
    - ii. **Application Period:**
      1. Clients can apply for the program at any time during the program year (10/1 to 9/30 or until no more benefit months are available).
      2. Clients are encouraged to apply during the LIHEAP Subsidy application window, which allows clients to simultaneously apply for the LIHEAP and the HEA programs.
    - iii. **Eligibility Requirements**
      1. No additional program specific requirements
    - iv. **Prioritization Requirements**
      1. Applications will be prioritized by CASTiNET based on the following criteria:

- a. \_\_\_\_\_
2. All clients that applied prior to the Initial Enrollment Date (as specified in Exhibit A) will be prioritized and considered for the initial enrollment batch submitted to the Utility.
3. After the Initial Enrollment, the waitlist will contain all approved applications that were not previously submitted
4. Applications with the highest priority will be submitted to the utility for enrollment as slots are available for the county/region/benefit type using the Utility Notification Requirements.
  - a. Slots may be moved by CAK after the initial enrollment to ensure maximum utilization of funds.
- v. Utility Notification Requirements**
  1. Utility will be notified via the request file in Exhibit D
- vi. Utility-Verified Eligibility Requirements**
  1. Utility will verify that the customer's account does not:
    - a. Have their service disconnected at the residence for which benefits will be credited
    - b. Reside in a multi-unit single meter building
  2. Utility will verify and notify CAK (via the Disposition Notification) of any discrepancies that prevent enrollment of the client.
- vii. Disposition Notification Requirements**
  1. Dispositions will be returned from the Utility via the response file described in Exhibit D
- viii. Program Benefits**
  1. Utility will apply the Benefit Amount based on the Benefit Type for each of the benefit timeframe (months) as specified in Exhibit A
  2. Participant's benefits under the Programs shall begin with the participant's first Utility billing cycle following the participant's admission to the Program, provided that such billing cycle falls within a Benefit month, unless otherwise specified.
- ix. Termination of Participation.**
  1. Utility will notify CAK if an enrolled client's service is discontinued, or the enrolled client no longer meets the eligibility requirements, via a removal file (see Exhibit D), and will remove the client from the program.
  2. CAK/Operating Organization will notify Utility to remove the client from the program via the request file (see Exhibit D) if they learn that an enrolled client is no longer eligible, or participant chooses to voluntarily withdraw from the program.
  3. If the benefit of participant in the Programs is terminated, credits to the participant's Utility account shall terminate the billing month following the date the participant is no longer eligible to participate in the Programs, unless otherwise specified.
  4. All clients will be removed at the end of the program.

- b. Crisis Style Program Type:** A Crisis style utility assistance program provides benefits to customers to resolve a crisis, usually related to a hardship that the customer has experienced. For example, a customer may require assistance to avoid a disconnect, needs help with a past due balance, or needs help to pay their bill as the result of a natural disaster, medical emergency, and/or other hardship.
- i. Application Period:**
    1. Clients can apply for the program during the Application Period specified in Exhibit A or until funds have been depleted. Client will have a 5 working day pending period to provide additional information.
      - a. Extensions to the 5 working day requirements may be granted if circumstances exist that are out of the client's control and would cause an undue burden to the client. Any extension shall be documented and equally accessible to all clients. Examples that would warrant an extension: natural disaster in the area; office closures that prevents the client from bringing in documentation;
  - ii. Eligibility Requirements**
    1. Client must be in a Crisis Situation as defined in Exhibit A.
    2. Must not be disconnected for nonpayment at the time of the application or work with the utility to be reconnected.
  - iii. Prioritization Requirements**
    1. Clients will be served on a first come first serve basis.
    2. To achieve maximum utilization of funds, operating agencies may move funds between counties in their service territory and CAK may move funds between operating agencies. Reasonable efforts shall be made to serve clients based on the original allocations to ensure equal access to services in all areas.
  - iv. Utility Notification Requirements**
    1. Operating Organizations will notify Utility using CASTINET Transmittals.
  - v. Utility-Verified Eligibility Requirements**
    1. Utility will verify that the customer's account does not:
      - a. Have their service disconnected at the residence for which benefits will be credited
    2. Utility will verify and notify Operating Agency (via the Disposition Notification) of any discrepancies that prevent applying the program benefit.
  - vi. Disposition Notification Requirements**
    1. Utility will return the transmittal with accounts that have credits applied or that have been rejected
    2. Operating Organization will update the disposition information in CASTINET.
  - vii. Program Benefits**
    1. Utility will apply the Benefit Amount based on the Benefit Type as specified in Exhibit A.

## **HEA Program Terminology**

(Note: These terms most often do not appear with an initial cap in Exhibit B or other program documents due to the frequency with which these terms are used; nevertheless, unless the context otherwise requires, these terms have the following meanings regardless of the case of the first letter.)

**Account Number-** the unique identifier associated with a utility account that associates it with a particular service or meter.

**Active Customer:** At the time of application, the client must have an account with the utility that is open and can accept the program benefits

**All-Electric-** a Household that uses only electricity for heating and cooling, i.e., the Household does not use propane or Natural Gas for either heating or cooling.

**Applicant-** a) an individual who applies for services on behalf of a Household or alternatively b) the Household who has applied for services. Applicant and Household may be used interchangeably unless the context otherwise requires.

**Approved / Approved Application -** an Applicant who is approved after having applied and being determined as *eligible* to participate in an HEA program. To be Approved does not mean that Applicant will receive a benefit. An Approved Applicant is eligible to either be placed into a SLOT when it becomes available or be provided another available benefit. (See definitions of Enrolled and Enrollment.)

**Base Load-** a Household that uses a fuel source other than electricity for heating. For example, the Household may have a furnace that uses Natural Gas or propane as the heat source.

**Client-** refers to an individual who seeks help with home energy needs from an Operating Organization.

**Customer-** refers to an individual who is a utility customer.

**Denial / Denied Application-** the process of denying an application because the Applicant is ineligible. For example, an Applicant may be above the income level allowed for the HEA program.

**Enrolled / Enrollee-** a status that indicates a Household's utility account has been assigned to a SLOT, pledge voucher or some other mechanism by which they will receive a benefit.

**Enrollment-** the process of placing Household into a position where they will receive a benefit, i.e., to be enrolled. An example would be an Applicant that has been placed into a SLOT after having been on a waitlist.

**Expired –** an Application that is not carried over from one program year to the next. Example: An application may be approved and placed onto a waitlist, but because no SLOT was available, the application "expires" and is purged from the waitlist prior to the new program year.

**Household-** a individual person or group of people who live together and share a utility service, energy source, water or sewer connection (i.e., utility account). The people in a Household may not necessarily be related.

**Individual-** a person who lives in a Household. This person may or may not be the Applicant.

**Initial Enrollment Date** – The Date is determined by taking the cutoff date provided by the utilities to ensure the first month's credit can be applied to the client's account and an adequate number of days prior to ensure timely file exchanges.

**Management Auditor** – a organization selected by the Commission to perform a management audit.

**Participant**- a Household who a) has been Enrolled and b) is receiving or has received a program benefit. A Household whose utility account has been assigned to a SLOT, pledge voucher or other benefit mechanism. Same as Enrolled or Enrollee.

**Pending Application**- an Application that has started, but has not been completed. This may occur if the Applicant has not provided adequate eligibility documentation, utility account information or similar. Applications will remain in Pending status until either Approved or the Pending Application Period has expired.

**Pending Application Period**- the time period that an Applicant's Application may remain in Pending status before being automatically denied. The default application period is 5 calendar days. An Applicant whose Application is automatically denied during the pending period may re-apply.

**Percent of Poverty**- Percent of Poverty (POP) refers to the U.S. Federal Poverty Guidelines published by the United States Department of Health and Human Services (HHS).

**Priority**- the ranking of Applicants based on a calculation. Applicants who are on a waitlist are selected for SLOTS based on their priority points.

**Removed**- a status that indicates a Household who was Enrolled has been unenrolled. This may occur when a Household closes an account or moves out of a service territory. Typically occurs because of a utility action.

**Recertification**- the process of a) retaining an Enrollee/Participant from one period to the next, b) automatically or semi-automatically re-enrolling a Participant based on prior participation in a program.

**Withdrawn**- A status that indicates a Household has opted to leave an HEA program. This is usually assumed to be voluntary. This may occur when a Household closes an account or moves out of a service territory.

**Waitlist**- A list of Households or utility accounts, who have applied and been determined to be eligible for a "SLOT". Applicants on a waitlist are prioritized. Applicants are selected and placed in a SLOT based on their Priority (see above definition).

**Rejected**- An applicant that was approved based on eligibility and submitted to a utility but was not accepted or rejected for enrollment into a benefit program. This may occur when an Applicant was placed onto a waitlist and then their account closed.

**Void / Voided Application**- The status of an Application. Typically, an Application is Void or Voided because it contains an error and is "voided" so that it can be replaced with another Application.

Agreement Between Utility and Community Action Kentucky, Inc.

Exhibit C – Waiver/Release

**AUTHORIZATION TO RELEASE INFORMATION AND WAIVER OF CLAIMS**  
**(“AUTHORIZATION”)**

**Purpose of this Authorization:** To be eligible for the \_\_\_\_\_ (“Program”), \_\_\_\_\_ (“Utility”), Community Action Kentucky, Inc. (“CAK”) and your Community Action Agency \_\_\_\_\_ (“CAA”) (collectively, the “Parties”) must share, exchange and use certain Information (defined below) about applicants and participants. We refer to the process of sharing, exchanging, and using Information as a “release” of Information. This release of Information may take place on paper or electronically. The purpose of this Authorization is to: a) get your permission for the Parties to release Information about you in connection with the Program; b) get your promise not to make a claim against the Parties arising from a release of Information; and c) ensure you understand that giving permission for the release of your Information does not guarantee your selection for or continued enrollment in the Program.

**Definition of Information:** For purposes of this Authorization, the term “**Information**” means information that includes all records about you and your ~~Natural Gas~~ ~~Natural Gas Service~~ account, including but not limited to your payment records, usage data, ~~Natural Gas Costs (NMC)~~ ~~Natural Gas Costs (NMC)~~ estimates, meter reading dates, service disconnection data, past due payments, billing due dates and amounts, pledges and partial payment agreements, information about your application and eligibility for available weatherization programs, existing third-party notification information, other benefits or subsidies you receive to cover your home heating costs, amounts of other assistance provided, any intake and benefit information from the Program, social security number, driver’s license number, age, date of birth, health information and information relating to disabilities (except for mental health or chemical dependency information from a health care provider), employment information, education level, criminal history, income and financial information and any information collected or generated by the IRS with regard to your tax liability.

**Authorization Time Periods:** If you sign this Authorization, the Parties may release your Information covering the following time periods: a) sixty (60) months before the date of this Authorization; and b) up through the latter of: (i) sixty (60) months after the date of this Authorization; or (ii) six months after the effective date that your participation in the Program ends.

**By initialing below, I accept and agree as follows:**

- A. I acknowledge that it is necessary for a release of my Information by and between the Parties so that the Parties can determine whether I would benefit from the Program, determine the level of benefits for which I may be eligible, administer the Program and study the overall effectiveness of the Program. I further understand that by authorizing the release my Information, I am not being assured of selection for, or continued enrollment in, the Program.
- B. The Parties have my express permission to release the Information for the purposes described in this Authorization.
- C. In consideration for processing my application and determining my eligibility in the Program, I release the Parties (including their directors, officers, affiliates, employees and authorized agents) from any and all liability whatsoever for, and forever discharge and waive any claim that arises in connection with, the release of the Information for the purposes described in this Authorization (“Waiver of Claims”).

D. I may withdraw this Authorization and, thus, withdraw from participation in the Program, by making a written request to my CAA. I understand that if I withdraw this Authorization, the Parties will cease to further release Information about me upon the expiration of six months after the effective date my participation in the Program ends except as may be required by law. I also understand that my withdrawal of this Authorization does not affect my Waiver of Claims above related to a release of Information that occurs before the expiration of six months after the effective date that my participation in the Program ends.

---

**Initial of Applicant/Authorized Representative**

**DISCLAIMER**

The Program, including benefit amounts and eligibility requirements, may be changed from time-to-time, which changes in some cases may require the approval by the Kentucky Public Service Commission. Benefits will be paid only so long as funding is available and you remain eligible for the benefits. Participation in a Program during any Program Year does not make you eligible to participate in any Program during a subsequent Program Year, and you will be required to reapply, and your eligibility for benefits from any Program will be reassessed for each Program Year.

No part of any Program benefit will be refunded or paid to you in cash. If a final bill otherwise shows a credit balance, part or all of which is the result of the application of a Program benefit, a refund will be made of only that portion, if any, of the final credit balance that exceeds the total Program benefits applied during the current Program Year.

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**Signature of Applicant/Authorized Representative      Date**

**Print name and relationship to Applicant of person signing above:**

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**Printed Name**

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**Relationship (POA, Spouse, Child, etc.)**

## **Agreement Between Utility and Community Action Kentucky, Inc.**

### **Exhibit D – Data Exchanges**

Utility and CAK shall exchange the following reports electronically using an agreed-upon data transfer method that would be expected to provide adequate security for such data.

**Request File** - CAK will provide Utility with a request file that will request a new eligible customer to be enrolled or notify the utility if a customer should be removed (e.g. no longer eligible).

- i. CASTiNET ServiceId (Unique identifier in CASTiNET)
- ii. Utility Account Number (Unique identifier for the Utility)
- iii. Name on Account (optional)
- iv. Program Type (This is critical for utilities that provide Baseload, All-electric and Donation Programs)
- v. Request Type
  - a. A(Enroll)
  - b. R(remove)

**Response File** - In response to receipt of CAK's request file, the Utility will transmit a response file containing if the request was successful and if not a reason.

- i. CASTiNET ServiceId (Unique identifier in CASTiNET)
- ii. Utility Account Number (Unique identifier for the Utility)
- iii. Name on Account (optional)
- iv. Program Type (This is critical for utilities that provide Baseload, All-electric and Donation Programs)
- v. Response Type
  - a. E(nrolled) in response to A(Enroll)
  - b. R(Rejected) in response to A(Enroll) or R(remove) – will require reason
  - c. M(removed) in response to R(remove)
- vi. Date
- vii. Reason

**Removal File** – The utility will notify CAK when a customer enrolled in the Program has been removed by the utility for reasons other than a removal request from CAK. This may be because the customer is no longer eligible (e.g. requested service to be discontinued, has been disconnected for non-payment or no longer meets eligibility criteria as defined in Exhibit B.

- i. Utility Account Number
- ii. Name on Account
- iii. Program Type (electric, base load, etc)
- iv. Reason
- v. Date



**Exhibit E to HEA Program Subcontract**  
***Compensation***

Pursuant to Section IV. COMPENSATION of the Home Energy Assistance (“HEA”) Program Subcontract between CAK and Subcontractor, Community Action Kentucky, Inc. (“CAK”) will pay Licking Valley Community Action Program \_\_\_\_\_ (“Subcontractor”) the

Compensation, as follows:

**HEA – Subsidy/SLOT Style (non-donation) Program(s)**

All funding is subject to the availability of funding from Utility.  
All program operations, including SLOTS, administration fees, and reimbursement are subject to approval by the Utility and the Kentucky Public Service Commission. The Public Service Commission may change any program at its discretion.

Subcontractor will be reimbursed for up seven percent (7%) of the total Program funds expended. This will include:

**\$25 per SLOT maintained**

\* SLOT estimated breakout will be provided upon receipt of final Exhibit A from Utility and is subject to change.

\*\* Subcontractor shall take sufficient Applications to keep SLOTS filled in case a client is removed or withdraws (e.g., Subcontractor continues taking Applications so that there are more applicants than slots.).

**Method of Payment:** Subcontractor acknowledges that CAK will pay Subcontractor the Compensation due for the Program above based on the CASTiNET SLOTS Report. Subcontractor shall inform CAK of any discrepancies/omissions in the Report and work with CAK to resolve them.

**Reimbursement of Additional Administrative Funds**

\*Subject to prior approval

**Method of Payment:** Subcontractor shall submit invoices and supporting documentation for payment of the Compensation at such intervals and in such manner as prescribed by the CAK HEA Programs Manual/CASTiNET Manual, but in no event more frequently than on a monthly basis. CAK shall pay such invoices within 30 days after its receipt of same.

**HEA – Subsidy/SLOT Style (donation) Program(s)**

Subcontractor will be reimbursed on a per SLOT basis

**\$25 per SLOT maintained**

\* SLOT estimated breakout will be provided upon receipt of final Exhibit A from Utility and is subject to change.

\*\* Subcontractor shall take sufficient Applications to keep SLOTS filled in case a client is removed or withdraws (e.g., Subcontractor continues taking Applications so that there are more applicants than slots.).

**Method of Payment:** Subcontractor acknowledges that CAK will pay Subcontractor the Compensation due for the Program above based on the CASTINET SLOTS Report. Subcontractor shall inform CAK of any discrepancies/omissions in the Report and work with CAK to resolve them.

Program is subject to Donation rules.

### **HEA – Crisis Style Program(s)**

Subcontractor will receive eight percent (8%) of the Program funds expended.

**Estimated funding breakout is attached to this Exhibit E.**

**Method of Payment:** Subcontractor acknowledges that CAK will pay Subcontractor the Compensation due for the Program above based on payments marked as paid and included on the CASTiNET Funds Remaining Report. Subcontractor must enter the return transmittals, enter payment amounts and mark the payments as paid in CASTiNET to receive payment. Subcontractor shall inform CAK of any discrepancies/omissions in the Report and work with the Utility and CAK to resolve them.

Periodically, this funding will be compared to the benefits applied at the Utility and adjustments to Admin may be made based on differences.

**Columbia Gas**

**Program Year 20/21**

Program Name: Columbia Gas Energy Assistance Program (EAP)

Slot/Subsidy Style Program

Max Per Slot Main	\$25	\$	30,225.00
Max Additional Admin (reiml)		\$	26,265.00
<b>Max Total Administration</b>		<b>\$</b>	<b>56,490.00</b>

\* Slots and Admin \$ are subject to change as described in the Contract and Exhibit E

			<b>Max Additional Admin</b>
	<b>Gas Only</b>	<b>Max \$ for Slot Maintenance</b>	<b>(reimbursement)</b>
<b>Bluegrass</b>	<b>211</b>	<b>\$5,275.00</b>	\$ 4,583.88
Jessamine	10	\$250.00	
Franklin	102	\$2,550.00	
Scott	54	\$1,350.00	
Woodford	45	\$1,125.00	
<b>CAC</b>	<b>702</b>	<b>\$17,550.00</b>	\$ 15,250.65
Bourbon	26	\$650.00	
Fayette	661	\$16,525.00	
Harrison	15	\$375.00	
Nicholas	0	\$0.00	
<b>Foothills</b>	<b>73</b>	<b>\$1,825.00</b>	\$ 1,585.89
Madison	5	\$125.00	
Clark	55	\$1,375.00	
Estill	13	\$325.00	
<b>Gateway</b>	<b>23</b>	<b>\$575.00</b>	\$ 499.67
Montgomery	23	\$575.00	
Bath	0	\$0.00	
<b>Licking Valley</b>	<b>24</b>	<b>\$600.00</b>	\$ 521.39
Bracken	1	\$25.00	
Lewis	1	\$25.00	
Mason	22	\$550.00	
Robertson	0	\$0.00	
<b>Northeast</b>	<b>156</b>	<b>\$3,900.00</b>	\$ 3,389.03
Boyd	86	\$2,150.00	
Greenup	61	\$1,525.00	
Lawrence	9	\$225.00	
Carter	0	\$0.00	
<b>Big Sandy</b>	<b>18</b>	<b>\$450.00</b>	\$ 391.04
Floyd	7	\$175.00	
Martin	6	\$150.00	
Pike	5	\$125.00	
Johnson	0	\$0.00	
<b>LKLP</b>	<b>2</b>	<b>\$50.00</b>	\$ 43.45

Knott	2	\$50.00
Letcher	0	\$0.00
<b>Grand Total</b>	<b>1209</b>	<b>\$30,225.00</b>

# HEASubABCDE\_Binder1v3 - Licking Valley

Final Audit Report

2020-10-14

Created:	2020-10-14
By:	Roger McCann (roger@capky.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_zkhmGTbYMIzV_-_5s1aY65groX57YP0

## "HEASubABCDE\_Binder1v3 - Licking Valley" History

-  Document created by Roger McCann (roger@capky.org)  
2020-10-14 - 2:41:38 PM GMT - IP address: 12.179.100.34
-  Document e-signed by Roger McCann (roger@capky.org)  
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-  Document emailed to Kenneth Walters (kwalters@lvcap.com) for signature  
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-  Email viewed by Kenneth Walters (kwalters@lvcap.com)  
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-  Document e-signed by Kenneth Walters (kwalters@lvcap.com)  
Signature Date: 2020-10-14 - 3:56:58 PM GMT - Time Source: server- IP address: 76.177.223.128
-  Agreement completed.  
2020-10-14 - 3:56:58 PM GMT

# LKLP Community Action Council

## HOME ENERGY ASSISTANCE PROGRAM SUBCONTRACT

THIS SUBCONTRACT (“Agreement”) is made and entered into as of the 15<sup>th</sup> day of October, 2020, by and between **Community Action Kentucky, Inc.** (“CAK”), a nonprofit corporation organized and existing under the laws of the Commonwealth of Kentucky, and LKLP Community Action Council, Inc, a Non-Profit Corporation organized under the laws of the Commonwealth of Kentucky (“Subcontractor” or “Operating Organization”), (each a “**Party**” and collectively “**Parties**”).

WHEREAS, by Order dated May 4, 2020 (as it may be amended or superseded, the “Order”) by the Kentucky Public Service Commission (the “Commission”) in Case No. 2019-00366, In the Matter of: Electronic Investigation of Home Energy Assistance Programs Offered by Investor-Owned Utilities Pursuant to KRS 278.285(4), the Commission set forth certain parameters for low-income home energy assistance (“HEA”) programs to assist households with low income offered by jurisdictional utilities in Kentucky and determined that HEA programs should be administered by a single administering agency that provides back-office functions and subcontracts front-office functions to community level nonprofit organizations, and

WHEREAS, in the Order, the Commission requested that CAK serve as the single administering agency for all HEA programs under the Commission’s jurisdiction, and, on June 2, 2020, CAK accepted the Commission’s invitation;

WHEREAS, CAK and each utility subject to the Order, including the utility providing services to clients in Subcontractor’s service area (“Utility”), have entered into an agreement to implement the requirements set forth in the Order (the “Utility Contract”);

WHEREAS, CAK, itself and through arrangements with community-level, non-profit organizations such as the CAAs (collectively, “Operating Organizations”), of which Subcontractor is one, agreed to provide the services described in the Utility Contract to assist Utility in implementing Utility’s HEA programs (“Programs”) to eligible residential customers of the Utility; and

WHEREAS, CAK seeks to have Subcontractor or, as approved by CAK, its subcontractor, perform certain services for the Programs as further described in this Agreement and in and subject to the terms and conditions of the Utility Contract (collectively, the “Program Services”);

NOW, THEREFORE, in consideration of the mutual obligations of the Parties hereto, each of them does hereby covenant and agree as follows:

### I. DEFINITIONS

Capitalized terms shall have the meaning ascribed to them in the text of this Agreement including as defined in Exhibit B attached hereto and incorporated herein by reference under the heading “HEA Program Terminology”. (NOTE: Exhibit D is part of the Utility Contract and is attached to this Agreement for reference only.)

### II. TERM OF AGREEMENT

A. This Agreement shall commence on the Effective Date and terminate on

September 30, 2021; *provided, however*, this Agreement shall automatically continue for successive one-year terms beginning on October 1 of each successive year unless either Party terminates in accordance with the terms of this Agreement.

B. Either Party may terminate this Agreement without cause by giving the other Party notice of its intention to terminate this Agreement no fewer than ninety (90) days prior to the end of any Program Year. In such case, this Agreement will terminate at the end of such Program Year. As used in this Agreement, the term "Program Year" shall mean October 1 of one calendar year to September 30 of the following calendar year, and each of the Programs shall have the same Program Year. Notwithstanding the foregoing, the Parties recognize that the continuation of the Programs and of this Agreement are subject to orders of the Commission. Termination of this Agreement shall not relieve either Party of its obligation to continue to perform its duties under this Agreement applicable to the final Program Year, including without limitation, Subcontractor's submission of any data in the possession of Subcontractor as may be required by CAK to fulfill an audit by Utility, and compensation by CAK to Subcontractor pursuant to the terms of this Agreement for services performed in connection with the final Program Year.

### III. SCOPE OF WORK

#### A. RESPONSIBILITIES OF CAK

1. Before the start of the Program(s) and as soon as practicable after CAK receives all the information required from Utility as reflected on **Exhibit A** attached hereto and subject to any necessary approvals by the Commission, CAK shall notify Subcontractor of the following information:

- a. The names of the Programs that are subject to this Agreement;
- b. Sufficient information to set up the Program(s) in CASTiNET (including Type of Program, eligibility criteria, maximum benefits and program dates)
- c. Slots/Funding estimated to be available for Program(s) that are subject to this Agreement, as applicable.

2. CAK will notify Subcontractor throughout the Program Year of any material changes to information about the Program(s) reflected on Exhibit A as applicable Subcontractor's operation of the Program(s). For example, a change in SLOTS or funding may be necessary between Subcontractors if insufficient SLOTS or funding is utilized. CAK reserves the right to reallocate SLOTS/funding, subject to approval by the Commission and/or Utility as applicable.

3. CAK will provide training and technical assistance as needed, including training on how to use CASTiNET to assist in operating the Programs and reporting on such operations.

4. CAK shall pay Subcontractor for Program Services in the manner described in Section IV. COMPENSATION and in the amounts set forth on **Exhibit E** ("Compensation") subject to approval of the Commission as may be applicable.

#### B. RESPONSIBILITIES OF SUBCONTRACTOR



1. Subcontractor shall render the following Program Services to CAK:
  - a. Subcontractor shall operate the HEA Programs (as may be amended or replaced from time-to-time and subject to any necessary approvals of the Commission) in accordance with Exhibit B, including the Application Process, the Program-specific rules, as well as any operating instructions provided by CAK regarding Programs;
    - i. Ensure applicants are properly screened and, before providing assistance under a Program, are eligible for the applicable assistance;
    - ii. Ensure all Program applications, transmittals, payments, payment amounts are entered into CASTiNET;
    - iii. As applicable to the Program, carry out Vendor notifications accurately and timely (for example, submitting transmittals for crisis style programs)
  - b. Carry out activities related to processing Program applications as necessary to ensure the full utilization of Program benefits. For example: SLOTS for SLOT-Subsidy programs; funds for crisis style programs. Program performance is evaluated by the appropriate filing of SLOTS and/or dispersal of funds.
  - c. Comply with all applicable elements of KRS 278.287 regarding Donation Programs;
  - d. Comply with other instructions from CAK applicable to the Programs as may be issued from time to time.
2. Subcontractor shall set up the HEA Program(s) in CASTiNET in compliance with the CASTiNET Admin Manual.
3. Subcontractor shall ensure that all its staff and subcontractors who are or may be involved in any aspect of HEA Program operations are aware of HEA Program Operations and requirements. To the extent Subcontractor desires to arrange for its own subcontractor to perform any of Subcontractor's responsibilities under this Agreement, Subcontractor shall, upon prior approval from CAK, incorporate the terms of this Agreement into a written agreement with such subcontractor causing such subcontractor to be subject to all the terms contained in this Agreement.
4. Subcontractor shall cooperate with CAK and Utility in the development of an outreach and marketing strategy for the Programs for which Subcontractor is responsible hereunder and shall implement and execute on such outreach and/or marketing strategy as applicable.
5. Subcontractor shall obtain from all Program applicants a written Authorization to Release Information and Waiver of Claims ("Authorization") in a form substantially similar to the applicable form on **Exhibit C** to this Agreement giving permission to Utility, CAK and Subcontractor to exchange information regarding an applicant/participant/customer as necessary for the administration of the Programs, and waiving any claims against Utility, CAK and Subcontractor in connection with the exchange of information and administration of the Programs.
6. Subcontractor acknowledges that Programs, including SLOTS, funding, benefit

amounts and eligibility requirements, may be modified at the discretion of the Commission and/or Utility.

7. Subcontractor shall provide documentation as requested for CAK to meet its obligation for monitoring, auditing and reporting the Programs pursuant to the Utility Contracts.

8. Subcontractor agrees to maintain, during the term of this Agreement and for four years following its termination, complete and accurate records with regard to operation of the Programs including but not limited to client files and all Subcontractor's expenses and invoices in carrying out the Programs and other obligations under this Agreement. CAK shall have the right, at any reasonable time, to inspect and audit the records maintained by Subcontractor in its ordinary course of business for to the HEA Program(s) the current Program Year and the four preceding Program Years at CAK's sole cost either through CAK's own authorized representatives or through any public accounting firm selected by CAK. Subcontractor agrees to provide CAK with all information within Subcontractor's possession that is pertinent to Program operations.

#### **IV. COMPENSATION**

A. CAK shall compensate Subcontractor for Program Services as set forth on **Exhibit E** for the applicable Program ("Compensation").

B. Subcontractor agrees that Compensation due to Subcontractor is dependent upon Subcontractor's accurate entry of Program data into CASTiNET and other documentation as applicable to the Program and the Compensation Method set forth on Exhibit E.

C. Subcontractor is responsible for managing its resources and expenditures for all obligations set forth in this Agreement and CAK's payment to Subcontractor herein shall not exceed the Compensation set forth on Exhibit E and, if applicable, approved by the Commission. Any change to Compensation after the Effective Date of this Agreement must be documented by an addendum to Exhibit E that is signed by the Parties and, if applicable, approved by the Commission.

#### **V. REGULATORY APPROVALS**

Approval by the Commission of this Agreement and the details of the Programs is required. As a result, the Parties' rights and obligations under this Agreement, and the effectiveness of this Agreement, are expressly contingent upon obtaining and maintaining such approval. The date on which the Commission approves this Agreement will be the "**Effective Date.**" To the extent that there may be, or later arise, a conflict between this Agreement and any requirement or order of the Commission, the Commission's requirement or order shall be controlling. Subcontractor agrees to cooperate with CAK and Utility in obtaining and maintaining all necessary Commission approvals for the Programs.

#### **VI. DEFAULT AND REMEDIES**

A. Each of the following events or occurrences shall constitute an "Event of Default" under

this Agreement:

1. A Parties' insolvency or declaration of bankruptcy;
2. A failure by a Party to comply with any substantive obligation attributed to it pursuant to this Agreement;
3. Disclosure or discovery that the covenants and representations made by CAK or Subcontractor requiring the fulfillment of any requirement covered under this Agreement or any other document submitted in support of this Agreement is, was, or shall be false or misleading in any material respect.

B. Notwithstanding any provisions in this Agreement to the contrary, no Event of Default shall be the basis of any claim or action unless and until the non-defaulting Party has provided the alleged defaulting party a written notice detailing the specific claimed Event(s) of Default, and the alleged defaulting party has not cured, or undertaken significant and continuing efforts to cure the alleged default within twenty (20) days of its receipt of such notice, provided that the alleged default is cured within sixty (60) days following such notice. In the absence of such cure or a legitimate dispute as to the existence of the alleged the default, the non-defaulting Party shall have the right, at its election, to suspend its performance under this Agreement until such cure is completed or the dispute is resolved, or to terminate this Agreement and pursue any other remedies available to it.

C. Neither Party shall be liable to the other for any incidental, indirect, special, punitive, or consequential damages.

## VII. FORCE MAJEURE

A. Notwithstanding any provision in this Agreement to the contrary, except for any obligation to pay money due for obligations incurred prior to the contract's termination, each Party will be excused from performance under this Agreement during the period and to the extent that such Party is unable to perform by reason of any cause beyond the control of that Party, including, but not limited to, fire, storm, drought, flood, earthquake, war, terrorism, insurrection, power failure, quarantine, fuel shortage, the application or enforcement of any law, government declaration of emergency, or the inability or delay of a Party to acquire, after the exercise of due diligence and commercially reasonable efforts under the circumstances, any necessary materials, supplies, permits, permissions and governmental actions (a "*Force Majeure Event*").

B. The Party asserting an excuse of performance due to the occurrence of Force Majeure Event shall give notice of same to the non-claiming Party, including a description of the Force Majeure Event, a good faith estimate of the anticipated duration of the Force Majeure Event and a description of the claiming Party's efforts, if any, to terminate the Force Majeure Event or to limit its effects on the claiming Party's performance of this Agreement.

## VIII. CONFIDENTIALITY

A. As used in this Agreement, “Confidential Information” means any information obtained or developed by the Parties about individual applicants and participants under the Program ( “Program Applicants”) and that is disclosed by one Party to the other Party, whether before or during the term of this Agreement, including but not limited to nonpublic, individually identifiable personal information where the privacy or security of such information is subject to a local, state or federal law governing the privacy or security of such information, and information that is derived from the Confidential Information (for example through testing, analysis, processing, nonpublic reporting).

B. Except as otherwise expressly permitted in writing by a Party’s authorized representative, each of the Parties agrees to protect and maintain as confidential all Confidential Information obtained from another party and shall not:

1. use such Confidential Information received from another Party for any purpose other than in connection with the implementation, operation, evaluation, and oversight of the Program;

2. disseminate or use Confidential Information for any purpose beyond the limited purpose in this Agreement;

3. disclose, reveal or otherwise provide access to Confidential Information to any person or entity other than a Party’s employees, directors, officers, agents and consultants who (i) have a need to know to further the purpose of this Agreement; (ii) have been advised of the information’s confidential status; and (iii) are subject to legally binding obligations of confidentiality as to such information no less restrictive than those contained in this Agreement; provided, however, that the Party who received it shall at all times be fully responsible to the Party who disclosed it for the compliance by such persons and entities with this Agreement; or

4. give, sell, or otherwise provide or make available Confidential Information to any other individual, firm, partnership, corporation, or agency not a party to this Agreement.

C. The Parties understand and agree that to the extent Confidential Information must be used or reflected in Utility’s billing or accounting systems for purposes of the Programs or Utility’s routine operations, Utility’s usual restrictions on dissemination and availability of customer information shall be sufficient for purposes of satisfying its obligations under this Agreement with respect to Confidential Information.

D. All anecdotal reports containing or using Confidential Information shall use fictitious names, addresses, employers, and other identifiers.

E. Nothing herein shall limit the use of Confidential Information as necessary to implement, document, evaluate, or monitor the Programs or to comply with any court or regulatory agency proceeding or filing to which they may be subject. To the extent Confidential Information is included in any such proceeding or filing, however, the Parties agree to make reasonable efforts to protect its confidentiality.

## **IX. INSURANCE**

A. Subcontractor shall procure and maintain, the following insurance coverage throughout the term of this Agreement:

1. Commercial general liability insurance covering claims of bodily injury, property damage and professional liability insurance and/or Errors and Omissions insurance in an amount not less than \$500,000 per claim or per occurrence.

2. The commercial general liability policy shall include CAK and its officers, directors, and employees as an additional named insureds and shall include a waiver of subrogation in favor of the additional insureds with respect to CAK's liability arising out of Subcontractor's operations.

3. The insurance required by this paragraph is in addition to and separate from any other obligations contained in the Agreement. If any of the policies indicated above are placed on a "claims-made" basis, such coverage shall be maintained for a period of not less than five years following the termination of this Agreement and Subcontractor shall have the right to recover a portion of the premiums as part of the Program Costs. The above-referenced limit requirements may be met by any combination of umbrella or excess and primary policies so long as the total limit of insurance requirement is met. The required coverages referred to herein shall in no way affect, nor are they intended as a limitation of, Subcontractor's liability with respect to its performance under this Agreement; notwithstanding the foregoing, Subcontractor shall not be liable to CAK for any claim or occurrence covered by insurance but for CAK's failure to provide timely notification of such claim or occurrence.

## **X. INDEMNIFICATION**

To the extent permitted by law, each Party shall indemnify, and save the other harmless from and against any liabilities, costs, and claims, including judgments rendered against, and fines and penalties imposed upon, such Party, with reasonable attorney's fees and all other costs of litigation (collectively, "*Claims*"), to the extent, and only to the extent, such Claims result from the gross negligence or willful misconduct of the indemnifying Party, its employees, agents, or subcontractors, in connection with the performance of this Agreement, and provided the claim for indemnification for Claims is asserted within the statute of limitations applicable to the Claims. Any indemnification of a Party shall to the same extent apply to such Party's directors, officers, employees, agents, and affiliated companies (including any joint ventures of which the indemnified Party or any of its affiliates are a member and the other members of such joint ventures), and the directors, officers, employees and agents thereof.

## **XI. GOVERNING LAW AND CONSTRUCTION OF SUBCONTRACT**

The Parties' rights and obligations under this Agreement and the validity and construction of the Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Kentucky without regard to any conflicts of laws or other doctrines that could result in the application of the law of another jurisdiction. This Agreement has been negotiated by both Parties, and it shall not be interpreted or construed for or against Subcontractor or CAK. The words "includes" or "including" shall be understood as though they were followed in each case by the words "without limitation."

## **XII. ENTIRE AGREEMENT**

This Agreement, its Exhibits, and any documents referred to herein are incorporated herein and are a part of this Agreement. This Agreement contains all the terms, conditions and promises applicable to the subject matter of this Agreement. No modification or waiver of this Agreement, or any provision thereof, shall be valid or binding unless it is in writing and executed by both of the Parties. No waiver by either Party of any default or breach of any term or provision of this Agreement shall be construed as a waiver of any succeeding default or breach of the same or another term or provision of the Agreement.

**XIII. NO OTHER BENEFICIARIES**

This Agreement is solely between CAK and Subcontractor, and nothing in this Agreement, or the Programs shall be construed as creating any rights or claims in any third party.

**XIV. MISCELLANEOUS**

All of the provisions of this Agreement which expressly extend beyond the expiration or termination of this Agreement, including insurance obligations, indemnification obligations, confidentiality obligations, and limitations of liability, shall survive expiration or termination of this Agreement and remain in full force and effect in accordance with the terms of such provisions. If any provision of the Agreement is held to be invalid, such invalidity shall not affect the remaining provisions of the Agreement. Headings are provided for the convenience of the Parties and shall not affect the interpretation of any provision of this Agreement. This Agreement may be executed in counterparts, which counterparts taken together shall constitute the executed Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above, but effective as provided herein.

Agreed to and Signed By:

BY:   
Roger McCann (Oct 14, 2020 10:48 EDT)  
Roger McCann, Executive Director  
Community Action Kentucky

Oct 14, 2020  
Date

BY:   
Ricky L. Baker, Executive Director

Oct 14, 2020  
Date

LKLP Community Action Council, Inc

Utility: \_\_\_\_\_ Program Year: \_\_\_\_\_

**Exhibit A – Program Funding and Designation of Program(s) Utility will Offer**

**Utility Program Funding**

**Customer Charge on Residential Bills:**

Customer Charge per meter: \$ 0.30

Estimated Funding: \$ \_\_\_\_\_

**A description of current and future shareholder funding levels & other non-residential donations allocated to the HEA Program(s):** \_\_\_\_\_

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Utility: \_\_\_\_\_ Program Year: \_\_\_\_\_

**Programs Utility Will Offer**

**Please complete a copy of this form for each HEA Program that Utility will offer during the Program Year.**

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

Program Type: \_\_\_\_\_ Options: Slot/Subsidy; Crisis

**Utility Program Contacts:**

**Contact Information**

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

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Invoices should be submitted to Name: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Reports should be submitted to the following email(s) \_\_\_\_\_

**Eligibility:**

Maximum allowable Income (Percentage of Poverty): \_\_\_\_\_

Crisis Situation (for Crisis Style): \_\_\_\_\_

Last Day to enroll client to receive the first month's benefit \_\_\_\_\_

**Benefit Types & Dates:**

*Please list the benefit types (e.g. electric, natural gas, electric (non-heating),...) available for this component, the Benefit Amount the client can receive (e.g., \$x / month; up to \$x max; 1 time \$x benefit) and the months the program/benefit is available (e.g., 7 months – Jan Feb Mar April July Aug Sep; 4 months - Jan Feb Mar April; Start to End Date).*

*For example:*

- *Crisis style program for Electric benefits up to \$100 from Jan 1 to April 1*
- *Subsidy/slot style program for Electric and Natural Gas benefits (\$80 and \$50 respectively) for the months of Jan, Feb, Mar, April, July, Aug and Sept*

<b>Benefit Type</b>	<b>Benefit Amount</b>	<b>Timeframe (Benefit Months Or Application Period)</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



Utility: \_\_\_\_\_ Program Year: \_\_\_\_\_

**Preliminary Funding/Slots based on residential customers**

*(\*slots/funding can be adjusted as needed)*

**Total Funding:** \_\_\_\_\_ *(Available funding for this component)*

**Will funding for the Program fall under the "Voluntary energy cost assistance fund" as defined by KRS 278.287? YES / NO**

Region/County (if applicable)	Benefit Type	Slots/\$
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

## Exhibit B – HEA Program Operations and HEA Program Terminology

Agreement Between Utility and Community Action Kentucky, Inc.

### HEA Program Operations

**Note: The term “program” herein means HEA program unless the context otherwise requires a different meaning. See Exhibit B-1 for Common HEA Terminology.**

1. **Application Process (Applicable to all Programs)** – Any person who inquires shall be informed of the eligibility requirements and the rights and obligations of applicants in the program
  - a. **Application Period** - Each HEA program has its own application process. Please see program specific Application Period
  - b. **Screening, Eligibility Determination and Participant Identification.**
    - i. Operating Organizations shall take an initial screening application from all persons seeking to participate in the HEA programs and shall evaluate the information to make a preliminary determination whether applicant qualifies for the program. This includes:
      1. Ensure all required information has been provided by the applicant to determine if the household is eligible.
        - a. Determine that the household is responsible for home energy costs for an eligible energy type for the utility that they are applying for. If applicable, applicant will self-declare if the energy type is primary or secondary for heating.
        - b. The household does not exceed the income threshold for HEA program eligibility as defined in Exhibit A. The income threshold is based on the percentage of the federal poverty guidelines as of the start of the program year.
          - i. Income documentation and calculations will follow the LIHEAP program rules.
        - c. Meet other program specific eligibility requirements. See  program specific Eligibility Requirements
      2. Obtain release/waiver from the applicant in the form of  Exhibit C  Alternate methods of collecting the release/waiver will be accepted to accommodate applicants as needed.
    - ii. **Notify Utility of Eligible Clients**
      1. Prioritization criteria will be used to determine whether an eligible applicant will be submitted to the utility.
        - a. There will be no carryover or preference for past HEA program participants
        - b. Clients will be submitted to the Utility based on their prioritization using a predefined format (See program specific Utility Notification Requirements)
        - c. See program Specific Client Prioritization for additional criteria.
      - iii. Utility shall verify applications submitted to ensure the application meets the utility related eligibility requirements. This includes:

1. Determine that the applicant meets the following requirements:
    - a. Be an Active Residential Customer of Utility
    - b. Provide Utility with access for monthly meter readings;
    - c. Meet other program specific Utility Eligibility Requirements
  - iv. Utility shall notify Operating Organization with the disposition (e.g. did the client get enrolled, receive a benefit, etc.)
    1. See program specific Disposition Notification Requirements
  - v. Utility will apply the benefit(s) in the form of a credit to the customer's account in accordance with the following:
    1. Participant's benefits as defined in the program specific Program Benefits Section
    2. Utility will respond to general billing questions from Program participants, including inquiries regarding the details of the application of credits to their Utility bills pursuant to the Programs.
  - vi. Termination of Services
    1. See program specific Termination of Services
- c. Compliance, Monitoring and Reporting**
- i. Keep appropriate records. The program is subject to monitoring by CAK, Utility, Management Auditor, or designee. This includes:
    1. The implementation and ongoing operation of the program,
    2. The data collected and reported for the program
2. **Specific Program Type Rules:** Utility will identify the type of program(s) that will be operated as part of Exhibit A. Below are the program specific rules (in addition to generic rules described in Item 2 above) that will apply depending on the program type.
- a. **Subsidy/Slot Style Program Type:**
    - i. **Overview:** Utility customers (households) apply for the program, and if they meet the eligibility criteria they are approved for placement on a waitlist. The households are ranked with a prioritization system. Households are then selected from the waitlist based on their priority ranking and submitted to the utility. The utility will evaluate the customer further and either accept the household for enrollment into a slot or reject them. Once accepted into a slot, the utility will credit the customer accounts with a pre-determined dollar amount, over a pre-determined period of time.
    - ii. **Application Period:**
      1. Clients can apply for the program at any time during the program year (10/1 to 9/30 or until no more benefit months are available).
      2. Clients are encouraged to apply during the LIHEAP Subsidy application window, which allows clients to simultaneously apply for the LIHEAP and the HEA programs.
    - iii. **Eligibility Requirements**
      1. No additional program specific requirements
    - iv. **Prioritization Requirements**
      1. Applications will be prioritized by CASTiNET based on the following criteria:

- a. \_\_\_\_\_
  2. All clients that applied prior to the Initial Enrollment Date (as specified in Exhibit A) will be prioritized and considered for the initial enrollment batch submitted to the Utility.
  3. After the Initial Enrollment, the waitlist will contain all approved applications that were not previously submitted
  4. Applications with the highest priority will be submitted to the utility for enrollment as slots are available for the county/region/benefit type using the Utility Notification Requirements.
    - a. Slots may be moved by CAK after the initial enrollment to ensure maximum utilization of funds.
- v. Utility Notification Requirements**
1. Utility will be notified via the request file in Exhibit D
- vi. Utility-Verified Eligibility Requirements**
1. Utility will verify that the customer's account does not:
    - a. Have their service disconnected at the residence for which benefits will be credited
    - b. Reside in a multi-unit single meter building
  2. Utility will verify and notify CAK (via the Disposition Notification) of any discrepancies that prevent enrollment of the client.
- vii. Disposition Notification Requirements**
1. Dispositions will be returned from the Utility via the response file described in Exhibit D
- viii. Program Benefits**
1. Utility will apply the Benefit Amount based on the Benefit Type for each of the benefit timeframe (months) as specified in Exhibit A
  2. Participant's benefits under the Programs shall begin with the participant's first Utility billing cycle following the participant's admission to the Program, provided that such billing cycle falls within a Benefit month, unless otherwise specified.
- ix. Termination of Participation.**
1. Utility will notify CAK if an enrolled client's service is discontinued, or the enrolled client no longer meets the eligibility requirements, via a removal file (see Exhibit D), and will remove the client from the program.
  2. CAK/Operating Organization will notify Utility to remove the client from the program via the request file (see Exhibit D) if they learn that an enrolled client is no longer eligible, or participant chooses to voluntarily withdraw from the program.
  3. If the benefit of participant in the Programs is terminated, credits to the participant's Utility account shall terminate the billing month following the date the participant is no longer eligible to participate in the Programs, unless otherwise specified.
  4. All clients will be removed at the end of the program.

- b. Crisis Style Program Type:** A Crisis style utility assistance program provides benefits to customers to resolve a crisis, usually related to a hardship that the customer has experienced. For example, a customer may require assistance to avoid a disconnect, needs help with a past due balance, or needs help to pay their bill as the result of a natural disaster, medical emergency, and/or other hardship.
- i. Application Period:**
    - 1. Clients can apply for the program during the Application Period specified in Exhibit A or until funds have been depleted. Client will have a 5 working day pending period to provide additional information.
      - a. Extensions to the 5 working day requirements may be granted if circumstances exist that are out of the client's control and would cause an undue burden to the client. Any extension shall be documented and equally accessible to all clients. Examples that would warrant an extension: natural disaster in the area; office closures that prevents the client from bringing in documentation;
  - ii. Eligibility Requirements**
    - 1. Client must be in a Crisis Situation as defined in Exhibit A.
    - 2. Must not be disconnected for nonpayment at the time of the application or work with the utility to be reconnected.
  - iii. Prioritization Requirements**
    - 1. Clients will be served on a first come first serve basis.
    - 2. To achieve maximum utilization of funds, operating agencies may move funds between counties in their service territory and CAK may move funds between operating agencies. Reasonable efforts shall be made to serve clients based on the original allocations to ensure equal access to services in all areas.
  - iv. Utility Notification Requirements**
    - 1. Operating Organizations will notify Utility using CASTINET Transmittals.
  - v. Utility-Verified Eligibility Requirements**
    - 1. Utility will verify that the customer's account does not:
      - a. Have their service disconnected at the residence for which benefits will be credited
    - 2. Utility will verify and notify Operating Agency (via the Disposition Notification) of any discrepancies that prevent applying the program benefit.
  - vi. Disposition Notification Requirements**
    - 1. Utility will return the transmittal with accounts that have credits applied or that have been rejected
    - 2. Operating Organization will update the disposition information in CASTINET.
  - vii. Program Benefits**
    - 1. Utility will apply the Benefit Amount based on the Benefit Type as specified in Exhibit A.

## **HEA Program Terminology**

(Note: These terms most often do not appear with an initial cap in Exhibit B or other program documents due to the frequency with which these terms are used; nevertheless, unless the context otherwise requires, these terms have the following meanings regardless of the case of the first letter.)

**Account Number-** the unique identifier associated with a utility account that associates it with a particular service or meter.

**Active Customer:** At the time of application, the client must have an account with the utility that is open and can accept the program benefits

**All-Electric-** a Household that uses only electricity for heating and cooling, i.e., the Household does not use propane or Natural Gas for either heating or cooling.

**Applicant-** a) an individual who applies for services on behalf of a Household or alternatively b) the Household who has applied for services. Applicant and Household may be used interchangeably unless the context otherwise requires.

**Approved / Approved Application -** an Applicant who is approved after having applied and being determined as *eligible* to participate in an HEA program. To be Approved does not mean that Applicant will receive a benefit. An Approved Applicant is eligible to either be placed into a SLOT when it becomes available or be provided another available benefit. (See definitions of Enrolled and Enrollment.)

**Base Load-** a Household that uses a fuel source other than electricity for heating. For example, the Household may have a furnace that uses Natural Gas or propane as the heat source.

**Client-** refers to an individual who seeks help with home energy needs from an Operating Organization.

**Customer-** refers to an individual who is a utility customer.

**Denial / Denied Application-** the process of denying an application because the Applicant is ineligible. For example, an Applicant may be above the income level allowed for the HEA program.

**Enrolled / Enrollee-** a status that indicates a Household's utility account has been assigned to a SLOT, pledge voucher or some other mechanism by which they will receive a benefit.

**Enrollment-** the process of placing Household into a position where they will receive a benefit, i.e., to be enrolled. An example would be an Applicant that has been placed into a SLOT after having been on a waitlist.

**Expired –** an Application that is not carried over from one program year to the next. Example: An application may be approved and placed onto a waitlist, but because no SLOT was available, the application "expires" and is purged from the waitlist prior to the new program year.

**Household-** a individual person or group of people who live together and share a utility service, energy source, water or sewer connection (i.e., utility account). The people in a Household may not necessarily be related.

**Individual-** a person who lives in a Household. This person may or may not be the Applicant.

**Initial Enrollment Date** – The Date is determined by taking the cutoff date provided by the utilities to ensure the first month's credit can be applied to the client's account and an adequate number of days prior to ensure timely file exchanges.

**Management Auditor** – a organization selected by the Commission to perform a management audit.

**Participant**- a Household who a) has been Enrolled and b) is receiving or has received a program benefit. A Household whose utility account has been assigned to a SLOT, pledge voucher or other benefit mechanism. Same as Enrolled or Enrollee.

**Pending Application**- an Application that has started, but has not been completed. This may occur if the Applicant has not provided adequate eligibility documentation, utility account information or similar. Applications will remain in Pending status until either Approved or the Pending Application Period has expired.

**Pending Application Period**- the time period that an Applicant's Application may remain in Pending status before being automatically denied. The default application period is 5 calendar days. An Applicant whose Application is automatically denied during the pending period may re-apply.

**Percent of Poverty**- Percent of Poverty (POP) refers to the U.S. Federal Poverty Guidelines published by the United States Department of Health and Human Services (HHS).

**Priority**- the ranking of Applicants based on a calculation. Applicants who are on a waitlist are selected for SLOTS based on their priority points.

**Removed**- a status that indicates a Household who was Enrolled has been unenrolled. This may occur when a Household closes an account or moves out of a service territory. Typically occurs because of a utility action.

**Recertification**- the process of a) retaining an Enrollee/Participant from one period to the next, b) automatically or semi-automatically re-enrolling a Participant based on prior participation in a program.

**Withdrawn**- A status that indicates a Household has opted to leave an HEA program. This is usually assumed to be voluntary. This may occur when a Household closes an account or moves out of a service territory.

**Waitlist**- A list of Households or utility accounts, who have applied and been determined to be eligible for a "SLOT". Applicants on a waitlist are prioritized. Applicants are selected and placed in a SLOT based on their Priority (see above definition).

**Rejected**- An applicant that was approved based on eligibility and submitted to a utility but was not accepted or rejected for enrollment into a benefit program. This may occur when an Applicant was placed onto a waitlist and then their account closed.

**Void / Voided Application**- The status of an Application. Typically, an Application is Void or Voided because it contains an error and is "voided" so that it can be replaced with another Application.

**Agreement Between Utility and Community Action Kentucky, Inc.**

**Exhibit C – Waiver/Release**

**AUTHORIZATION TO RELEASE INFORMATION AND WAIVER OF CLAIMS**  
**(“AUTHORIZATION”)**

**Purpose of this Authorization:** To be eligible for the \_\_\_\_\_ (“Program”), \_\_\_\_\_ (“Utility”), Community Action Kentucky, Inc. (“CAK”) and your Community Action Agency \_\_\_\_\_ (“CAA”) (collectively, the “Parties”) must share, exchange and use certain Information (defined below) about applicants and participants. We refer to the process of sharing, exchanging, and using Information as a “release” of Information. This release of Information may take place on paper or electronically. The purpose of this Authorization is to: a) get your permission for the Parties to release Information about you in connection with the Program; b) get your promise not to make a claim against the Parties arising from a release of Information; and c) ensure you understand that giving permission for the release of your Information does not guarantee your selection for or continued enrollment in the Program.

**Definition of Information:** For purposes of this Authorization, the term “**Information**” means information that includes all records about you and your ~~Natural Gas~~ ~~Natural Gas Service~~ account, including but not limited to your payment records, usage data, ~~Natural Gas Usage (MMP)~~ estimates, meter reading dates, service disconnection data, past due payments, billing due dates and amounts, pledges and partial payment agreements, information about your application and eligibility for available weatherization programs, existing third-party notification information, other benefits or subsidies you receive to cover your home heating costs, amounts of other assistance provided, any intake and benefit information from the Program, social security number, driver’s license number, age, date of birth, health information and information relating to disabilities (except for mental health or chemical dependency information from a health care provider), employment information, education level, criminal history, income and financial information and any information collected or generated by the IRS with regard to your tax liability.

**Authorization Time Periods:** If you sign this Authorization, the Parties may release your Information covering the following time periods: a) sixty (60) months before the date of this Authorization; and b) up through the latter of: (i) sixty (60) months after the date of this Authorization; or (ii) six months after the effective date that your participation in the Program ends.

**By initialing below, I accept and agree as follows:**

- A. I acknowledge that it is necessary for a release of my Information by and between the Parties so that the Parties can determine whether I would benefit from the Program, determine the level of benefits for which I may be eligible, administer the Program and study the overall effectiveness of the Program. I further understand that by authorizing the release my Information, I am not being assured of selection for, or continued enrollment in, the Program.
- B. The Parties have my express permission to release the Information for the purposes described in this Authorization.
- C. In consideration for processing my application and determining my eligibility in the Program, I release the Parties (including their directors, officers, affiliates, employees and authorized agents) from any and all liability whatsoever for, and forever discharge and waive any claim that arises in connection with, the release of the Information for the purposes described in this Authorization (“Waiver of Claims”).



D. I may withdraw this Authorization and, thus, withdraw from participation in the Program, by making a written request to my CAA. I understand that if I withdraw this Authorization, the Parties will cease to further release Information about me upon the expiration of six months after the effective date my participation in the Program ends except as may be required by law. I also understand that my withdrawal of this Authorization does not affect my Waiver of Claims above related to a release of Information that occurs before the expiration of six months after the effective date that my participation in the Program ends.

---

**Initial of Applicant/Authorized Representative**

**DISCLAIMER**

The Program, including benefit amounts and eligibility requirements, may be changed from time-to-time, which changes in some cases may require the approval by the Kentucky Public Service Commission. Benefits will be paid only so long as funding is available and you remain eligible for the benefits. Participation in a Program during any Program Year does not make you eligible to participate in any Program during a subsequent Program Year, and you will be required to reapply, and your eligibility for benefits from any Program will be reassessed for each Program Year.

No part of any Program benefit will be refunded or paid to you in cash. If a final bill otherwise shows a credit balance, part or all of which is the result of the application of a Program benefit, a refund will be made of only that portion, if any, of the final credit balance that exceeds the total Program benefits applied during the current Program Year.

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**Signature of Applicant/Authorized Representative      Date**

**Print name and relationship to Applicant of person signing above:**

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**Printed Name      Relationship (POA, Spouse, Child, etc.)**

## **Agreement Between Utility and Community Action Kentucky, Inc.**

### **Exhibit D – Data Exchanges**

Utility and CAK shall exchange the following reports electronically using an agreed-upon data transfer method that would be expected to provide adequate security for such data.

**Request File** - CAK will provide Utility with a request file that will request a new eligible customer to be enrolled or notify the utility if a customer should be removed (e.g. no longer eligible).

- i. CASTiNET ServiceId (Unique identifier in CASTiNET)
- ii. Utility Account Number (Unique identifier for the Utility)
- iii. Name on Account (optional)
- iv. Program Type (This is critical for utilities that provide Baseload, All-electric and Donation Programs)
- v. Request Type
  - a. A(Enroll)
  - b. R(remove)

**Response File** - In response to receipt of CAK's request file, the Utility will transmit a response file containing if the request was successful and if not a reason.

- i. CASTiNET ServiceId (Unique identifier in CASTiNET)
- ii. Utility Account Number (Unique identifier for the Utility)
- iii. Name on Account (optional)
- iv. Program Type (This is critical for utilities that provide Baseload, All-electric and Donation Programs)
- v. Response Type
  - a. E(nrolled) in response to A(Enroll)
  - b. R(Rejected) in response to A(Enroll) or R(remove) – will require reason
  - c. M(removed) in response to R(remove)
- vi. Date
- vii. Reason

**Removal File** – The utility will notify CAK when a customer enrolled in the Program has been removed by the utility for reasons other than a removal request from CAK. This may be because the customer is no longer eligible (e.g. requested service to be discontinued, has been disconnected for non-payment or no longer meets eligibility criteria as defined in Exhibit B.

- i. Utility Account Number
- ii. Name on Account
- iii. Program Type (electric, base load, etc)
- iv. Reason
- v. Date

**Exhibit E to HEA Program Subcontract**  
***Compensation***

Pursuant to Section IV. COMPENSATION of the Home Energy Assistance (“HEA”) Program Subcontract between CAK and Subcontractor, Community Action Kentucky, Inc. (“CAK”) will pay LKLP Community Action Council, Inc \_\_\_\_\_ (“Subcontractor”) the Compensation, as follows:

**HEA – Subsidy/SLOT Style (non-donation) Program(s)**

All funding is subject to the availability of funding from Utility.  
All program operations, including SLOTS, administration fees, and reimbursement are subject to approval by the Utility and the Kentucky Public Service Commission. The Public Service Commission may change any program at its discretion.

Subcontractor will be reimbursed for up seven percent (7%) of the total Program funds expended. This will include:

**\$25 per SLOT maintained**

\* SLOT estimated breakout will be provided upon receipt of final Exhibit A from Utility and is subject to change.

\*\* Subcontractor shall take sufficient Applications to keep SLOTS filled in case a client is removed or withdraws (e.g., Subcontractor continues taking Applications so that there are more applicants than slots.).

**Method of Payment:** Subcontractor acknowledges that CAK will pay Subcontractor the Compensation due for the Program above based on the CASTiNET SLOTS Report. Subcontractor shall inform CAK of any discrepancies/omissions in the Report and work with CAK to resolve them.

**Reimbursement of Additional Administrative Funds**

\*Subject to prior approval

**Method of Payment:** Subcontractor shall submit invoices and supporting documentation for payment of the Compensation at such intervals and in such manner as prescribed by the CAK HEA Programs Manual/CASTiNET Manual, but in no event more frequently than on a monthly basis. CAK shall pay such invoices within 30 days after its receipt of same.

**HEA – Subsidy/SLOT Style (donation) Program(s)**

Subcontractor will be reimbursed on a per SLOT basis

**\$25 per SLOT maintained**

\* SLOT estimated breakout will be provided upon receipt of final Exhibit A from Utility and is subject to change.

\*\* Subcontractor shall take sufficient Applications to keep SLOTS filled in case a client is removed or withdraws (e.g., Subcontractor continues taking Applications so that there are more applicants than slots.).

**Method of Payment:** Subcontractor acknowledges that CAK will pay Subcontractor the Compensation due for the Program above based on the CASTiNET SLOTS Report. Subcontractor shall inform CAK of any discrepancies/omissions in the Report and work with CAK to resolve them.

Program is subject to Donation rules.

### **HEA – Crisis Style Program(s)**

Subcontractor will receive eight percent (8%) of the Program funds expended.

**Estimated funding breakout is attached to this Exhibit E.**

**Method of Payment:** Subcontractor acknowledges that CAK will pay Subcontractor the Compensation due for the Program above based on payments marked as paid and included on the CASTiNET Funds Remaining Report. Subcontractor must enter the return transmittals, enter payment amounts and mark the payments as paid in CASTiNET to receive payment. Subcontractor shall inform CAK of any discrepancies/omissions in the Report and work with the Utility and CAK to resolve them.

Periodically, this funding will be compared to the benefits applied at the Utility and adjustments to Admin may be made based on differences.

**Columbia Gas**

**Program Year 20/21**

Program Name: Columbia Gas Energy Assistance Program (EAP)

Slot/Subsidy Style Program

Max Per Slot Main	\$25	\$	30,225.00
Max Additional Admin (reiml)		\$	26,265.00
<b>Max Total Administration</b>		<b>\$</b>	<b>56,490.00</b>

\* Slots and Admin \$ are subject to change as described in the Contract and Exhibit E

	Gas Only	Max \$ for Slot Maintenance	Max Additional Admin (reimbursement)
<b>Bluegrass</b>	<b>211</b>	<b>\$5,275.00</b>	\$ 4,583.88
Jessamine	10	\$250.00	
Franklin	102	\$2,550.00	
Scott	54	\$1,350.00	
Woodford	45	\$1,125.00	
<b>CAC</b>	<b>702</b>	<b>\$17,550.00</b>	\$ 15,250.65
Bourbon	26	\$650.00	
Fayette	661	\$16,525.00	
Harrison	15	\$375.00	
Nicholas	0	\$0.00	
<b>Foothills</b>	<b>73</b>	<b>\$1,825.00</b>	\$ 1,585.89
Madison	5	\$125.00	
Clark	55	\$1,375.00	
Estill	13	\$325.00	
<b>Gateway</b>	<b>23</b>	<b>\$575.00</b>	\$ 499.67
Montgomery	23	\$575.00	
Bath	0	\$0.00	
<b>Licking Valley</b>	<b>24</b>	<b>\$600.00</b>	\$ 521.39
Bracken	1	\$25.00	
Lewis	1	\$25.00	
Mason	22	\$550.00	
Robertson	0	\$0.00	
<b>Northeast</b>	<b>156</b>	<b>\$3,900.00</b>	\$ 3,389.03
Boyd	86	\$2,150.00	
Greenup	61	\$1,525.00	
Lawrence	9	\$225.00	
Carter	0	\$0.00	
<b>Big Sandy</b>	<b>18</b>	<b>\$450.00</b>	\$ 391.04
Floyd	7	\$175.00	
Martin	6	\$150.00	
Pike	5	\$125.00	
Johnson	0	\$0.00	
<b>LKLP</b>	<b>2</b>	<b>\$50.00</b>	\$ 43.45

Knott	2	\$50.00
Letcher	0	\$0.00
<b>Grand Total</b>	<b>1209</b>	<b>\$30,225.00</b>

# HEASubABCDE\_Binder1v3 - LKLP

Final Audit Report

2020-10-14

Created:	2020-10-14
By:	Roger McCann (roger@capky.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4b8bRrXyy8A_o_AH2y4moxGowWwig9t

## "HEASubABCDE\_Binder1v3 - LKLP" History

-  Document created by Roger McCann (roger@capky.org)  
2020-10-14 - 2:48:26 PM GMT - IP address: 12.179.100.34
-  Document e-signed by Roger McCann (roger@capky.org)  
Signature Date: 2020-10-14 - 2:48:54 PM GMT - Time Source: server- IP address: 12.179.100.34
-  Document emailed to Ricky Baker (r.baker@lklp.net) for signature  
2020-10-14 - 2:48:58 PM GMT
-  Email viewed by Ricky Baker (r.baker@lklp.net)  
2020-10-14 - 2:51:59 PM GMT - IP address: 66.249.88.207
-  Document e-signed by Ricky Baker (r.baker@lklp.net)  
Signature Date: 2020-10-14 - 2:53:39 PM GMT - Time Source: server- IP address: 67.141.49.194
-  Agreement completed.  
2020-10-14 - 2:53:39 PM GMT

Northeast KY Community Action  
Agency



## HOME ENERGY ASSISTANCE PROGRAM SUBCONTRACT

THIS SUBCONTRACT (“Agreement”) is made and entered into as of the 15<sup>th</sup> day of October, 2020, by and between **Community Action Kentucky, Inc.** (“CAK”), a nonprofit corporation organized and existing under the laws of the Commonwealth of Kentucky, and Northeast KY Community Action Agency, a Non-Profit Corporation organized under the laws of the Commonwealth of Kentucky (“Subcontractor” or “Operating Organization”), (each a “*Party*” and collectively “*Parties*”).

WHEREAS, by Order dated May 4, 2020 (as it may be amended or superseded, the “Order”) by the Kentucky Public Service Commission (the “Commission”) in Case No. 2019-00366, In the Matter of: Electronic Investigation of Home Energy Assistance Programs Offered by Investor-Owned Utilities Pursuant to KRS 278.285(4), the Commission set forth certain parameters for low-income home energy assistance (“HEA”) programs to assist households with low income offered by jurisdictional utilities in Kentucky and determined that HEA programs should be administered by a single administering agency that provides back-office functions and subcontracts front-office functions to community level nonprofit organizations, and

WHEREAS, in the Order, the Commission requested that CAK serve as the single administering agency for all HEA programs under the Commission’s jurisdiction, and, on June 2, 2020, CAK accepted the Commission’s invitation;

WHEREAS, CAK and each utility subject to the Order, including the utility providing services to clients in Subcontractor’s service area (“Utility”), have entered into an agreement to implement the requirements set forth in the Order (the “Utility Contract”);

WHEREAS, CAK, itself and through arrangements with community-level, non-profit organizations such as the CAAs (collectively, “Operating Organizations”), of which Subcontractor is one, agreed to provide the services described in the Utility Contract to assist Utility in implementing Utility’s HEA programs (“Programs”) to eligible residential customers of the Utility; and

WHEREAS, CAK seeks to have Subcontractor or, as approved by CAK, its subcontractor, perform certain services for the Programs as further described in this Agreement and in and subject to the terms and conditions of the Utility Contract (collectively, the “Program Services”);

NOW, THEREFORE, in consideration of the mutual obligations of the Parties hereto, each of them does hereby covenant and agree as follows:

### I. DEFINITIONS

Capitalized terms shall have the meaning ascribed to them in the text of this Agreement including as defined in Exhibit B attached hereto and incorporated herein by reference under the heading “HEA Program Terminology”. (NOTE: Exhibit D is part of the Utility Contract and is attached to this Agreement for reference only.)

### II. TERM OF AGREEMENT

A. This Agreement shall commence on the Effective Date and terminate on

September 30, 2021; *provided, however*, this Agreement shall automatically continue for successive one-year terms beginning on October 1 of each successive year unless either Party terminates in accordance with the terms of this Agreement.

B. Either Party may terminate this Agreement without cause by giving the other Party notice of its intention to terminate this Agreement no fewer than ninety (90) days prior to the end of any Program Year. In such case, this Agreement will terminate at the end of such Program Year. As used in this Agreement, the term "Program Year" shall mean October 1 of one calendar year to September 30 of the following calendar year, and each of the Programs shall have the same Program Year. Notwithstanding the foregoing, the Parties recognize that the continuation of the Programs and of this Agreement are subject to orders of the Commission. Termination of this Agreement shall not relieve either Party of its obligation to continue to perform its duties under this Agreement applicable to the final Program Year, including without limitation, Subcontractor's submission of any data in the possession of Subcontractor as may be required by CAK to fulfill an audit by Utility, and compensation by CAK to Subcontractor pursuant to the terms of this Agreement for services performed in connection with the final Program Year.

### III. SCOPE OF WORK

#### A. RESPONSIBILITIES OF CAK

1. Before the start of the Program(s) and as soon as practicable after CAK receives all the information required from Utility as reflected on **Exhibit A** attached hereto and subject to any necessary approvals by the Commission, CAK shall notify Subcontractor of the following information:

- a. The names of the Programs that are subject to this Agreement;
- b. Sufficient information to set up the Program(s) in CASTiNET (including Type of Program, eligibility criteria, maximum benefits and program dates)
- c. Slots/Funding estimated to be available for Program(s) that are subject to this Agreement, as applicable.

2. CAK will notify Subcontractor throughout the Program Year of any material changes to information about the Program(s) reflected on Exhibit A as applicable Subcontractor's operation of the Program(s). For example, a change in SLOTS or funding may be necessary between Subcontractors if insufficient SLOTS or funding is utilized. CAK reserves the right to reallocate SLOTS/funding, subject to approval by the Commission and/or Utility as applicable.

3. CAK will provide training and technical assistance as needed, including training on how to use CASTiNET to assist in operating the Programs and reporting on such operations.

4. CAK shall pay Subcontractor for Program Services in the manner described in Section IV. COMPENSATION and in the amounts set forth on **Exhibit E** ("Compensation") subject to approval of the Commission as may be applicable.

#### B. RESPONSIBILITIES OF SUBCONTRACTOR

1. Subcontractor shall render the following Program Services to CAK:
  - a. Subcontractor shall operate the HEA Programs (as may be amended or replaced from time-to-time and subject to any necessary approvals of the Commission) in accordance with Exhibit B, including the Application Process, the Program-specific rules, as well as any operating instructions provided by CAK regarding Programs;
    - i. Ensure applicants are properly screened and, before providing assistance under a Program, are eligible for the applicable assistance;
    - ii. Ensure all Program applications, transmittals, payments, payment amounts are entered into CASTiNET;
    - iii. As applicable to the Program, carry out Vendor notifications accurately and timely (for example, submitting transmittals for crisis style programs)
  - b. Carry out activities related to processing Program applications as necessary to ensure the full utilization of Program benefits. For example: SLOTS for SLOT-Subsidy programs; funds for crisis style programs. Program performance is evaluated by the appropriate filing of SLOTS and/or dispersal of funds.
  - c. Comply with all applicable elements of KRS 278.287 regarding Donation Programs;
  - d. Comply with other instructions from CAK applicable to the Programs as may be issued from time to time.
2. Subcontractor shall set up the HEA Program(s) in CASTiNET in compliance with the CASTiNET Admin Manual.
3. Subcontractor shall ensure that all its staff and subcontractors who are or may be involved in any aspect of HEA Program operations are aware of HEA Program Operations and requirements. To the extent Subcontractor desires to arrange for its own subcontractor to perform any of Subcontractor's responsibilities under this Agreement, Subcontractor shall, upon prior approval from CAK, incorporate the terms of this Agreement into a written agreement with such subcontractor causing such subcontractor to be subject to all the terms contained in this Agreement.
4. Subcontractor shall cooperate with CAK and Utility in the development of an outreach and marketing strategy for the Programs for which Subcontractor is responsible hereunder and shall implement and execute on such outreach and/or marketing strategy as applicable.
5. Subcontractor shall obtain from all Program applicants a written Authorization to Release Information and Waiver of Claims ("Authorization") in a form substantially similar to the applicable form on **Exhibit C** to this Agreement giving permission to Utility, CAK and Subcontractor to exchange information regarding an applicant/participant/customer as necessary for the administration of the Programs, and waiving any claims against Utility, CAK and Subcontractor in connection with the exchange of information and administration of the Programs.
6. Subcontractor acknowledges that Programs, including SLOTS, funding, benefit

amounts and eligibility requirements, may be modified at the discretion of the Commission and/or Utility.

7. Subcontractor shall provide documentation as requested for CAK to meet its obligation for monitoring, auditing and reporting the Programs pursuant to the Utility Contracts.

8. Subcontractor agrees to maintain, during the term of this Agreement and for four years following its termination, complete and accurate records with regard to operation of the Programs including but not limited to client files and all Subcontractor's expenses and invoices in carrying out the Programs and other obligations under this Agreement. CAK shall have the right, at any reasonable time, to inspect and audit the records maintained by Subcontractor in its ordinary course of business for to the HEA Program(s) the current Program Year and the four preceding Program Years at CAK's sole cost either through CAK's own authorized representatives or through any public accounting firm selected by CAK. Subcontractor agrees to provide CAK with all information within Subcontractor's possession that is pertinent to Program operations.

#### **IV. COMPENSATION**

A. CAK shall compensate Subcontractor for Program Services as set forth on **Exhibit E** for the applicable Program ("Compensation").

B. Subcontractor agrees that Compensation due to Subcontractor is dependent upon Subcontractor's accurate entry of Program data into CASTiNET and other documentation as applicable to the Program and the Compensation Method set forth on Exhibit E.

C. Subcontractor is responsible for managing its resources and expenditures for all obligations set forth in this Agreement and CAK's payment to Subcontractor herein shall not exceed the Compensation set forth on Exhibit E and, if applicable, approved by the Commission. Any change to Compensation after the Effective Date of this Agreement must be documented by an addendum to Exhibit E that is signed by the Parties and, if applicable, approved by the Commission.

#### **V. REGULATORY APPROVALS**

Approval by the Commission of this Agreement and the details of the Programs is required. As a result, the Parties' rights and obligations under this Agreement, and the effectiveness of this Agreement, are expressly contingent upon obtaining and maintaining such approval. The date on which the Commission approves this Agreement will be the "**Effective Date.**" To the extent that there may be, or later arise, a conflict between this Agreement and any requirement or order of the Commission, the Commission's requirement or order shall be controlling. Subcontractor agrees to cooperate with CAK and Utility in obtaining and maintaining all necessary Commission approvals for the Programs.

#### **VI. DEFAULT AND REMEDIES**

A. Each of the following events or occurrences shall constitute an "Event of Default" under

this Agreement:

1. A Parties' insolvency or declaration of bankruptcy;
2. A failure by a Party to comply with any substantive obligation attributed to it pursuant to this Agreement;
3. Disclosure or discovery that the covenants and representations made by CAK or Subcontractor requiring the fulfillment of any requirement covered under this Agreement or any other document submitted in support of this Agreement is, was, or shall be false or misleading in any material respect.

B. Notwithstanding any provisions in this Agreement to the contrary, no Event of Default shall be the basis of any claim or action unless and until the non-defaulting Party has provided the alleged defaulting party a written notice detailing the specific claimed Event(s) of Default, and the alleged defaulting party has not cured, or undertaken significant and continuing efforts to cure the alleged default within twenty (20) days of its receipt of such notice, provided that the alleged default is cured within sixty (60) days following such notice. In the absence of such cure or a legitimate dispute as to the existence of the alleged the default, the non-defaulting Party shall have the right, at its election, to suspend its performance under this Agreement until such cure is completed or the dispute is resolved, or to terminate this Agreement and pursue any other remedies available to it.

C. Neither Party shall be liable to the other for any incidental, indirect, special, punitive, or consequential damages.

## VII. FORCE MAJEURE

A. Notwithstanding any provision in this Agreement to the contrary, except for any obligation to pay money due for obligations incurred prior to the contract's termination, each Party will be excused from performance under this Agreement during the period and to the extent that such Party is unable to perform by reason of any cause beyond the control of that Party, including, but not limited to, fire, storm, drought, flood, earthquake, war, terrorism, insurrection, power failure, quarantine, fuel shortage, the application or enforcement of any law, government declaration of emergency, or the inability or delay of a Party to acquire, after the exercise of due diligence and commercially reasonable efforts under the circumstances, any necessary materials, supplies, permits, permissions and governmental actions (a "*Force Majeure Event*").

B. The Party asserting an excuse of performance due to the occurrence of Force Majeure Event shall give notice of same to the non-claiming Party, including a description of the Force Majeure Event, a good faith estimate of the anticipated duration of the Force Majeure Event and a description of the claiming Party's efforts, if any, to terminate the Force Majeure Event or to limit its effects on the claiming Party's performance of this Agreement.

## VIII. CONFIDENTIALITY

A. As used in this Agreement, “Confidential Information” means any information obtained or developed by the Parties about individual applicants and participants under the Program ( “Program Applicants”) and that is disclosed by one Party to the other Party, whether before or during the term of this Agreement, including but not limited to nonpublic, individually identifiable personal information where the privacy or security of such information is subject to a local, state or federal law governing the privacy or security of such information, and information that is derived from the Confidential Information (for example through testing, analysis, processing, nonpublic reporting).

B. Except as otherwise expressly permitted in writing by a Party’s authorized representative, each of the Parties agrees to protect and maintain as confidential all Confidential Information obtained from another party and shall not:

1. use such Confidential Information received from another Party for any purpose other than in connection with the implementation, operation, evaluation, and oversight of the Program;
2. disseminate or use Confidential Information for any purpose beyond the limited purpose in this Agreement;
3. disclose, reveal or otherwise provide access to Confidential Information to any person or entity other than a Party’s employees, directors, officers, agents and consultants who (i) have a need to know to further the purpose of this Agreement; (ii) have been advised of the information’s confidential status; and (iii) are subject to legally binding obligations of confidentiality as to such information no less restrictive than those contained in this Agreement; provided, however, that the Party who received it shall at all times be fully responsible to the Party who disclosed it for the compliance by such persons and entities with this Agreement; or
4. give, sell, or otherwise provide or make available Confidential Information to any other individual, firm, partnership, corporation, or agency not a party to this Agreement.

C. The Parties understand and agree that to the extent Confidential Information must be used or reflected in Utility’s billing or accounting systems for purposes of the Programs or Utility’s routine operations, Utility’s usual restrictions on dissemination and availability of customer information shall be sufficient for purposes of satisfying its obligations under this Agreement with respect to Confidential Information.

D. All anecdotal reports containing or using Confidential Information shall use fictitious names, addresses, employers, and other identifiers.

E. Nothing herein shall limit the use of Confidential Information as necessary to implement, document, evaluate, or monitor the Programs or to comply with any court or regulatory agency proceeding or filing to which they may be subject. To the extent Confidential Information is included in any such proceeding or filing, however, the Parties agree to make reasonable efforts to protect its confidentiality.

## **IX. INSURANCE**

A. Subcontractor shall procure and maintain, the following insurance coverage throughout the term of this Agreement:

1. Commercial general liability insurance covering claims of bodily injury, property damage and professional liability insurance and/or Errors and Omissions insurance in an amount not less than \$500,000 per claim or per occurrence.

2. The commercial general liability policy shall include CAK and its officers, directors, and employees as an additional named insureds and shall include a waiver of subrogation in favor of the additional insureds with respect to CAK's liability arising out of Subcontractor's operations.

3. The insurance required by this paragraph is in addition to and separate from any other obligations contained in the Agreement. If any of the policies indicated above are placed on a "claims-made" basis, such coverage shall be maintained for a period of not less than five years following the termination of this Agreement and Subcontractor shall have the right to recover a portion of the premiums as part of the Program Costs. The above-referenced limit requirements may be met by any combination of umbrella or excess and primary policies so long as the total limit of insurance requirement is met. The required coverages referred to herein shall in no way affect, nor are they intended as a limitation of, Subcontractor's liability with respect to its performance under this Agreement; notwithstanding the foregoing, Subcontractor shall not be liable to CAK for any claim or occurrence covered by insurance but for CAK's failure to provide timely notification of such claim or occurrence.

## **X. INDEMNIFICATION**

To the extent permitted by law, each Party shall indemnify, and save the other harmless from and against any liabilities, costs, and claims, including judgments rendered against, and fines and penalties imposed upon, such Party, with reasonable attorney's fees and all other costs of litigation (collectively, "*Claims*"), to the extent, and only to the extent, such Claims result from the gross negligence or willful misconduct of the indemnifying Party, its employees, agents, or subcontractors, in connection with the performance of this Agreement, and provided the claim for indemnification for Claims is asserted within the statute of limitations applicable to the Claims. Any indemnification of a Party shall to the same extent apply to such Party's directors, officers, employees, agents, and affiliated companies (including any joint ventures of which the indemnified Party or any of its affiliates are a member and the other members of such joint ventures), and the directors, officers, employees and agents thereof.

## **XI. GOVERNING LAW AND CONSTRUCTION OF SUBCONTRACT**

The Parties' rights and obligations under this Agreement and the validity and construction of the Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Kentucky without regard to any conflicts of laws or other doctrines that could result in the application of the law of another jurisdiction. This Agreement has been negotiated by both Parties, and it shall not be interpreted or construed for or against Subcontractor or CAK. The words "includes" or "including" shall be understood as though they were followed in each case by the words "without limitation."

## **XII. ENTIRE AGREEMENT**

This Agreement, its Exhibits, and any documents referred to herein are incorporated herein and are a part of this Agreement. This Agreement contains all the terms, conditions and promises applicable to the subject matter of this Agreement. No modification or waiver of this Agreement, or any provision thereof, shall be valid or binding unless it is in writing and executed by both of the Parties. No waiver by either Party of any default or breach of any term or provision of this Agreement shall be construed as a waiver of any succeeding default or breach of the same or another term or provision of the Agreement.

**XIII. NO OTHER BENEFICIARIES**

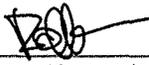
This Agreement is solely between CAK and Subcontractor, and nothing in this Agreement, or the Programs shall be construed as creating any rights or claims in any third party.

**XIV. MISCELLANEOUS**

All of the provisions of this Agreement which expressly extend beyond the expiration or termination of this Agreement, including insurance obligations, indemnification obligations, confidentiality obligations, and limitations of liability, shall survive expiration or termination of this Agreement and remain in full force and effect in accordance with the terms of such provisions. If any provision of the Agreement is held to be invalid, such invalidity shall not affect the remaining provisions of the Agreement. Headings are provided for the convenience of the Parties and shall not affect the interpretation of any provision of this Agreement. This Agreement may be executed in counterparts, which counterparts taken together shall constitute the executed Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above, but effective as provided herein.

Agreed to and Signed By:

BY:   
Roger McCann (Oct 14, 2020 10:44 EDT)  
\_\_\_\_\_  
Roger McCann, Executive Director  
Community Action Kentucky

Oct 14, 2020  
\_\_\_\_\_  
Date

BY: David Carroll  
David Carroll (Oct 14, 2020 13:57 EDT)  
\_\_\_\_\_  
David Carroll, Executive Director  
\_\_\_\_\_  
Northeast KY Community Action Agency

Oct 14, 2020  
\_\_\_\_\_  
Date



Utility: \_\_\_\_\_ Program Year: \_\_\_\_\_

**Exhibit A – Program Funding and Designation of Program(s) Utility will Offer**

**Utility Program Funding**

**Customer Charge on Residential Bills:**

Customer Charge per meter: \$ 0.30

Estimated Funding: \$ \_\_\_\_\_

**A description of current and future shareholder funding levels & other non-residential donations allocated to the HEA Program(s):** \_\_\_\_\_

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Utility: \_\_\_\_\_ Program Year: \_\_\_\_\_

**Programs Utility Will Offer**

*Please complete a copy of this form for **each** HEA Program that Utility will offer during the Program Year.*

**Program Name:** \_\_\_\_\_

**Program Type:** \_\_\_\_\_ Options: Slot/Subsidy; Crisis

**Utility Program Contacts:**

**Contact Information**

**Primary Name:** \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Invoices should be submitted to Name:** \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Reports should be submitted to the following email(s)** \_\_\_\_\_

**Eligibility:**

**Maximum allowable Income (Percentage of Poverty):** \_\_\_\_\_

**Crisis Situation (for Crisis Style):** \_\_\_\_\_

**Last Day to enroll client to receive the first month's benefit** \_\_\_\_\_

**Benefit Types & Dates:**

*Please list the benefit types (e.g. electric, natural gas, electric (non-heating),...) available for this component, the Benefit Amount the client can receive (e.g., \$x / month; up to \$x max; 1 time \$x benefit) and the months the program/benefit is available (e.g., 7 months – Jan Feb Mar April July Aug Sep; 4 months - Jan Feb Mar April; Start to End Date).*

*For example:*

- *Crisis style program for Electric benefits up to \$100 from Jan 1 to April 1*
- *Subsidy/slot style program for Electric and Natural Gas benefits (\$80 and \$50 respectively) for the months of Jan, Feb, Mar, April, July, Aug and Sept*

<b>Benefit Type</b>	<b>Benefit Amount</b>	<b>Timeframe (Benefit Months Or Application Period)</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Utility: \_\_\_\_\_ Program Year: \_\_\_\_\_

**Preliminary Funding/Slots based on residential customers**

*(\*slots/funding can be adjusted as needed)*

**Total Funding:** \_\_\_\_\_ *(Available funding for this component)*

**Will funding for the Program fall under the "Voluntary energy cost assistance fund" as defined by KRS 278.287? YES / NO**

Region/County (if applicable)	Benefit Type	Slots/\$
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

## Exhibit B – HEA Program Operations and HEA Program Terminology

Agreement Between Utility and Community Action Kentucky, Inc.

### HEA Program Operations

**Note: The term “program” herein means HEA program unless the context otherwise requires a different meaning. See Exhibit B-1 for Common HEA Terminology.**

1. **Application Process (Applicable to all Programs)** – Any person who inquires shall be informed of the eligibility requirements and the rights and obligations of applicants in the program
  - a. **Application Period** - Each HEA program has its own application process. Please see program specific Application Period
  - b. **Screening, Eligibility Determination and Participant Identification.**
    - i. Operating Organizations shall take an initial screening application from all persons seeking to participate in the HEA programs and shall evaluate the information to make a preliminary determination whether applicant qualifies for the program. This includes:
      1. Ensure all required information has been provided by the applicant to determine if the household is eligible.
        - a. Determine that the household is responsible for home energy costs for an eligible energy type for the utility that they are applying for. If applicable, applicant will self-declare if the energy type is primary or secondary for heating.
        - b. The household does not exceed the income threshold for HEA program eligibility as defined in Exhibit A. The income threshold is based on the percentage of the federal poverty guidelines as of the start of the program year.
          - i. Income documentation and calculations will follow the LIHEAP program rules.
        - c. Meet other program specific eligibility requirements. See  program specific Eligibility Requirements
      2. Obtain release/waiver from the applicant in the form of  Exhibit B.C  
Alternate methods of collecting the release/waiver will be accepted to accommodate applicants as needed.
    - ii. Notify Utility of Eligible Clients
      1. Prioritization criteria will be used to determine whether an eligible applicant will be submitted to the utility.
        - a. There will be no carryover or preference for past HEA program participants
        - b. Clients will be submitted to the Utility based on their prioritization using a predefined format (See program specific Utility Notification Requirements)
        - c. See program Specific Client Prioritization for additional criteria.
    - iii. Utility shall verify applications submitted to ensure the application meets the utility related eligibility requirements. This includes:

1. Determine that the applicant meets the following requirements:
    - a. Be an Active Residential Customer of Utility
    - b. Provide Utility with access for monthly meter readings;
    - c. Meet other program specific Utility Eligibility Requirements
  - iv. Utility shall notify Operating Organization with the disposition (e.g. did the client get enrolled, receive a benefit, etc.)
    1. See program specific Disposition Notification Requirements
  - v. Utility will apply the benefit(s) in the form of a credit to the customer's account in accordance with the following:
    1. Participant's benefits as defined in the program specific Program Benefits Section
    2. Utility will respond to general billing questions from Program participants, including inquiries regarding the details of the application of credits to their Utility bills pursuant to the Programs.
  - vi. Termination of Services
    1. See program specific Termination of Services
- c. Compliance, Monitoring and Reporting**
- i. Keep appropriate records. The program is subject to monitoring by CAK, Utility, Management Auditor, or designee. This includes:
    1. The implementation and ongoing operation of the program,
    2. The data collected and reported for the program
2. **Specific Program Type Rules:** Utility will identify the type of program(s) that will be operated as part of Exhibit A. Below are the program specific rules (in addition to generic rules described in Item 2 above) that will apply depending on the program type.
- a. **Subsidy/Slot Style Program Type:**
    - i. **Overview:** Utility customers (households) apply for the program, and if they meet the eligibility criteria they are approved for placement on a waitlist. The households are ranked with a prioritization system. Households are then selected from the waitlist based on their priority ranking and submitted to the utility. The utility will evaluate the customer further and either accept the household for enrollment into a slot or reject them. Once accepted into a slot, the utility will credit the customer accounts with a pre-determined dollar amount, over a pre-determined period of time.
    - ii. **Application Period:**
      1. Clients can apply for the program at any time during the program year (10/1 to 9/30 or until no more benefit months are available).
      2. Clients are encouraged to apply during the LIHEAP Subsidy application window, which allows clients to simultaneously apply for the LIHEAP and the HEA programs.
    - iii. **Eligibility Requirements**
      1. No additional program specific requirements
    - iv. **Prioritization Requirements**
      1. Applications will be prioritized by CASTINET based on the following criteria:

- a. \_\_\_\_\_
  2. All clients that applied prior to the Initial Enrollment Date (as specified in Exhibit A) will be prioritized and considered for the initial enrollment batch submitted to the Utility.
  3. After the Initial Enrollment, the waitlist will contain all approved applications that were not previously submitted
  4. Applications with the highest priority will be submitted to the utility for enrollment as slots are available for the county/region/benefit type using the Utility Notification Requirements.
    - a. Slots may be moved by CAK after the initial enrollment to ensure maximum utilization of funds.
- v. Utility Notification Requirements**
1. Utility will be notified via the request file in Exhibit D
- vi. Utility-Verified Eligibility Requirements**
1. Utility will verify that the customer's account does not:
    - a. Have their service disconnected at the residence for which benefits will be credited
    - b. Reside in a multi-unit single meter building
  2. Utility will verify and notify CAK (via the Disposition Notification) of any discrepancies that prevent enrollment of the client.
- vii. Disposition Notification Requirements**
1. Dispositions will be returned from the Utility via the response file described in Exhibit D
- viii. Program Benefits**
1. Utility will apply the Benefit Amount based on the Benefit Type for each of the benefit timeframe (months) as specified in Exhibit A
  2. Participant's benefits under the Programs shall begin with the participant's first Utility billing cycle following the participant's admission to the Program, provided that such billing cycle falls within a Benefit month, unless otherwise specified.
- ix. Termination of Participation.**
1. Utility will notify CAK if an enrolled client's service is discontinued, or the enrolled client no longer meets the eligibility requirements, via a removal file (see Exhibit D), and will remove the client from the program.
  2. CAK/Operating Organization will notify Utility to remove the client from the program via the request file (see Exhibit D) if they learn that an enrolled client is no longer eligible, or participant chooses to voluntarily withdraw from the program.
  3. If the benefit of participant in the Programs is terminated, credits to the participant's Utility account shall terminate the billing month following the date the participant is no longer eligible to participate in the Programs, unless otherwise specified.
  4. All clients will be removed at the end of the program.

- b. Crisis Style Program Type:** A Crisis style utility assistance program provides benefits to customers to resolve a crisis, usually related to a hardship that the customer has experienced. For example, a customer may require assistance to avoid a disconnect, needs help with a past due balance, or needs help to pay their bill as the result of a natural disaster, medical emergency, and/or other hardship.
- i. Application Period:**
    1. Clients can apply for the program during the Application Period specified in Exhibit A or until funds have been depleted. Client will have a 5 working day pending period to provide additional information.
      - a. Extensions to the 5 working day requirements may be granted if circumstances exist that are out of the client's control and would cause an undue burden to the client. Any extension shall be documented and equally accessible to all clients. Examples that would warrant an extension: natural disaster in the area; office closures that prevents the client from bringing in documentation;
  - ii. Eligibility Requirements**
    1. Client must be in a Crisis Situation as defined in Exhibit A.
    2. Must not be disconnected for nonpayment at the time of the application or work with the utility to be reconnected.
  - iii. Prioritization Requirements**
    1. Clients will be served on a first come first serve basis.
    2. To achieve maximum utilization of funds, operating agencies may move funds between counties in their service territory and CAK may move funds between operating agencies. Reasonable efforts shall be made to serve clients based on the original allocations to ensure equal access to services in all areas.
  - iv. Utility Notification Requirements**
    1. Operating Organizations will notify Utility using CASTINET Transmittals.
  - v. Utility-Verified Eligibility Requirements**
    1. Utility will verify that the customer's account does not:
      - a. Have their service disconnected at the residence for which benefits will be credited
    2. Utility will verify and notify Operating Agency (via the Disposition Notification) of any discrepancies that prevent applying the program benefit.
  - vi. Disposition Notification Requirements**
    1. Utility will return the transmittal with accounts that have credits applied or that have been rejected
    2. Operating Organization will update the disposition information in CASTINET.
  - vii. Program Benefits**
    1. Utility will apply the Benefit Amount based on the Benefit Type as specified in Exhibit A.

## **HEA Program Terminology**

(Note: These terms most often do not appear with an initial cap in Exhibit B or other program documents due to the frequency with which these terms are used; nevertheless, unless the context otherwise requires, these terms have the following meanings regardless of the case of the first letter.)

**Account Number-** the unique identifier associated with a utility account that associates it with a particular service or meter.

**Active Customer:** At the time of application, the client must have an account with the utility that is open and can accept the program benefits

**All-Electric-** a Household that uses only electricity for heating and cooling, i.e., the Household does not use propane or Natural Gas for either heating or cooling.

**Applicant-** a) an individual who applies for services on behalf of a Household or alternatively b) the Household who has applied for services. Applicant and Household may be used interchangeably unless the context otherwise requires.

**Approved / Approved Application -** an Applicant who is approved after having applied and being determined as *eligible* to participate in an HEA program. To be Approved does not mean that Applicant will receive a benefit. An Approved Applicant is eligible to either placed into a SLOT when it becomes available or be provided another available benefit. (See definitions of Enrolled and Enrollment.)

**Base Load-** a Household that uses a fuel source other than electricity for heating. For example, the Household may have a furnace that uses Natural Gas or propane as the heat source.

**Client-** refers to an individual who seeks help with home energy needs from an Operating Organization.

**Customer-** refers to an individual who is a utility customer.

**Denial / Denied Application-** the process of denying an application because the Applicant is ineligible. For example, an Applicant may be above the income level allowed for the HEA program.

**Enrolled / Enrollee-** a status that indicates a Household's utility account has been assigned to a SLOT, pledge voucher or some other mechanism by which they will receive a benefit.

**Enrollment-** the process of placing Household into a position where they will receive a benefit, i.e., to be enrolled. An example would be an Applicant that has been placed into a SLOT after having been on a waitlist.

**Expired –** an Application that is not carried over from one program year to the next. Example: An application may be approved and placed onto a waitlist, but because no SLOT was available, the application "expires" and is purged from the waitlist prior to the new program year.

**Household-** a individual person or group of people who live together and share a utility service, energy source, water or sewer connection (i.e., utility account). The people in a Household may not necessarily be related.

**Individual-** a person who lives in a Household. This person may or may not be the Applicant.



**Initial Enrollment Date** – The Date is determined by taking the cutoff date provided by the utilities to ensure the first month’s credit can be applied to the client’s account and an adequate number of days prior to ensure timely file exchanges.

**Management Auditor** – a organization selected by the Commission to perform a management audit.

**Participant**- a Household who a) has been Enrolled and b) is receiving or has received a program benefit. A Household whose utility account has been assigned to a SLOT, pledge voucher or other benefit mechanism. Same as Enrolled or Enrollee.

**Pending Application**- an Application that has started, but has not been completed. This may occur if the Applicant has not provided adequate eligibility documentation, utility account information or similar. Applications will remain in Pending status until either Approved or the Pending Application Period has expired.

**Pending Application Period**- the time period that an Applicant’s Application may remain in Pending status before being automatically denied. The default application period is 5 calendar days. An Applicant whose Application is automatically denied during the pending period may re-apply.

**Percent of Poverty**- Percent of Poverty (POP) refers to the U.S. Federal Poverty Guidelines published by the United States Department of Health and Human Services (HHS).

**Priority**- the ranking of Applicants based on a calculation. Applicants who are on a waitlist are selected for SLOTS based on their priority points.

**Removed**- a status that indicates a Household who was Enrolled has been unenrolled. This may occur when a Household closes an account or moves out of a service territory. Typically occurs because of a utility action.

**Recertification**- the process of a) retaining an Enrollee/Participant from one period to the next, b) automatically or semi-automatically re-enrolling a Participant based on prior participation in a program.

**Withdrawn**- A status that indicates a Household has opted to leave an HEA program. This is usually assumed to be voluntary. This may occur when a Household closes an account or moves out of a service territory.

**Waitlist**- A list of Households or utility accounts, who have applied and been determined to be eligible for a “SLOT”. Applicants on a waitlist are prioritized. Applicants are selected and placed in a SLOT based on their Priority (see above definition).

**Rejected**- An applicant that was approved based on eligibility and submitted to a utility but was not accepted or rejected for enrollment into a benefit program. This may occur when an Applicant was placed onto a waitlist and then their account closed.

**Void / Voided Application**- The status of an Application. Typically, an Application is Void or Voided because it contains an error and is “voided” so that it can be replaced with another Application.

Agreement Between Utility and Community Action Kentucky, Inc.

Exhibit C – Waiver/Release

**AUTHORIZATION TO RELEASE INFORMATION AND WAIVER OF CLAIMS**  
**(“AUTHORIZATION”)**

**Purpose of this Authorization:** To be eligible for the \_\_\_\_\_ (“Program”), \_\_\_\_\_ (“Utility”), Community Action Kentucky, Inc. (“CAK”) and your Community Action Agency \_\_\_\_\_ (“CAA”) (collectively, the “Parties”) must share, exchange and use certain Information (defined below) about applicants and participants. We refer to the process of sharing, exchanging, and using Information as a “release” of Information. This release of Information may take place on paper or electronically. The purpose of this Authorization is to: a) get your permission for the Parties to release Information about you in connection with the Program; b) get your promise not to make a claim against the Parties arising from a release of Information; and c) ensure you understand that giving permission for the release of your Information does not guarantee your selection for or continued enrollment in the Program.

**Definition of Information:** For purposes of this Authorization, the term “**Information**” means information that includes all records about you and your ~~Natural Gas~~ ~~Electric Service~~ account, including but not limited to your payment records, usage data, ~~Natural Gas Usage (AMI)~~ ~~Electric Usage (AMI)~~ estimates, meter reading dates, service disconnection data, past due payments, billing due dates and amounts, pledges and partial payment agreements, information about your application and eligibility for available weatherization programs, existing third-party notification information, other benefits or subsidies you receive to cover your home heating costs, amounts of other assistance provided, any intake and benefit information from the Program, social security number, driver’s license number, age, date of birth, health information and information relating to disabilities (except for mental health or chemical dependency information from a health care provider), employment information, education level, criminal history, income and financial information and any information collected or generated by the IRS with regard to your tax liability.

**Authorization Time Periods:** If you sign this Authorization, the Parties may release your Information covering the following time periods: a) sixty (60) months before the date of this Authorization; and b) up through the latter of: (i) sixty (60) months after the date of this Authorization; or (ii) six months after the effective date that your participation in the Program ends.

**By initialing below, I accept and agree as follows:**

- A. I acknowledge that it is necessary for a release of my Information by and between the Parties so that the Parties can determine whether I would benefit from the Program, determine the level of benefits for which I may be eligible, administer the Program and study the overall effectiveness of the Program. I further understand that by authorizing the release my Information, I am not being assured of selection for, or continued enrollment in, the Program.
- B. The Parties have my express permission to release the Information for the purposes described in this Authorization.
- C. In consideration for processing my application and determining my eligibility in the Program, I release the Parties (including their directors, officers, affiliates, employees and authorized agents) from any and all liability whatsoever for, and forever discharge and waive any claim that arises in connection with, the release of the Information for the purposes described in this Authorization (“Waiver of Claims”).

D. I may withdraw this Authorization and, thus, withdraw from participation in the Program, by making a written request to my CAA. I understand that if I withdraw this Authorization, the Parties will cease to further release Information about me upon the expiration of six months after the effective date my participation in the Program ends except as may be required by law. I also understand that my withdrawal of this Authorization does not affect my Waiver of Claims above related to a release of Information that occurs before the expiration of six months after the effective date that my participation in the Program ends.

---

**Initial of Applicant/Authorized Representative**

**DISCLAIMER**

The Program, including benefit amounts and eligibility requirements, may be changed from time-to-time, which changes in some cases may require the approval by the Kentucky Public Service Commission. Benefits will be paid only so long as funding is available and you remain eligible for the benefits. Participation in a Program during any Program Year does not make you eligible to participate in any Program during a subsequent Program Year, and you will be required to reapply, and your eligibility for benefits from any Program will be reassessed for each Program Year.

No part of any Program benefit will be refunded or paid to you in cash. If a final bill otherwise shows a credit balance, part or all of which is the result of the application of a Program benefit, a refund will be made of only that portion, if any, of the final credit balance that exceeds the total Program benefits applied during the current Program Year.

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**Signature of Applicant/Authorized Representative**      **Date**

**Print name and relationship to Applicant of person signing above:**

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**Printed Name**      **Relationship (POA, Spouse, Child, etc.)**

## **Agreement Between Utility and Community Action Kentucky, Inc.**

### **Exhibit D – Data Exchanges**

Utility and CAK shall exchange the following reports electronically using an agreed-upon data transfer method that would be expected to provide adequate security for such data.

**Request File** - CAK will provide Utility with a request file that will request a new eligible customer to be enrolled or notify the utility if a customer should be removed (e.g. no longer eligible).

- i. CASTiNET ServiceId (Unique identifier in CASTiNET)
- ii. Utility Account Number (Unique identifier for the Utility)
- iii. Name on Account (optional)
- iv. Program Type (This is critical for utilities that provide Baseload, All-electric and Donation Programs)
- v. Request Type
  - a. A(Enroll)
  - b. R(emove)

**Response File** - In response to receipt of CAK's request file, the Utility will transmit a response file containing if the request was successful and if not a reason.

- i. CASTiNET ServiceId (Unique identifier in CASTiNET)
- ii. Utility Account Number (Unique identifier for the Utility)
- iii. Name on Account (optional)
- iv. Program Type (This is critical for utilities that provide Baseload, All-electric and Donation Programs)
- v. Response Type
  - a. E(nrolled) in response to A(Enroll)
  - b. R(Rejected) in response to A(Enroll) or R(emove) – will require reason
  - c. M(removed) in response to R(emove)
- vi. Date
- vii. Reason

**Removal File** – The utility will notify CAK when a customer enrolled in the Program has been removed by the utility for reasons other than a removal request from CAK. This may be because the customer is no longer eligible (e.g. requested service to be discontinued, has been disconnected for non-payment or no longer meets eligibility criteria as defined in Exhibit B.

- i. Utility Account Number
- ii. Name on Account
- iii. Program Type (electric, base load, etc)
- iv. Reason
- v. Date

**Exhibit E to HEA Program Subcontract**  
***Compensation***

Pursuant to Section IV. COMPENSATION of the Home Energy Assistance (“HEA”) Program Subcontract between CAK and Subcontractor, Community Action Kentucky, Inc. (“CAK”) will pay  
Northeast KY Community Action Agency \_\_\_\_\_ (“Subcontractor”) the  
Compensation, as follows:

**HEA – Subsidy/SLOT Style (non-donation) Program(s)**

All funding is subject to the availability of funding from Utility.  
All program operations, including SLOTS, administration fees, and reimbursement are subject to approval by the Utility and the Kentucky Public Service Commission. The Public Service Commission may change any program at its discretion.

Subcontractor will be reimbursed for up seven percent (7%) of the total Program funds expended.  
This will include:

**\$25 per SLOT maintained**

\* SLOT estimated breakout will be provided upon receipt of final Exhibit A from Utility and is subject to change.

\*\* Subcontractor shall take sufficient Applications to keep SLOTS filled in case a client is removed or withdraws (e.g., Subcontractor continues taking Applications so that there are more applicants than slots.).

**Method of Payment:** Subcontractor acknowledges that CAK will pay Subcontractor the Compensation due for the Program above based on the CASTiNET SLOTS Report. Subcontractor shall inform CAK of any discrepancies/omissions in the Report and work with CAK to resolve them.

**Reimbursement of Additional Administrative Funds**

\*Subject to prior approval

**Method of Payment:** Subcontractor shall submit invoices and supporting documentation for payment of the Compensation at such intervals and in such manner as prescribed by the CAK HEA Programs Manual/CASTiNET Manual, but in no event more frequently than on a monthly basis. CAK shall pay such invoices within 30 days after its receipt of same.

**HEA – Subsidy/SLOT Style (donation) Program(s)**

Subcontractor will be reimbursed on a per SLOT basis

**\$25 per SLOT maintained**

\* SLOT estimated breakout will be provided upon receipt of final Exhibit A from Utility and is subject to change.

\*\* Subcontractor shall take sufficient Applications to keep SLOTS filled in case a client is removed or withdraws (e.g., Subcontractor continues taking Applications so that there are more applicants than slots.).

**Method of Payment:** Subcontractor acknowledges that CAK will pay Subcontractor the Compensation due for the Program above based on the CASTiNET SLOTS Report. Subcontractor shall inform CAK of any discrepancies/omissions in the Report and work with CAK to resolve them.

Program is subject to Donation rules.

### **HEA – Crisis Style Program(s)**

Subcontractor will receive eight percent (8%) of the Program funds expended.

**Estimated funding breakout is attached to this Exhibit E.**

**Method of Payment:** Subcontractor acknowledges that CAK will pay Subcontractor the Compensation due for the Program above based on payments marked as paid and included on the CASTiNET Funds Remaining Report. Subcontractor must enter the return transmittals, enter payment amounts and mark the payments as paid in CASTiNET to receive payment. Subcontractor shall inform CAK of any discrepancies/omissions in the Report and work with the Utility and CAK to resolve them.

Periodically, this funding will be compared to the benefits applied at the Utility and adjustments to Admin may be made based on differences.

**Columbia Gas**

**Program Year 20/21**

Program Name: Columbia Gas Energy Assistance Program (EAP)

Slot/Subsidy Style Program

Max Per Slot Main	\$25	\$	30,225.00
Max Additional Admin (reim)		\$	26,265.00
<b>Max Total Administration</b>		<b>\$</b>	<b>56,490.00</b>

\* Slots and Admin \$ are subject to change as described in the Contract and Exhibit F

			<b>Max Additional Admin</b>
	<b>Gas Only</b>	<b>Max \$ for Slot Maintenance</b>	<b>(reimbursement)</b>
<b>Bluegrass</b>	<b>211</b>	<b>\$5,275.00</b>	\$ 4,583.88
Jessamine	10	\$250.00	
Franklin	102	\$2,550.00	
Scott	54	\$1,350.00	
Woodford	45	\$1,125.00	
<b>CAC</b>	<b>702</b>	<b>\$17,550.00</b>	\$ 15,250.65
Bourbon	26	\$650.00	
Fayette	661	\$16,525.00	
Harrison	15	\$375.00	
Nicholas	0	\$0.00	
<b>Foothills</b>	<b>73</b>	<b>\$1,825.00</b>	\$ 1,585.89
Madison	5	\$125.00	
Clark	55	\$1,375.00	
Estill	13	\$325.00	
<b>Gateway</b>	<b>23</b>	<b>\$575.00</b>	\$ 499.67
Montgomery	23	\$575.00	
Bath	0	\$0.00	
<b>Licking Valley</b>	<b>24</b>	<b>\$600.00</b>	\$ 521.39
Bracken	1	\$25.00	
Lewis	1	\$25.00	
Mason	22	\$550.00	
Robertson	0	\$0.00	
<b>Northeast</b>	<b>156</b>	<b>\$3,900.00</b>	\$ 3,389.03
Boyd	86	\$2,150.00	
Greenup	61	\$1,525.00	
Lawrence	9	\$225.00	
Carter	0	\$0.00	
<b>Big Sandy</b>	<b>18</b>	<b>\$450.00</b>	\$ 391.04
Floyd	7	\$175.00	
Martin	6	\$150.00	
Pike	5	\$125.00	
Johnson	0	\$0.00	
<b>LKLP</b>	<b>2</b>	<b>\$50.00</b>	\$ 43.45

Knott	2	\$50.00
Letcher	0	\$0.00
<b>Grand Total</b>	<b>1209</b>	<b>\$30,225.00</b>



# HEASubABCDE\_Binder1v3 - Northeast

Final Audit Report

2020-10-14

Created:	2020-10-14
By:	Roger McCann (roger@capky.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAefdPuP83bR20VMmqziKt_5Ncw8_UNVrl

## "HEASubABCDE\_Binder1v3 - Northeast" History

-  Document created by Roger McCann (roger@capky.org)  
2020-10-14 - 2:43:33 PM GMT- IP address: 12.179.100.34
-  Document e-signed by Roger McCann (roger@capky.org)  
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-  Document emailed to David Carroll (david.carroll@nkcaa.net) for signature  
2020-10-14 - 2:44:03 PM GMT
-  Email viewed by David Carroll (david.carroll@nkcaa.net)  
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-  Document e-signed by David Carroll (david.carroll@nkcaa.net)  
Signature Date: 2020-10-14 - 5:57:00 PM GMT - Time Source: server- IP address: 173.190.105.10
-  Agreement completed.  
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