



# **FOCUS ON ENERGY®**

## **Policy Manual**

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## DEFINITIONS

**ACHIEVED SAVINGS:** Savings for which a payment approval workflow has been completed in the Database, and the Database indicates the Incentive is “pending export”, “payment approved”, “exported for payment”, “pending export for payment” or “paid”.

**ADDENDUM or ADDENDA:** A written change to the Agreement, which is only effective when signed by an authorized representative of both the Implementer and Administrator.

**ADMINISTRATIVE COST(S):** The costs not directly associated with a specific program activity, but which are necessary to the development and administration of the programs. Administrative costs include: record keeping, payroll, accounting, auditing, billing, business management, budgeting and related activities, overhead allocation and other costs necessary to direct the organization of the Program, but do not include Program evaluation. The Implementer shall assist the Administrator in tracking Administrative Costs incurred by the Program and assist in reporting such costs upon request in a timely manner.

**ADMINISTRATOR:** The Contractor hired by SEERA to develop and administer the statewide Focus on Energy energy efficiency and renewable energy programs under Wis. Stat. §196.375(2)(a).

**AGRICULTURAL PRODUCER:** A Wisconsin business growing or raising living agriculture products such as grain, livestock, milk, poultry, fruits, vegetables, green-house products, bees and honey, fish, or shellfish. Businesses that process these raw products such as grain elevators (grain handling and drying operations other than those residing on grain farms), feed mills, cheese producers, meat or poultry processes, fruit or vegetable processors, or ethanol plants, are NOT considered Agricultural Producers, as they are classified as PROCESSORS rather than producers.

**APPLICATION:** A request for an Incentive for an eligible Measure(s) submitted by a Customer or Trade Ally or other party related to a project.

**AUTHORIZED REPRESENTATIVE:** A representative of a Party duly authorized to legally bind the Party.

**BENEFICIAL ELECTRIFICATION:** Strategies that reduce energy consumption (total source Btu), lower consumer costs, and reduce greenhouse gas emissions. In implementing beneficial electrification strategies for Focus on Energy, the criterion to lower consumer costs shall be broadly interpreted and may consider both energy and non-energy costs over a project's lifetime. [PSC REF#: 524088](#).

**BILLING RATE:** Combined rate that includes labor, fringe, indirect costs, overhead, profit, etc.

**BUDGET COST LINE ITEMS:** The Focus on Energy cost categories which include Technical & Customer Support, Administrative Costs and Incentives.

**BUSINESS DAY(S):** Days not including Saturdays, Sundays or Federal Holidays. Unless otherwise specified, the presumption is that all references to days refer to business days.

**BUSINESS PORTFOLIO:** The group of Focus on Energy programs providing energy efficiency and renewable energy offerings to Utility Customers served on non-residential rates or tariffs.

Businesses, including Agricultural Producers, operating under residential rates may also participate if they otherwise meet the eligibility requirements for Business Portfolio programs. These programs are designed to serve commercial, industrial, Agricultural Producers, schools, Local Units of Government, and non-local government Customers.

**CHAPTER PSC 137:** Wis. Admin. Code ch. PSC 137.

**COMMISSION OR PSC:** The Public Service Commission of Wisconsin.

**COMMITTED INCENTIVE(S):** An Incentive in an Incentive Application for which a pre-approval workflow has been completed in the Database, but the Incentives will not be paid until a future date. Also known as obligated incentives.

**COMMUNITY BASED ORGANIZATION (CBO):** A nonprofit organization that works at the local level to provide services to communities and specific target audiences which improve a community's health and well-being.

**COMPLIANCE AGENT:** The Contractor responsible for conducting audits to ensure Program Contractors comply with Focus on Energy policies and procedures, and contractual requirements specified in their individual contracts, when administering Focus on Energy programs.

**COMPLIANCE AUDIT (AUDIT):** The Agreed-Upon Procedures Engagement (AUP) performed by the Compliance Agent to determine Program Contractors' compliance with their individual contract requirements and this manual. Such engagements are performed in accordance with standards of the American Institute of Certified Public Accountants (AICPA).

**CONFIDENTIAL INFORMATION:** Within the context of performing Work for the Focus on Energy Program, this is information relating to: (1) Customers, Program Contractor-specific information and databases comprised of such information, and (2) any information provided or made available by one of these parties (a "disclosing party") to another party (a "receiving party") that (a) is marked as proprietary or confidential at the time of disclosure; or (b) is orally identified as being confidential at the time of disclosure, followed by written confirmation of confidentiality within 30 days of such verbal identification; or (c) the receiving party knew or should have known, under the circumstances, was considered confidential or proprietary by the disclosing party.

**CONTRACT:** When capitalized, an agreement between the Administrator, the Commission, the Contract Administrator, the Compliance Agent, the Fiscal Agent or the Evaluator.

**CONTRACT ADMINISTRATOR:** The Statewide Energy Efficiency and Renewables Administration, Inc. (SEERA) is the legal entity (non-profit) formed by the Energy Utilities to fulfill their obligations under Wis. Stat. § 196.374(2)(a). The SEERA creates and funds statewide energy efficiency and renewable energy Programs. The SEERA also contracts, on the basis of competitive bids, with one or more organizations to administer Focus on Energy.

**CONTRACT TRACKING TOOL:** An Excel workbook created by the Administrator and located on The Grid. The Tool is a place for tracking deliverables and changes in budget(s), goals, staff and other contractual components as may be needed during the Term of Agreement.

**CONTRACTOR COMPLIANCE MANAGER:** A Program Contractor's corporate manager responsible for compliance.

**CONTRACTORS:** Where capitalized, organizations contracted directly with the SEERA or the Commission in connection with the Focus on Energy Program. These organizations include, but are not limited to, the Administrator, Compliance Agent, Evaluator, Fiscal Agent, and System Administrator.

**CUSTOMER:** Unless the context requires otherwise, means an individual or business that purchases energy or distribution services from a participating Utility that pays into the Focus on Energy Program, making them eligible to participate in one or more Focus on Energy Programs.

**CUSTOMER INFORMATION:** Personal Information that may be associated with a Focus on Energy Customer and is considered Confidential Information, unless otherwise specified. Any unique identifying number, characteristic, code or combination that allows identification of an individual or business is considered Confidential Information. Examples of this include any of the following:

- Social Security Number (SSN)
- Federal Employment Identification Number (FEIN)

Or any combinations of the following information that is not publicly available:

- Customer name
- Primary, payment, or tax addresses
- Telephone or fax numbers
- Email addresses
- Utility account numbers
- Customer's energy usage information

**DATABASE OF RECORD (DATABASE):** The Focus on Energy Customer Relations Management system, or any system, that all contractors (this includes Implementers and Implementer Subcontractors) are required to use for tracking and managing energy savings and usage; Customer relations; energy efficiency and renewable energy projects; Incentive payments and processing; Incentive approvals; Customer, property and utility information; marketing initiatives; workflows; approved Trade Allies; and contractor invoicing, budgeting approval and payment. The Database of Record is SPECTRUM.

**DELIVERABLES:** Any written or operational deliverables, materials or Work Product developed per the requirements contained in the Agreement.

**EFFECTIVE USEFUL LIFE:** The median number of years of expected operation of a specific Measure, i.e., the time until half the units would be expected to have failed or been removed.

**ELIGIBLE COSTS:** Those costs that can be audited and which are directly attributable to contracted activities and allowable pursuant to the Policy Manual.

**ENERGY ADVISOR:** An employee of an Implementer or Implementer Subcontractor that, in a specific role, interacts directly with Customers and provides advice on specific programs that a Customer may participate in, and provides assistance with the Customer's individual project.

**ENERGY UTILITIES:** An investor-owned electric and/or natural gas public utility. Also known as an Investor-Owned Utility.

**ENVIRONMENTAL AND ECONOMIC RESEARCH AND DEVELOPMENT (EERD) PROGRAM:** The initiatives for research and development regarding the environmental and economic impacts of energy use in Wisconsin, under Wis. Stat. §. 196.374(2)(a)2.d.

**EVALUATION WORKING GROUP:** The body convened by the Commission during the first quadrennial planning process to advise the Commission on measurement and evaluation issues. This group consists of a Commission representative who chairs the group, and members from the Evaluator, the Administrator, the Utilities and an outside expert.

**EVALUATOR:** Independent third-party Contractor hired by the Commission.

**EX ANTE SAVINGS:** Energy savings the Offering Administrator or Offering Implementer reports before verification by the Evaluation Team (also called gross savings, claimed savings, reported savings, or tracked savings).

**FISCAL AGENT:** Contractor that, in a fiduciary capacity, receives funds, distributes funds and accounts for statewide energy efficiency and renewable energy programs specified under Wis. Stat. §196.374(2)(a).

**FIXED UNIT PRICING:** A fixed sum for each completed unit of work.

**FIXED AND PERFORMANCE PRICING:** A type of contracting payment structure that includes (1) a clear set of objectives and indicators, (2) systematic efforts to collect data on the progress of those indicators, and (3) consequences, either rewards or sanctions for the contractor, that are based on performance.

**FOCUS ON ENERGY®:** The statewide energy efficiency and renewable energy programs specified under Wis. Stat. §. 196.374(2)(a).

**FOCUS ON ENERGY [OPERATIONAL PROCEDURES GUIDE](#):** The compilation of procedures, as amended and updated, which provides the day-to-day guidance for implementing the Focus on Energy Program and is to be followed by Administrator, Implementers, Implementer Subcontractors, and others working for the Focus on Energy programs.

**FOCUS ON ENERGY [POLICY MANUAL](#):** The compilation of policies, as amended and revised, developed by Compliance Agent in conjunction with Administrator and the Commission, which provides the rules, regulations and policies of Focus on Energy to be followed by all Program Contractors, and others working for the Focus on Energy programs. No amendment to the Policy Manual shall be effective unless and until it has been approved by the Commission.

**FOCUS ON ENERGY REPRESENTATIVE (or “Focus Staff”):** An employee of a Program Contractor that works on a Focus on Energy program or initiative.

**FREE-RIDERSHIP:** The frequency by which Customers receive Incentives for purchases they would still have made in the absence of participating in the Focus on Energy Program. Free-

ridership in the Program is estimated through evaluation methods that include, but are not limited to, Customer surveys regarding their purchasing decisions and Standard Market Practice methods which track the installation of efficient products by Program non-participants.

**FUTURE FOCUS:** A portfolio-wide project management system and development process that encourages innovation, facilitates Research & Development (R&D), and collects potentially transformative ideas that will save Wisconsin utility Customers energy and money. Future Focus consists of idea collection (primarily on the Focus on Energy website), a project management system, and input from key staff and stakeholders. Ongoing efforts include market scans, project development, procurement, and project execution; including but limited to pilots, primary or secondary research, measure/technology characterization, updated or new solutions/offerings.

**GRID, THE (“The Grid”):** The Focus on Energy intranet site used by Focus on Energy stakeholders, owned by SEERA and administered by the Administrator.

**GROSS SAVINGS:** The unadjusted program-reported change in energy consumption or demand resulting from efficiency program–related actions taken by participants.

**HOME ENERGY REBATE (HER) PROGRAMS:** As part of the Inflation Reduction Act (IRA), Wisconsin has been allocated approximately \$149 million for Home Energy Rebates. Rebates will be provided through two programs: 1) Home Efficiency Rebates (HOMES), and 2) Home Electrification and Appliance Rebates (HEAR).

**IMPLEMENTER:** An organization contracting with the Administrator to implement Focus on Energy Programs. Implementers shall receive funding directly from the Contract Administrator for services provided by them in implementing Focus on Energy Programs.

**IMPLEMENTER SUBCONTRACTOR:** An organization contracted with an Implementer to support the implementation of the Focus on Energy Program.

**INCENTIVE:** A financial payment, product or service provided to a Customer, Trade Ally, distributor, retailer, manufacturer or a designated payee, which enables or facilitates the implementation of an energy efficiency or renewable energy measure. Sometimes referred to as a rebate.

**INCOME QUALIFIED:** A Residential Customer’s income is an eligibility requirement and will vary by Program Offering.

**INDIRECT COSTS:** Any cost incurred which benefits common activities in the organization and therefore cannot be readily assigned to a specific Customer and project. Indirect costs must be assigned by some systematic allocation method and must be allocated to each program/line of business on a consistent and equitable basis. This is often used in large service organizations that contract their labor.

**INFLATION REDUCTION ACT (IRA):** The IRA (Pub. L. 117-169) provides billions of dollars in incentives, grants and loans to support new infrastructure investments in the areas of clean energy, transportation and the environment. Wisconsin has been allocated approximately \$149 million for Home Energy Rebates. Rebates will be provided through two programs: (1) Home Efficiency Rebates (HOMES), and (2) Home Electrification and Appliance Rebates (HEAR).



**INFORMATION SECURITY PROTOCOL:** Appropriate operational, technical, and organizational measures to protect Confidential Information, whether in paper, electronic, or other form, against accidental, unauthorized, or unlawful access, disclosure, or alteration during its collection, storage, access, transmission, transportation, and destruction.

**KEY STAFF:** Focus on Energy Representatives that are allocated to the Program for more than 50% or are a manager.

**KEY PERFORMANCE INDICATOR (KPI):** A quantifiable measure used to evaluate the success of meeting objectives for Performance (aka Performance metrics).

**LARGE ENERGY CUSTOMER(S):** a Customer of an Energy Utility that owns or operates a facility in the energy utility's service area that has an energy demand of at least 1,000 kilowatts of electricity per month or of at least 10,000 decatherms of natural gas per month and that, in a month, is billed at least \$60,000 for electric service, natural gas services, or both, for all of the facilities of the Customer within the Energy Utility's service territory.

**LICENSEE:** Any business, organization, or individual that has been granted legal permission by another entity to engage in an activity. The permission, or license, can be given on an express or implied basis.

**LIFECYCLE SAVINGS:** Annual energy savings that are multiplied by the Effective Useful Life.

**LOAD SHIFTING:** A Customer-managed project or action that is focused on shifting energy use from one period to another. Energy savings or penalties may result from this, but the primary purpose is to generate demand savings during the peak period by moving the load to the non-peak period(s). Load shifting can include permanent solutions like ice storage and batteries, or non-permanent solutions like behavior changes, energy management system optimization, and flywheeling.

**LOCAL UNITS OF GOVERNMENT:** Per Wis. Stat. §. 23.24(4) (a) , a political subdivision of this state, a special purpose district in this state, an instrumentality or corporation of the political subdivision or special purpose district in this state, or combination or subunit of any of the foregoing. This includes cities, villages, towns, counties, school districts, and technical college districts.

**MEASURE:** A product, equipment, audit, or practice that will result in measurable, reduced energy usage at a comparable level of service. Measures may also refer to Program-qualified Renewable Resources or tracking activity.

**MMBTU or MBTU:** One million British Thermal Units (BTU). A BTU is a measure of the energy content in fuel, and is used in the power, steam generation, heating and air conditioning industries. Industry-accepted conversion formulas are as follow: 0.3412 LC kWh = 1 LC MMBtu AND 0.1 LC therm = 1 LC MMBtu.

**MUNICIPAL UTILITY:** Electric utility that is owned wholly by a municipality and that owns a retail distribution system.

**NET SAVINGS:** Savings net of what would have occurred in the program's absence (observed



impacts attributable to the program). Net savings are typically calculated by applying the net-to-gross ratio to the verified gross savings.

**NOTICE TO PROCEED (NTP):** The earlier of (1) when Administrator provides an explicit notice to proceed in writing or (2) when an Agreement is signed by both parties.

**OFFERING:** When capitalized, a service component of a Focus on Energy Program.

**PARTY:** The entities entering into an agreement with one another, by and through their Authorized Representatives.

**PERFORMANCE:** Satisfactory Implementation of the Work consistent with the requirements established in the Agreement and Scope of Work and any applicable professional standards.

**PERSONAL INFORMATION:** Data or information which names, identifies or gives certain information from which a natural person could be identified, including, but not limited to: personally identifiable information that is protected under any Privacy Laws. Personal Data includes, but is not limited to, (1) name, phone number, address, email address, employer, or date of birth; (2) non-public information, such as a passport number, social security number, or driver's license number; (3) financial information, such as bank account numbers, bank account balances and transactions or information, credit card numbers and/or bank account numbers; and/or (4) sensitive personal data, such as mother's maiden name, race, marital status, gender or sexuality.

**PRIVACY LAWS:** Federal statutes and regulations, Wisconsin statutes, case law (e.g., tort claims unrelated to statute), Public Service Commission of Wisconsin (PSC) regulations and orders, and local data privacy or security statutes, order of court, or regulations.

**PROGRAM:** A program for reducing the usage or increasing the efficiency of the usage of energy, or displacing energy usage, or generating energy by a Customer or member of a participating Energy Utility, Municipal Utility, or Retail Electric Cooperative. Programs may target specific Customer types, Customer sectors, or technologies. See also *Offering*.

**PROGRAM CONTRACTORS:** Collectively, the Contractors, Subcontractors, Vendors, Implementers and their Subcontractors and Vendors. See below for an illustration of the definitions for different types of Program Contractors:

	Contractor	Program Contractor	Focus on Energy Representative
Administrator	X	X	X
Compliance Agent	X	X	X
Evaluator	X	X	X
Fiscal Agent	X	X	X
Systems Administrator	X	X	X
Implementer		X	X
Implementer Subcontractor		X	X
Researcher		X	X
Vendor		X	

**PROGRAM INCOME:** Gross receipts received by the Administrator which are directly generated from the Work detailed in Focus on Energy agreements, including but not limited to repayments of funds that had been previously provided to eligible beneficiaries; interest earned on any or all funds obtained from the Fiscal Agent; and interest earned on Program Income pending its disposition.

**PROGRAM MATERIAL(S):** Materials created for the Program, including but not limited to Program descriptions, websites, fact sheets, brochures and advertisements.

**PROJECT:** A Measure or group of Measures on a single Incentive Application.

**REALIZATION RATE:** The ratio of gross savings to verified gross savings.

**REBATE:** A partial refund or financial incentive provided to Customers after purchasing and installing energy-efficient products or systems.

**RENEWABLE RESOURCES:** As defined under Wis. Stat. §196.374(1)(j), a resource that derives energy from any source other than coal, petroleum products, nuclear power or, except as used in a fuel cell, natural gas. “Renewable Resource” includes resources deriving energy from any of the following: solar energy, wind power, water power, biomass, geothermal technology, tidal or wave action or fuel cell technology that uses a renewable fuel, as determined by the Commission.

**RESEARCH PORTFOLIO:** Offerings and initiatives oriented to further research activities in the state of Wisconsin. This portfolio includes the Environmental and Economic Research and Development (EERD) program.

**RESIDENTIAL PORTFOLIO:** The group of Focus on Energy programs providing energy efficiency and renewable energy offerings to Utility Customers served on residential rates and tariffs. Agriculture Producers operating under residential rates may participate in Business Portfolio programs if they meet the Business Portfolio eligibility requirements. *See also Business Portfolio.*

**RETAIL ELECTRIC COOPERATIVE (CO-OP):** Cooperative association that is organized under

Wis. Stat. §. 196.374 for the purpose of providing electricity at retail to its members only and that owns or operates a retail electric distribution system.

**RURAL CUSTOMER:** Customers who reside in or maintain a residence in designated ZIP codes maintained in the Database.

**SECTOR:** A group of Customers that provide similar goods and services. Examples of sectors served by Focus on Energy include: agricultural, commercial, industrial, multifamily, schools and government, and single family.

**SECURITY INCIDENT:** Unauthorized access, suspected unauthorized access to, or alteration of Confidential Information, regardless of the form in which the data is kept or the nature of the unauthorized access. Access is considered unauthorized when it is made for any purpose other than the direct performance of obligations hereunder.

**SUBCONTRACTORS:** Where capitalized, organizations contracted with a Contractor in connection with Focus on Energy, but specifically excluding Implementers, Implementer Subcontractors or their subcontractors or Vendors.

**SYSTEM ADMINISTRATOR:** The Contractor who manages the Focus on Energy enterprise database software system and other software systems utilized for the Focus on Energy Program. The Systems Administrator is responsible for monitoring system health, and allocating system resources to optimize systems' performance, by performing backups, administering user access, user accounts, monitoring system security and performing other related functions.

**TECHNICAL AND CUSTOMER SUPPORT (T&CS):** The Budget Cost Line Items comprised of these Line Items: technical & Customer support labor, equipment, marketing, Implementer Subcontractor, Vendor and other direct costs.

**TECHNICAL REFERENCE MANUAL (TRM):** The compiled catalog of common Measures incentivized through Focus on Energy, including the basis used to assign deemed energy savings and electric demand reduction values, or the algorithms used to derive them, to individual Measures. The TRM is maintained by the Evaluator and updated annually.

**THIRD PARTY:** An individual or organization that is not a Program Contractor and is not privy to Customer Information without consent from the Public Service Commission.

**TIME & MATERIALS PRICING:** Payment to a contractor based on the actual time spent on the work (labor) and the materials used.

**TOTAL CONTRACT BUDGET AMOUNT:** For purposes of Implementer and Implementer Subcontractor agreements, Total Contract Budget Amount is defined in the Scope of Work of the Agreement.

**TRADE ALLY (OR TRADE ALLIES):** Any independent organization that participates in the Program to enable the delivery of the Program to end-use Customers including, but not limited to, HVAC, insulation, and electrical contractors, builders, distributors, and retailers.

**UTILITY (OR UTILITIES):** Energy Utilities, Electric Cooperatives, and Municipal Electric Utilities that provide energy resources to Customers in the state of Wisconsin.

**VENDOR:** Entities that receive a contract to provide goods or services within the ordinary course of business and whose performance is not directly tied to the primary scope of the Contractor or Implementer contract. Refer to Procurement & Policy Section for examples.

**WORK:** The functions, duties, and activities to be performed by a Focus on Energy contractor in accordance with the terms of an Agreement for the Focus on Energy Program.

**WORKPAPERS:** Papers submitted by Implementer to Administrator that contain detailed justifications for any Measure-level values contained in the TRM and the Database. The justifications include engineering calculations, values from prior Evaluation, Measurement and Verification (EM&V) studies, or other technical documentation deemed sufficient by the Administrator and the Evaluator.

## ACRONYMS AND ABBREVIATIONS

Act 9	1999 Wisconsin Act 9
Act 141	2005 Wisconsin Act 141
Act 414	1993 Wisconsin Act 414
AICPA	American Institute of Certified Public Accountants
ATC	American Transmission Company
AUP	Agreed-Upon Procedures Engagement
BTU	British Thermal Units
CBO	Community Based Organization
CO-OP	Cooperative
CTC	Commitment to Community Program
DIO	Days Incentives Outstanding
DOA	Wisconsin Department of Administration
EERD	Environmental and Economic Research and Development
EM&V	Evaluation, Measurement, and Verification
ERF	Electronic Regulatory Filing
ERISA	Employee Retirement Income Security Act of 1974 (Pub. L.93-406)
FDIC	Federal Deposit Insurance Corporation
FEIN	Federal Employer Identification Number
GAAP	Generally Accepted Accounting Principles
GHG	Greenhouse Gases
GSA	General Services Administration
IRS	Internal Revenue Service

IOU	Investor-Owned Utility
KPI	Key Performance
LEC	Indicator Large Energy Customer
M&I	Miscellaneous and Incidental Expenses
MOU	Memorandum of Understanding
NTP	Notice to Proceed
OEI	Office of Energy Innovation
PSC	Public Service Commission of Wisconsin (also referenced as “Commission”)
RPS	Renewable Portfolio Standard
RFP	Request for Proposals
SaaS	Software as a Service
SEERA	Statewide Energy Efficiency and Renewable Administration
SSN	Social Security Number
SPECTRUM	State Program for Energy Customer Tracking, Resource Utilization and data Management
SPIF	Sales Performance Incentive Fund
T&CS	Technical and Customer Support
TRC	Total Resource Cost
TRM	Technical Resource Manual

## BACKGROUND AND OVERVIEW

The purpose of this document is to provide guidance and a consistent reference for those interacting with Focus on Energy. The policies contained in this document apply to all Focus on Energy Program Contractors. This manual provides all overarching policies and procedures for Focus on Energy and should be used as the primary reference when developing any contracts. In the event that there is any inconsistency between this manual and the contract, the contract shall be followed.

This document is organized by topic, with each section providing details to answer anticipated questions of the Program Contractors, utilities, legislators, and other users.

If you are unable to find the information you need within this manual, please contact the following individual at the Public Service Commission of Wisconsin (Commission):

PSC Contact	Title	Phone Number	Email Address
Jolene Sheil	Portfolio Manager – Focus on Energy	608-266-7375	<a href="mailto:jolene.sheil@wisconsin.gov">jolene.sheil@wisconsin.gov</a>

### 1. Updates to This Manual

This manual is intended to be an evolving document. Updates will be made annually, with supplement(s) being issued in July as deemed necessary and will be distributed to stakeholders. Program Contractors are encouraged to offer suggestions on content, format, vague policies, etc. Suggestions for changes can either be submitted to the Administrator. The Compliance Agent and/or Administrator staff will review the suggestions with the Commission, who must approve of the change prior to incorporation.

### 2. Introduction

Focus on Energy works with eligible Wisconsin residents and businesses to install cost effective energy efficiency and renewable energy projects. Focus on Energy information, resources and financial incentives help to implement projects that otherwise would not get completed, or to complete projects sooner than scheduled. Its efforts help Wisconsin residents and businesses manage rising energy usage, promote in-state economic development, protect our environment and control the state's growing demand for electricity and natural gas.

Wisconsin policy regarding energy efficiency and energy from renewable resources has been substantially shaped by three acts, all codified in Wis. Stat. §. 196.374(2). See below for brief histories of the acts.

- **1993 Wisconsin Act 414 (Act 414)** created a priority list of energy sources and required the Commission and other agencies to implement the priorities in making all energy-related decisions and orders. It also addressed the efficient use of energy in public and private buildings, small scale solar and wind energy generation, and related topics.
- **1999 Wisconsin Act 9 (Act 9)** established programs to promote energy efficiency and renewable energy and to provide energy assistance to low-income households, both administered by the Wisconsin Department of Administration (DOA). It also created a Renewable Portfolio Standard (RPS), a requirement that Municipal Utilities and Retail Electric Cooperatives sell minimum amounts of renewable electricity, expressed as a percentage of the total electricity a Municipal Utility or Retail Electric Cooperative sells. The original RPS established by Act 9 would have reached its maximum at 2.2% in 2011.
- **2005 Wisconsin Act 141 (Act 141)** modified and added to the policies created by those acts but did not establish distinctly new energy policies. Act 141 required investor-owned electric and gas utilities to collectively establish and fund the statewide energy efficiency and renewable energy programs. To fulfill their obligations under Act 141, the energy utilities formed a non-profit entity, the Statewide Energy Efficiency and Renewable Administration (SEERA). This act:
  - Replaced the DOA energy efficiency and renewable resource programs with programs that SEERA establishes and funds. SEERA also contracts with an Administrator to manage the programs.
  - Established a new and more ambitious RPS, intended to result in 10% of statewide electricity use to be from renewable sources.
  - Limited the application of Act 414's energy priority list in certain Commission proceedings.
  - Created new initiatives to promote the efficient use of energy in state facilities, intended to result in 20% of the state's own use of electricity to be from renewable sources, and created new requirements regarding energy codes for private buildings.

### 3. Focus on Energy Statutory Requirements per Wis. Stat. §. 196.374(2)

Act 141 substantially revised the structure of the statewide energy efficiency and renewable resources programs administered by the DOA and Utilities. The revised structure is based broadly on the structure of the programs that existed prior to Act 9 and thus is sometimes referred to as the "pre-Act 9 model." Act 141 mandates the following:

#### 3.1. Statewide Programs

- 3.1.1. Requires Wisconsin electric and gas Investor-Owned Utilities (IOU) to collectively create and fund statewide energy efficiency and renewable resource programs.
- 3.1.2. Requires IOU's to contract with one or more organizations to administer the programs.
- 3.1.3. Requires that statewide programs include components to address the energy needs of residential, commercial, agricultural, institutional, and industrial energy users and local units of government, and initiatives to address market barriers to the offering of goods and services relating to energy efficiency and renewable resources.



- 3.1.4.** Earmarks 10% of all program funds for components to reduce energy costs incurred by Local Units of Government and Agricultural Producers.
- 3.1.5.** Creates initiatives for research and development regarding the environmental and economic impacts of energy use in Wisconsin.
- 3.1.6.** Requires Retail Electric Cooperatives and Municipal Electric Utilities in Wisconsin to participate in Focus on Energy or run their own energy efficiency programs. Programs run by Retail Electric Cooperatives and Municipal Electric Utilities are called Commitment to Community (CTC) Programs.

### **3.2. Utility-Administered Programs:**

There are two types of utility-administered energy efficiency and renewable resource programs recognized under the statute:

- 3.2.1.** The first allows an energy utility, with Commission approval, to retain a portion of its revenue required to spend for statewide programs to administer or fund a new energy efficiency program for large commercial, industrial, institutional, or agricultural Customers of the energy utility.
- 3.2.2.** The second allows an energy utility, with Commission approval, to administer or fund a voluntary energy efficiency or renewable resource program that is in addition to the statewide programs.

### **3.3. Large Energy Customer Programs**

- 3.3.1.** The statute allows a Large Energy Customer to implement and fund an energy efficiency or renewable resource project on its own facilities and, with Commission approval, deduct the cost of the project from the amount the Customer is required to pay the Utility for cost recovery.

### **3.4. Administration of the Programs**

- 3.4.1.** Oversight of Focus on Energy is provided by the Commission with advice from SEERA, the Contract Administrator.
- 3.4.2.** SEERA contracts with the Administrator, the Fiscal Agent and the System Administrator to support the implementation of energy efficiency and renewable programs.

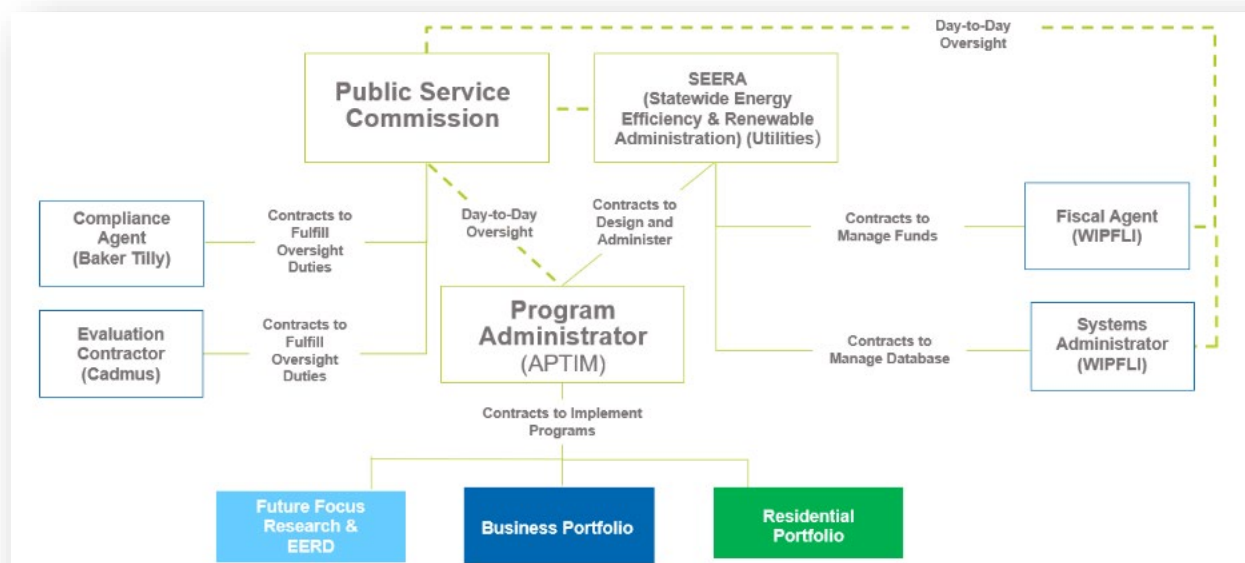
### **3.5. Funding of the Programs**

- 3.5.1.** All investor-owned utilities are required to spend 1.2% of their gross annual operating revenues derived from retail sales to fund the statewide program. Municipal Electric Utilities and Retail Electric Cooperatives that elect to participate will contribute an average funding level of \$8 per meter annually.

## POLICY: RESPONSIBILITIES OF KEY STAKEHOLDERS

Responsibilities related to the administration, implementation, and management of Focus on Energy are identified below for the key stakeholders: SEERA, Public Service Commission of Wisconsin, Administrator, Compliance Agent, Evaluator, Fiscal Agent, Systems Administrator, and other Contractors that may work on the Program.

Program Contractors must consult their respective contracts, the Policy Manual, and Operational Procedure Guide to ensure they are compliant with Program requirements. Administrator must also consult the Administrative Operational Procedures Guide for further instruction.



### All Contractors

All Contractors will document all major internal processes and assist the Commission in creating and maintaining Focus wide process documentation (ex: payment corrections). The Commission is to be notified prior to any major change. Any other IT systems, SharePoint, internal document storage, proprietary software, etc. will be specifically called out in the process documentations. Contractors will publish them to The Grid.

### SEERA

As the Focus on Energy Contract Administrator, the Statewide Energy Efficiency and Renewables Administration (**SEERA**) is the legal entity (non-profit) formed by the Wisconsin energy utilities to fulfill their obligations under Wis. Stat. § 196.374(2)(a). Payments issued to Program Contractors are made by SEERA through the Database. Key responsibilities include:

#### Contracts with Administrator, Fiscal Agent, and System Administrator

Work cooperatively with the Commission to develop the contracts and execute them promptly. Act as final arbitrator if disputes arise between Contractors and the Commission on invoices. Other responsibilities include:

- Keep apprised of program activities through regular review of performance reports

Uncontrolled when printed. These policies are applicable to all Focus on Energy Representatives, except where superseded or modified by the Public Service Commission.

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as provided by the Administrator to the Commission.

- Keep apprised of program results by reviewing evaluation reports submitted by the Evaluator to the Commission.
- Work cooperatively with the Commission should concerns arise about an entity's ability to perform and other related contractual problems.

## **The Commission/PSC**

The Public Service Commission of Wisconsin (PSC or Commission) is comprised of three governor-appointed commissioners ("Commissioners") that are responsible for overseeing the Focus on Energy Program. The PSC is the independent state agency that regulates Wisconsin utilities and oversees the day-to-day operations of Focus on Energy. The PSC ensures contractual and statutory compliance with Focus on Energy program requirements. The PSC's key responsibilities include:

### **Overall Contract Management**

Approving Focus on Energy-related contracts with Contractors, including, at a minimum, the following:

1. **Monitoring Program Scope**
2. **Enforcing Contracts and Program Policies:** The PSC coordinates with SEERA to ensure all Contractors follow all clauses of their contracts and must be knowledgeable with all portions of the contracts they oversee.
3. **Facilitating Disputes:** The PSC and the SEERA will act as a facilitator in any dispute resolution which arises from conflicts in any Focus on Energy-related contracts.
4. **Coordinating payments to Contractors:** The PSC is responsible for reviewing payments to the Contractors made by the Fiscal Agent for accuracy and reasonableness.

### **Reviewing Contractor Performance**

If required due to a specific issue, the PSC shall review a Contractor's performance and will investigate any negative findings and develop corrective actions.

### **Overseeing Compliance Audits:**

1. Audit Selection: The PSC will solicit input from the Administrator and Compliance Agent regarding the selection of which Program Contractors will be audited. The Evaluator and the Administrator have annual compliance audits. The Compliance Agent performs a financial audit of the Fiscal Agent, annually.
2. Audit Schedule: The PSC will review and approve the audit schedule.
3. Audit Information Gathering: The PSC will intervene directly with parties that are not supplying information in a timely manner or not cooperating with auditors. This may include suspension of payments.
4. Audit Review: The PSC will review audit findings, responses and action plans. Additional follow-up will be completed as needed.

### **Overseeing Financials:**

1. Municipal Electric Utilities and Retail Electric Cooperative Invoicing: The PSC will provide the Fiscal Agent with the list of Municipal Electric Utilities and Retail Electric Cooperatives that will submit funding to Focus on Energy.
2. Investor-Owned Utility Invoicing: The PSC will determine the annual contribution from Investor-Owned Utilities and direct the Fiscal Agent to the invoice accordingly.
3. General: All financial decisions regarding investments, reports, banking, check writing, and financial processes must be approved by the Commission prior to implementation.

## Administrator

The **Administrator** is responsible for managing Program contracts and coordinating programs; umbrella marketing and communication activities; Trade Ally communications, training, and activities; engaging with Utility stakeholders; and reporting to the PSC and SEERA. Key responsibilities include, but are not limited to:

### Administering Statutory Requirements

- Establishing annual energy savings targets for Implementers.
- Ensuring that, on an annual and quadrennial basis, the total Portfolio of all Focus on Energy Programs results in a benefit/cost ratio that is at least equal to one (1.0), using a modified Total Resource Cost (TRC) test that is calculated consistent with the Commission's decisions in the quadrennial planning process III, docket 5-FE-101.
- Along with its Implementers, documenting all steps taken to mitigate Free-ridership.
- Monitoring Program spend to ensure that approximately 60 percent of the annual Focus on Energy Program budget is allocated to the Business Portfolio Programs and approximately 40 percent of the Focus on Energy Program budget is allocated to Residential Portfolio Programs.
- Ensuring all eligible Utility Customers in all business, residential and other Sectors, regardless of geographic location, have equal opportunity to participate in Focus on Energy electric and natural gas efficiency and renewable programs.
- Coordinating Program Contractors and stakeholders (including without limitation Utilities participating in Focus on Energy, Trade Allies, the Wisconsin Department of Administration, and certain environmental advocacy groups) throughout the term of their agreement with SEERA to advance Focus on Energy goals and objectives.
- Hosting, facilitating, and participating in various meetings with SEERA, other stakeholders, the PSC, Utilities, Trade Allies, Implementers, and Community Based Organizations as required per contract.

### Contract Management of Implementers, Subcontractors, and Vendors

- Overseeing Implementers, Subcontractors and Vendors to ensure compliance with their contracts, Program requirements, and dispute resolution, with input from Commission staff.
- Regularly coordinating with Implementers to monitor progress, budgets, and energy savings goals. Annually reviewing Implementer accomplishments and identify issues needing attention and plan for future activities.
- Providing IT Security and Confidentiality training to all Focus on Energy Representatives that have direct access to Program data and monitoring System user access.
- Ensuring the Focus on Policy Manual and Operational Procedures Manual reflect current practices; providing updated information to relevant Program staff when changes are made to the Policy Manual and Operational Procedures Guide.

### Financial Management

- Maintaining all books, documents, payroll papers, accounting records, and other evidence pertaining to the costs incurred under Focus on Energy activity, in accordance with the criteria specified in the *Accounting Requirements Policy*.
- Ensuring 10% of the total Focus on Energy Portfolio budget is reserved for agricultural producers and Local Units of Government on an annual basis.
- Ensuring financial-related policies and procedures are designed to mitigate risk associated

with Implementers' financial challenges; Monitoring Implementers' audited financials annually to minimize potential risk to the Program, as outlined in the Operational Procedures Guide.

## **Marketing and Communications**

- Maintaining the Focus on Energy website and all related content.
- Maintaining the *Focus Brand Standards & Guidelines* and ensuring its adoption among the Administrator team and with Implementers and Vendors.
- Developing an annual Umbrella Marketing Plan and coordinating all Implementers' marketing plans to ensure consistency with Administrator goals/requirements.
- Conducting final marketing collateral reviews of all printed/digital marketing content prior to publication, to include press releases, fact sheets, direct mail pieces, program brochures, and other collateral materials.
- Developing shared Focus-branded tools, such as templates for PowerPoint slides, email signatures, letterhead, etcetera.
- Requiring all Focus on Energy Representatives to use their @focusonenergy.com email address when communicating about Focus on Energy.

## **Reporting**

- Generating reports as may be required by contract or at the request of the Commission.
- Official Reporting: Ensuring all data appearing in official reporting is sourced from data extracts/reports that have been verified and approved by the PSC. This includes data on savings values, budgets, processing times, and expenses. It will also include any future data categories that are tied to Program Contractor compensation, bonuses, or KPIs.
- Sourcing: Ensuring all reporting contains attribution to the source of the data. This information must be detailed enough that it can be replicated if needed.

**Customer Service Responsibilities:** Operating a central Customer service system, with a toll-free number and email address in order to respond to Customer questions and direct them to the appropriate resources. Administrator shall ensure the centralized phone system meets the following requirements and will coordinate call center activities with all Implementers:

- Ability to generate reports on the numbers of calls, wait times, and transfers.
- Ability to easily transfer/handoff calls to various Implementers who will be running on different phone systems.
- Ability for the Administrator to setup and change menu options.
- Solution must be independent of Administrator's corporate systems and completely transferable to a new organization.
- Log incoming calls with time stamps and caller-ID.
- Voicemail easily retrievable/transferrable to the appropriate person.
- Logging transfers and voicemails with unique time-stamps, assignee, and other user created classifiers.
- Ability for the Administrator service staff to track/follow transferred calls or voicemails that may be forwarded/transferred multiple times and mark first-receipt to resolution while identifying any hand-offs in-between.
- Ability to notify Administrator service staff if calls or voicemails are unresolved after X number of hours/days.

In the event the Customer call center system is not able to meet the requirements established per

the Administrator's contract, the PSC will be notified. The Commission must approve all changes to the phone system vendor, services, or contracts prior to acceptance by the Administrator.

## **Implementers**

Implementers are overseen by the Administrator. The Implementer oversees its contracts with their subcontractors and Vendors, subject to the requirements in the respective contracts, the Policy Manual and the Operational Procedures Guide. Key responsibilities including:

### **Performance**

- Ensuring they achieve annual and quad (if applicable) energy savings targets established by the Administrator.
- Adhering to the Operational Procedures Guide. Any processes that are not referenced in the Operational Procedures Guide must be identified in a Supplement and uploaded to the Implementer's Program folder on The Grid. The Supplement will be updated anytime a process change occurs. The Administrator shall be notified prior to making any major changes in the Supplemental procedures. If not addressed in the Operational Procedures Guide, the following must be identified in the Supplement: any ancillary IT systems, internal document storage practices, and proprietary software utilized.

### **Reporting**

- Complying with all reporting requirements established in their contracts, the Policy Manual, and the Operational Procedures Guide.
- Providing reporting, including financial, measure, and program activity reporting, per contract requirements.

### **Marketing and Communications**

- Submitting their annual Marketing Campaign plans using an Administrator-provided template, subject to Administrator approval.
- Ensuring Focus on Energy Representatives are present at appropriate events and speaking engagements to promote Focus on Energy offerings.
- Managing and engaging Trade Allies through outreach and communication, per the requirements established by the Administrator.

### **Financial Management**

- Maintaining all books, documents, payroll papers, accounting records, and other evidence pertaining to the costs incurred under Focus on Energy activity, in accordance with the criteria specified in the Accounting Requirements Policy.
- Ensuring that all Incentives submitted to the Administrator for payment are correct and consistent with eligibility requirements.

### **Invoicing**

- Ensuring the invoices they submit for payment are accurate and comport with Program requirements.
- Implementers are responsible for all aspects of Implementer Subcontractor performance, which includes, but is not limited to, liability for any invoicing errors of Implementer Subcontractors.



### Compliance Agent

The Program's **Compliance Agent** reports to the PSC. On an annual basis, the Compliance Agent audits: (1) SEERA financials and (2) the Administrator, Implementers and subcontractors to test compliance with contractual requirements and Program policies and procedures.

### Evaluator

The Program's **Evaluator** reports to the PSC and leads a team of evaluation experts that quantify the energy-saving impacts, determine cost-effectiveness, and estimate the economic and non-economic impacts of the Programs administered through Focus on Energy. They also verify the Administrator's reported energy savings.

### Fiscal Agent

The Program's **Fiscal Agent** reports to SEERA and is the Contractor that receives funds, distributes funds and accounts for statewide energy efficiency and renewable energy programs specified under Wis. Stat. §196.374(2)(a).

### System Administrator

The Program's **System Administrator** reports to SEERA and manages the enterprise database system and other software systems used to implement the Program.

- Serves as an IT Consultant role
- Develops and maintains the CRM platform (the Database) and supporting systems
- Inform Commission staff of technology advancements and assist in making technology and process decisions
- Support Database users



## POLICY: PROGRAM ETHICS AND SERVICE STANDARDS

The guidelines established herein provide Focus on Energy Representatives with expectations related to ethical business behavior, and specific guidelines related to service provided to Focus on Energy Customers, key stakeholders, and the general public.

### 1. Program Ethics

- 1.1. Focus on Energy Representatives are expected to maintain and act with the highest standards of professional and ethical conduct at all times. This includes compliance with all applicable Federal, State and local laws, rules and regulations.
- 1.2. Focus on Energy Representatives are prohibited from using their position as representatives of Focus on Energy to obtain financial gain or anything of substantial value for the private benefit of them or their immediate family, or an organization with which they are associated as illustrated below:
  - Accept or retain any transportation, lodging, meals, food, or beverages in excess of \$50.
  - Solicit or accept rewards (directly or indirectly) if the reward could reasonably be expected to influence or reward action or inaction by the Program Contractors.
  - Use the Focus on Energy contract for private benefit.
  - Take action on a matter in which it is privately interested.
  - Use Confidential Information in a way that could result in the acceptance of anything of value.
- 1.3. Focus on Energy Representatives are prohibited from lobbying on Focus on Energy. Lobbying is defined as the deliberate attempt to influence political decisions through various forms of advocacy directed at policymakers on behalf of another person, organization or group. This includes the following activities:
  - 1.3.1. Attempting to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity.
  - 1.3.2. Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections.
  - 1.3.3. Attempting to influence: (1) The introduction of Federal or State legislation; or (2) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation.
  - 1.3.4. Attempting to influence: (1) The introduction of Federal or State legislation; or (2) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march,

rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.

**1.3.5. Attempting to influence:** Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in non- allowable lobbying.

**1.4.** Focus on Energy Representatives are required to seek advice regarding any questionable ethical issues. Any such questionable ethical issues shall be submitted to Administrator by email to [compliance@focusonenergy.com](mailto:compliance@focusonenergy.com) within three (3) business days of an issue arising. Administrator will attempt to acknowledge receipt of the email within two (2) business days. Where Administrator concludes in its discretion that an ethical issue exists, Administrator will alert the Commission that the issue has been reported. Administrator will exercise its discretion in investigating and addressing the ethical issue, attempting to resolve the matter within thirty (30) days of receipt of the initial email from the Focus on Energy Representative. After the conclusion of the Administrator's investigation, Administrator will (i) document the result in the Program file, including sending the result by email to [compliance@focusonenergy.com](mailto:compliance@focusonenergy.com) and (ii) communicate the result to the Focus on Energy Representative that sent the initial email regarding the questionable ethical issue. Questionable ethical issues related to a Trade Ally will also be subject to the Trade Ally Code of Conduct.

## 2. Service Standards

Focus on Energy Representatives will strive to achieve the following standards for Customer service:

- Continual improvement of Focus on Energy services.
- Provide exceptional service.
- Deliver unbiased and accurate information.
- Develop thoughtful and appropriate solutions to Customer energy needs.
- Welcome and invite Customer feedback on Solution and Offering improvement.
- Deliver incentives to the Customer within the timeframe stated.
- Effectively coordinate with other program organizations.

### 2.1. Standards for Focus on Energy Program Contractors

**2.1.1. General Guidelines:** Focus on Energy Representatives will be prompt, courteous and professional; always try to exceed expectations; keep commitments; be clear and upfront about any potential conflicts of interest; aim for win-win situations; and encourage feedback on how to improve service.

**2.1.2. Phone Calls:** Focus on Energy Representatives will provide prompt, courteous and professional service. When a message is left, staff will respond within one business day. If unable to respond fully within one business day, staff will provide an estimate of time based on the complexity of the inquiry.

**2.1.3. Written Communication:** Focus on Energy Representatives will respond to correspondence within 10 business days. If unable to fully respond within 10 business days, staff will provide an estimate of time based on the complexity of the inquiry.

**2.1.4. Email:** Focus on Energy Representatives will acknowledge an email within two business days. If unable to fully respond within two business days, staff will provide an estimate of time based on the complexity of the inquiry.

**2.1.5. Customer Incentives:** Customers will receive their Incentive payment as specified in the

Program Application or other appropriate literature. Customers can expect to receive payment within eight (8) weeks from when the Application is correctly submitted or signed-off by the Customer on standard Applications. Any delays beyond this will be communicated to the relevant Program Contractor(s) and the Commission in the Administrator's quarterly reporting. Focus on Energy Representatives will notify Customers of Incentive processing timelines consistent with current policies, procedures, forms, and literature.

### **3. Conflicts of Interest**

- 3.1.** Program Contractors/Focus on Energy Representatives may engage in business activities, other than those described directly below, as long as these activities do not create conflicts of interest regarding the performance of work for Focus on Energy.
- 3.2.** All Program Contractors/Focus on Energy Representatives must inform the Commission of any actual or perceived conflicts of interest, including business activities and/or relationships which any person, fully acquainted with the circumstances, could reasonably conclude might unfairly advantage that Program Contractor/Focus on Energy Representative.
- 3.3.** All Program Contractors/Focus on Energy Representatives agree that they shall abide by the Commission's reasonable determination as to whether such activities or relationships fall within the terms of the contract.
- 3.4.** If the Commission determines that an activity constitutes a conflict of interest, all affected Program Contractors shall agree to obligate their employees to discontinue said activity.
- 3.5.** All Program Contractors shall not expect any beneficial, contractual, or business relationship with the Contract Administrator, the Commission, the Evaluator, the Compliance Agent or the Fiscal Agent that will be directly affected by their performance on Focus on Energy. Additionally, no Program Contractors will develop, pursue, or confirm any such beneficial contractual or business relationship with the above- mentioned parties throughout the contract period, and for six months thereafter, without the written permission of the Commission.
- 3.6.** Program Contractors shall ensure that all time, travel, and any other costs accrued while conducting business on behalf of any other organization other than Focus on Energy are not billed to Focus on Energy.
- 3.7.** Unless otherwise approved by the Commission, Implementers and/or Implementer Subcontractors are not eligible to serve as Administrator, Evaluator, Compliance Agent, or Fiscal Agent to Focus on Energy in either a prime or subcontracting capacity. Additionally, and unless otherwise approved by the Commission, Program Contractors may not provide services for Wisconsin utilities' voluntary programs or for Commitment to Community (CTC) programs.

## POLICY: INFORMATION SECURITY AND CONFIDENTIALITY

The policy establishes guidelines for Program Contractors regarding the confidentiality of Customer Information to prevent its unauthorized or unintended release and the unauthorized access to Focus on Energy IT systems, including email accounts. All Program Contractors and Focus on Energy Representatives are bound by the requirements set forth in this policy.

Requests for information beyond what is authorized below should be directed to the Administrator, who will coordinate approval with the Commission.

### ***Employment Background Checks***

Focus Staff shall only be given access to Customer Information after the new staff member has successfully completed an employment background check, and those results are acceptable given the nature of the Customer Information to which such Focus Staff may be exposed.

### ***Information Security Training***

Program Contractor shall conduct reasonable privacy and information security training of its Focus staff, as further required by this Policy Manual section. Program Contractor shall require Focus staff who have access to Customer Information to affirm the staff member completed required Focus information security training: (1) upon employment by executing a Compliance Certification Form within 30 days of hire; and (2) annually through required training that Customer Information will be handled consistent with the terms of the Program Contractor's contract and with the terms contained in this policy. Program Contractors are responsible for:

- Ensuring their respective individual employees comply with these terms.
- Imposing disciplinary measures for violations of these terms.
- Preventing terminated employees from accessing Customer Information, immediately upon termination.

## 1. Security Incidents

Any Focus Staff who suspects the confidentiality, integrity or availability of Customer Information or their access to Focus IT systems or email has been compromised must:

- 1.1. Advise their respective Program Contractor Compliance Manager via email immediately upon discovery that an alleged breach may have occurred. Users must ensure the Program Contractor Compliance Manager received the message. (Note: An Implementer would notify their company/organization's Compliance Manager. The Fiscal Agent, for example, would notify their internal Compliance Manager.)
- 1.2. The Program Contractor Compliance Manager will review the alleged incident and determine the likelihood of a breach. If there is a possibility of a Security Incident, then this Compliance Manager must notify their Contractor Compliance Manager via email of the Security Incident. (Note: Implementers would notify the Administrator. The Fiscal Agent, for example, would notify the PSC staff.)
- 1.3. The System Administrator will lead efforts to determine the root cause of the incident. System Administrator will coordinate with the Contractor Compliance Manager and impacted Focus on Energy Representatives as needed.

- 1.4. The Contractor Compliance Manager must inform the PSC staff of the alleged Incident and potential breach immediately after confirming a Security Incident occurred. (Note: Most users of this manual are Implementers, and this would require the Administrator Compliance Manager to notify the PSC staff.)
- 1.5. The Focus Staff who are proven to have violated this policy will work with the PSC staff as to appropriate next steps to address the violation.
- 1.6. The Contractor Compliance Manager will coordinate with the Program Contractor Compliance Manager to review their Information Security Program procedures to ensure such a breach does not occur again.
- 1.7. At the direction of the Commission, the Systems Administrator will send email communications to all Focus on Energy Representatives and to all Customers.
- 1.8. On an annual basis, the incident response plan must be tested, with results provided to the Commission.

## **2. Permissible Uses for Customer Data**

- 2.1. **Business Purposes:** Customer data may be transmitted and shared to designated and authorized Focus on Energy Representatives for various required business reasons and only to the extent necessary to accomplish the acceptable business purpose. Acceptable business purposes include but are not limited to the following:
  - 2.1.1. Processing of applications, supporting documentation, and any forms related to a Focus on Energy program.
  - 2.1.2. Administration and payment of Focus on Energy incentives.
  - 2.1.3. Assisting Focus on Energy Customers with inquiries related to their projects and incentives.
  - 2.1.4. Data needed to generate reports and other statistics involving Customer participation.
  - 2.1.5. Conducting or assisting in audits, self-assessments and investigations.
  - 2.1.6. Processing of complaints or inquiries.
  - 2.1.7. Administration of record management and retention of records containing Customer Information.
  - 2.1.8. Administration of compliance requirements of Focus on Energy.
  - 2.1.9. Marketing campaigns.
  - 2.1.10. Informing utilities of their Customer's participation.
- 2.2. **Focus on Energy Representative Disclosure of Customer Information:** Focus on Energy Representatives determined to have a business need to have access to and the need to disclose Customer Information must comply with the following restrictions:

- 2.2.1.** Focus on Energy Representatives who are designated to have access to the Customer Information may disclose it to other representatives with authority to have access to such information only for those purposes described in section 2.1 above.
- 2.2.2.** If a Focus on Energy Representative has a business need to disclose Customer Information to someone who is not regularly given access to such information, the Focus on Energy Representative shall disclose it to the person only after:
- Obtaining approval from the Commission, in coordination with the Administrator; and
  - Notifying the recipient that the information is confidential and cannot be disclosed anywhere else without the approval of the Commission and that it can only be used for the purpose for which it is disclosed.
- 2.2.3.** Any requests to transmit Customer Information to a Third Party should be submitted for review to the Administrator.
- 2.2.4.** Any Program Contractor managing Customer Information shall establish a process to determine which Focus on Energy Representatives have a business need to access Customer Information.
- 2.2.5.** Only Focus on Energy Representatives designated to transmit Customer Information to a Third Party may do so. Other Focus on Energy Representatives may do so only after approval by the Commission and provided they have received training about the requirements to secure Customer Information.

### **3. Protecting Customer Information**

The safeguards described below are intended to protect Customer Information from unauthorized use, disclosure, alteration, loss or destruction. Nothing in this policy is intended to prevent other actions to protect Customer Information.

#### **3.1. Parties with Access to Customer Information Maintained in SPECTRUM**

##### **Focus Staff with *standard access permissions***

Focus Staff with *standard access* may access systems where Customers data may be queried individually or *en masse*, but not exported. Focus Staff with standard access may also have access to records submitted from participants to Focus on Energy through MS SharePoint or paper records.

##### **Focus Staff with advanced permissions**

Focus Staff with advanced permissions have been identified as needing expanded access for Focus on Energy business purposes –typically analytics or reporting needs. They may access SPECTRUM (MS Dynamics 365 and/or MS SharePoint) and, in some cases, access to SQL servers.

##### **Utility Data Recipients**

Utility Data Recipients receive automated monthly reports and *ad hoc* data request through SPECTRUM, SQL, or SFTP servers.



**3.2. Sharing Customer Information from SPECTRUM:** When feasible:

- Omit Confidential Information fields from Advanced Finds in the Database
- Share the saved Advanced Find rather than the exported data from the Advanced Find
- Use SPECTRUM unique Account Numbers, rather than Customer names in analytics data

**3.3. Access Controls:** Each Program Contractor that handles Customer Information is responsible for having in place a practice that complies with the following:

- 3.3.1. Passwords:** All programs and processes that allow access to Customer Information in electronic format will require a unique user name and password to access. Passwords must not be shared with other Focus on Energy Representatives, or external parties, and must be changed on a periodic basis. Focus on Energy Representatives may not use a supplied default password to access systems.
- 3.3.2. Reviewing Access Rights:** When a Focus on Energy Representative authorized to access Customer Information changes positions, the Focus on Energy Administrator or Implementer, as appropriate, will review and, if necessary, revise or terminate the Focus on Energy Representative's right of access to the Customer Information.
- 3.3.3. Terminating Access to Focus on Energy Representatives:** Upon termination of any Focus on Energy Representative who is authorized to access Customer Information, the Focus on Energy Administrator or Implementer, as appropriate, will submit a Jira ticket to the Systems Administrator to seek immediate termination of the Focus on Energy Representative's right of access the same day of termination.

**3.4. Third Party Access**

- 3.4.1. Secure Handling of Disclosed Customer Information Required:** Focus on Energy will not disclose Customer Information to a Third Party until after the Third Party has agreed in writing to provide safeguards for the Customer Information that it will receive that are at least as stringent as this procedure and to indemnify Focus on Energy for its failure to do so. This writing should include a written certification from the Third Party that it meets these standards.
- 3.4.2. Access by Third Parties:** Third Parties may access Customer Information maintained and stored on Focus on Energy's computer systems only with the authorization of the Commission and after the Third Party agrees to abide by this policy.
- 3.4.3.** Customer social security numbers (SSN) or federal employer identification numbers (FEIN) will never be shared with a Third Party, other than the Internal Revenue Service (IRS) as required for tax purposes.
- 3.4.4.** When permitted access, a Third Party will be issued a temporary username and password and will only have access to the extent access is necessary.
- 3.4.5.** After the Third Party accesses the agreed-upon data, they will be promptly de-activated. Within 24 hours of confirming the data was shared, Administrator will submit a Jira ticket to the System Administrator, who will de-activate the temporary username in the



Database upon receipt.

## 4. Utility Access to Customer Information

- 4.1. Approved Database Fields for Sharing Customer Information:** Program Contractors may provide Customer Information available in the Database to Utilities, with the exception of tax identification numbers (SSN, FEIN), financial information, or other proprietary information.
- 4.2.** The release of information beyond what is identified above must be approved by the Commission on a case-by-case basis, and the Customer. Any request from a Utility to see other Utilities' Customer Information should be forwarded to the Commission. No information should be sent without authorization from the Commission.
- 4.2.1.** The Administrator may release energy calculations for a specific project to a Utility only after a new Utility Data Release Form has been signed by the Customers.
- 4.3.** The Administrator may request energy usage information from Utilities for a larger population of Customers, without obtaining signed release forms for each Customer. This information may not include specific energy usage for each Customer but may group these Customers into usage ranges to support activities including portfolio and program planning, program pilots, and target marketing. The Commission must be notified and approve any request prior to it being made. *Refer to the Commission's Electronic Regulatory Filing (ERF) System to view the complete order. Docket 9501-GF-101, <http://psc.wi.gov>.*
- 4.4.** The Administrator may provide summary information to each Utility that shows contributions to the total Focus on Energy budget and total Incentives paid to their Customers.
- 4.5.** All Utility information requests should be forwarded to the Administrator.
- 4.6.** Customers may request copies of and share their projects' energy calculations with Utilities at any time and at their discretion.

## 5. Program Contractors Accessing Customer-Specific Information

### 5.1. General

- 5.1.1.** Program Contractors may request information from a Utility for a specific Customer if they obtain a signed Utility Data Release Form from that Customer.
- 5.1.2.** Program Contractors may provide Customer Information and/or energy savings to a Utility or a contractor of the Utility with the Utility's approval for that Utility's Customers. Energy savings information is restricted to the energy type that the specific utility provides. For example, a natural gas provider can only request Therm-related information, not electric usage. In the event that a measure saves both electricity and natural gas (or neither fuel), the data may be included in reports to both the electric and natural gas providers serving the Customers. All release forms must allow for this option. Refer to the **Supplemental Information on Policies and Procedures** section for further information.

## 6. Technical Access Controls

- 6.1. Active Processes that Display Customer Information:** All Focus on Energy Representatives authorized to access Customer Information will position their computer monitor, or take other steps, to prevent viewing by unauthorized persons when Customer Information is displayed on the computer monitor. All computers that run processes that display Customer Information will have appropriate measures installed to lock the workstation during periods of inactivity to prevent unauthorized or casual viewing of Customer Information. Focus on Energy Representatives with access to Customer Information will lock out the computer when they leave their computer station.
- 6.1.1. Server Security:** Servers that store Customer Information will be located in a secure hosting center. Only authorized Focus on Energy Representatives will be permitted unescorted access to the servers as defined in Section 2, above.
- 6.1.2. Protection against Malicious Software:** All Focus on Energy Contractors will maintain a firewall, install security patches, and update anti-virus protection as deemed appropriate to safeguard Customer Information.
- 6.1.3. Encryption:** All files that are transferred between Focus on Energy Representatives with access to Customer Information will contain appropriate encryption technology to the extent feasible.
- 6.2. Restrictions on Authorized, Off-Premises Access to Customer Information**
- 6.2.1. Remote Access:** All remote access to Customer Information should be made through an encrypted connection.
- 6.2.2. Access from a Foreign Country:** All access while in a foreign country is not permitted. Limited exceptions may be approved upon request to the PSC.
- 6.2.3. Restrictions on Storage on Portable Storage Device:** Focus on Energy Representatives authorized to access Customer Information may not store Customer Information on a portable storage device (external hard drive, etc.) unless the data is encrypted.
- 6.2.4. Secure Emailing of Customer Information:** Customer Information may be transmitted between Focus on Energy Representatives by electronic mail only if password-protected or, to the extent feasible, encrypted. For transmission of Customer Information to external parties, secure file transfer systems that restrict access to authorized personnel must be used.
- 6.2.5. Secure File Transfer:** Files containing Customer Information may be transferred between Focus on Energy contractors via a secure file transfer site, with the preference of utilizing The Grid, or other secure platform that restricts access to authorized personnel.

## 7. Paper Documents and Files Containing Customer Information

- 7.1. Obligation to Keep Paper Documents Secure:** All Focus on Energy Representatives are responsible for ensuring the security of the records at all times.
- 7.1.1. Avoid Printing and Creating Paper Documents Containing Customer Information:** All Customer Information included in paper documents on a Focus Staff member's desk shall be removed from their workspace and locked in a drawer or cabinet, out of sight,

when they leave their workstation. Documents containing Customer Information should not be printed unless there is a legitimate business need for doing so. When printing is necessary, the Customer Information printed should be limited to the minimum necessary to accomplish the legitimate business purpose. Focus Staff should not print to a public printer.

- 7.1.2. Facsimiles Containing Customer Information:** Any facsimile containing Customer Information must be accompanied by a fax cover sheet that contains a confidentiality notice. The Administrator will provide a template cover sheet. A template can be found on The Grid.
- 7.1.3. Retention of Documents:** Focus on Energy Program Contractors will retain, Customer Information in official records for the period of time identified in the Record Maintenance Policy.
- 7.1.4. Destruction of Documents:** Focus on Energy Program Contractors will securely and promptly destroy Customer Information upon the expiration of the applicable retention period identified in the Record Maintenance Policy.

## 8. Training

- 8.1.** Each Focus on Energy Representative who is authorized to process and access Customer Information will receive training in those parts of the policy that relate to the Focus on Energy Representative's job functions. This training will be conducted by the Focus on Energy Representative's company or organization using the training materials supplied by the Administrator. This training will be completed within 30 days of their hiring date or when there has been a material change to the policy, as communicated by the Administrator. Evidence of the initial orientation to the pertinent portions of the Focus on Energy Policy Manual will be the executed Compliance Form, which can be found on The Grid.
- 8.2.** On an annual basis, all Focus on Energy Representatives will take supplemental IT Security and Confidentiality training available through the Focus on Energy LMS.
- 8.3.** Records of a Focus on Energy Representative's training, including name and date of training, shall be maintained by the Focus on Energy Representative's company or organization.

## POLICY: ACCOUNTING REQUIREMENTS

The policy established herein details the minimum requirements for the accounting of financial data related to Focus on Energy.

### 1. General Requirements

- 1.1. Program Contractors receiving Focus on Energy funds are required to have an effective financial management system that provides accountability and control of all property, funds, expenditures and assets related to the Program.
- 1.2. Program Contractors must account for Focus on Energy financial data in accordance with Generally Accepted Accounting Principles (GAAP), contract requirements, applicable laws and procedures, and their own internal accounting procedures. Program Contractors must maintain records that adequately identify the source and application of funds provided by Focus on Energy and maintain effective control over these funds.
- 1.3. **Program Contractors must do the following:**
  - 1.3.1. Maintain effective control over and accountability for all contract funds, property, and other assets. All such assets shall be used solely for the contract-authorized purpose.
  - 1.3.2. Maintain procedures for determining reasonableness of costs and whether costs are allowable or non-allowable in accordance with the contract provisions and the requirements set forth in this manual.
  - 1.3.3. Maintain claims for reimbursement of costs incurred with the appropriate invoice format.
  - 1.3.4. Make available all records pertaining to activities under this contract to representatives or appointees of the Commission for review and/or audit.
  - 1.3.5. Conduct and document reconciliation of costs reported to the Commission for reimbursement on a monthly basis.
  - 1.3.6. Produce financial information related to performance or productivity data, including the development of unit cost information as required in the contract agreement.
  - 1.3.7. Accommodate additional requests from the Commission if the organization is not conforming to *Focus on Energy Policy Manual*, has a history of unsatisfactory performance, or is not financially stable.
  - 1.3.8. Ensure Subcontractors and/or Implementer Subcontractors conform to this *Focus on Energy Policy Manual*, Focus on Energy operational procedures, and their subcontracts.
- 1.4. A primary requirement for the financial management of any program is a good accounting system. A good system includes records that show all financial transactions related to the program. The system must document all receipt and disbursement transactions, and these transactions should be traceable to source documents. The system should also be in a format in which output is easily obtainable and readable. The following are generally accepted standards

for an adequate accounting system:

- 1.4.1. Recording of transactions pertaining to Focus on Energy should be all inclusive, timely, verifiable, and supported by documentation.
- 1.4.2. The system must disclose the receipt and use of all funds relating to the Focus on Energy.
- 1.4.3. The system must identify all Focus on Energy costs and differentiate between eligible and ineligible costs.
- 1.4.4. The system must have the capability of producing output that management needs for tracking short- and long-term goals.
- 1.4.5. The systems should be able to clearly separate Focus on Energy expenses, income, etc. from its other lines of business or Customers.

1.5. **Required Records:** The following is a brief description of the books and records considered as the minimum required for recording transactions. Program Contractors may establish additional accounting records that are necessary to provide adequate financial control of Focus on Energy assets and liabilities and to account for Focus on Energy costs.

- 1.5.1. Receipts for the recording of funds received from the program. All Program income must be easily identified in an audit as Focus on Energy income versus other forms of income received by the organization.
- 1.5.2. A check register to record checks issued for Focus on Energy.
- 1.5.3. A general ledger must be maintained to record all transactions.
- 1.5.4. A program cost control ledger, which may be an account, or a series of subaccounts within the general ledger to accumulated costs applicable to Focus on Energy.
- 1.5.5. A general journal for transactions not involving the receipt or disbursement of cash.
- 1.5.6. Payroll records must be maintained to accumulate the data required by federal, state, or local law with respect to each employee.
- 1.5.7. Property records must be maintained for capital assets including a description of the property, serial or model numbers, date of purchase, original cost and location.

1.6. **Source Documentation:** Every entry in accounting records should be supported by appropriate source documentation. Supporting documents should contain all information necessary to explain every transaction and should be cross-referenced as to allow one to trace any recorded transaction directly to the source or vice-versa. Refer to the Record Maintenance Policy for minimum required source documentation.

**1.7. Internal Control Objectives:** The objectives of the compliance requirements related to internal controls for Focus on Energy are to ensure that:

**1.7.1. Recording of Transactions:** Transactions are properly recorded, as evidenced by the following:

- Reliable reports.
- Maintain accountability over assets.
- Demonstrate compliance with laws, regulations, and other compliance requirements.

**1.7.2. Execution of Transactions:** Transactions are executed in compliance with:

- Laws, regulations, and contract provisions that could have a direct and material effect on Focus on Energy.
- Other regulations as identified in these policies and procedures.

**1.7.3.** Security funds, property, and other assets are safeguarded against loss from unauthorized use or disposition.

**1.8. Components of Internal Control:** There are five components of internal control that should reasonably assure compliance with laws, regulations, and other Focus on Energy compliance requirements. Management of Program Contractors should consider each of these characteristics when developing a system of maintaining data related to Focus on Energy. An assessment of control procedures can be completed at any time throughout the duration of the contract. The five components of internal control are listed in Table 1 below, along with the important elements of each.

**Table 1. Components of Internal Control**

Component of Internal Control	Important Elements
<b>Control Environment</b>	<ul style="list-style-type: none"> <li>• Code of conduct.</li> <li>• Committee for ensuring that regulatory, audit (internal and external) and other similar recommendations are addressed.</li> <li>• Responsiveness to recommendations.</li> <li>• Respect and adherence to compliance requirements.</li> <li>• Responsibilities clearly defined.</li> <li>• Adequate knowledge and experience to discharge responsibilities.</li> <li>• Staff receives adequate training/direction to perform duties.</li> <li>• Management's support of adequate information and reporting system.</li> </ul>
<b>Risk Assessment</b>	<ul style="list-style-type: none"> <li>• Staff understands compliance objectives.</li> <li>• Organizational structure identifies noncompliance.</li> <li>• Process established to implement changes in objectives and procedures.</li> <li>• Management performs a risk assessment of organization over noncompliance.</li> </ul>
<b>Control Activities</b>	<ul style="list-style-type: none"> <li>• Procedures clearly written and communicated.</li> <li>• Management prohibits overriding established controls.</li> <li>• Adequate segregation of duties exists.</li> <li>• Controls exist for computer programs and data.</li> <li>• Assets physically compared to recorded amounts.</li> <li>• Financial information and program results are reviewed.</li> </ul>
<b>Information and Communication</b>	<ul style="list-style-type: none"> <li>• Separate identification of Focus on Energy transactions exists.</li> <li>• Adequate source documentation exists.</li> <li>• Record retention requirements are followed.</li> <li>• Reports provided timely to managers.</li> <li>• Reports reviewed to ensure accuracy.</li> <li>• Established communication channels.</li> </ul>
<b>Monitoring</b>	<ul style="list-style-type: none"> <li>• Built-in monitoring through independent reviews.</li> <li>• Site visits performed.</li> <li>• Follow up on irregularities.</li> <li>• Management meets with independent evaluators.</li> <li>• Routine tests for noncompliance.</li> <li>• Assess adequacy of corrective action.</li> </ul>



## POLICY: RECORD MAINTENANCE

The policy established herein provides guidance on the requirements for retaining records pertinent to Focus on Energy contracts, including unlimited access to documents, type and acceptable format of required records, and a retention period.

### 1. Record Maintenance

In order to protect the legal and financial interests of Focus on Energy, Program Contractors shall retain full and complete records concerning program operations. However, keeping records is not sufficient. Records must be created, organized, and disposed of systematically and efficiently, or they become a burden to the Program Contractors.

### 2. Access to Records

All data and records kept for Focus on Energy are the property of Focus on Energy. Records shall be so arranged, filed, and indexed that they may be readily identified and made available to representatives of the Commission.

- 2.1. The Commission or its designee shall have access at any time and the right to examine, audit, excerpt, transcribe and copy on the Program Contractors premises any directly pertinent records and computer files involving transactions relating to the contract. Similarly, the Commission shall have access at any time to examine, audit, test and analyze any and all physical programs subject to the contract.
- 2.2. If the material is held in an automated format, the Program Contractors shall provide copies of these materials in the automated format or such computer file as may be requested by the Commission.
- 2.3. All requests for records under the Wisconsin Open Records Law Wis. Stat. § 19.31-19.39 (2024) are to be submitted to:

Joe Pater  
Director, Office of Energy Innovation Public  
Service Commission  
P.O. Box 7854  
4822 Madison Yards Way, Madison, WI 53705  
Office: 608 513-9408 Email: [joe.pater@wisconsin.gov](mailto:joe.pater@wisconsin.gov)

### 3. Required Records

- 3.1. The minimum acceptable financial records for Focus on Energy consist of:
  - For Time & Materials contracts, documentation of employee time in quarter hour increments (timecards);
  - Documentation of all equipment, materials, supplies and travel expenses;
  - Inventory records and supporting documentation for allowable equipment purchased to carry out the scope of work;
  - Documentation and justification of methodology used in any in-kind contributions;

- Documentation of contract services and materials;
- Documentation of competitive procurement practices for products and services purchased as a result of the award;
- Documentation of submittals and required approvals for all deliverables, subcontracts, insurance certificates, etc.; and
- Any other records which support charges to Focus on Energy funds.

**3.2.** Program Contractors shall assure the availability of records of services performed by Subcontractors and Implementer Subcontractors for the periods indicated herein, in a manner similar to its own financial records.

**3.3.** Program Contractors must also retain records relating to appeals, disputes, or litigation arising out of the performance of Focus on Energy.

#### **4. Protection and Storage of Records**

**4.1.** Program Contractors shall provide reasonable protection for program and financial information from damage by fires, floods, and other hazards and, in the selection of storage spaces, safeguard the records from unnecessary exposure to deterioration from excessive humidity, dryness, or lack of proper ventilation.

**4.2.** Records maintained in electronic, magnetic, micrographic, optical and other similar methods should be stored in a controlled environment with temperature and humidity ranges within reasonable guidelines.

**4.3.** Program Contractors shall be diligent in the backup procedures used to maintain financial information. Backups should be rotated regularly and kept in a secure, climate-controlled facility.

**4.4.** Program materials containing Customer Information or private information about program participants must be stored in a manner consistent with the Information Security and Confidentiality Policy.

#### **5. Retention of Records**

**5.1.** Program Contractors shall retain financial records related to the Program for six years following final payment on the contract.

**5.2.** Legal records shall be retained by the Program Contractors until all litigation, claims or audit finding involving the records have been resolved, or for a period of six years from the date of final payment on the contract, whichever is later.

#### **6. Destruction of Records**

**6.1.** When the retention period has expired, the destruction of the records may be performed in any manner elected by the Program Contractors in a manner consistent with the Information Security and Confidentiality Policy. Appropriate precautions should be taken when destroying information that is forbidden by law to be divulged to unauthorized persons.

**6.2.** When records are destroyed or lost before the expiration of the prescribed period of retention, a certified written statement shall be filed with the Commission within 90 days of discovery of such destruction or loss. The statement shall include a list of the records destroyed or lost, as near as

can be determined, and a report describing the circumstances related to the premature destruction or loss.

## POLICY: COMPLIANCE AUDITS

The policy established herein provides expectations of Program Contractors during compliance audits.

1. As outlined in each contract, the Commission has the right to perform compliance audits on Program Contractors and to select which Program Contractors are to be audited. The Commission will provide an annual list to the Compliance Agent listing the organizations to be audited.
2. The compliance audits are to be completed by the Compliance Agent and are expected to take several days. In some instances, the Program Contractors may accompany the Compliance Agent for all or a portion of the time the audit is taking place. This is at the discretion of the Commission and the Compliance Agent.
  - 2.1. In addition to structuring the audit to verify compliance with items in this manual and contracts, other general items to be tested by the Compliance Agent will include:
    - Compliance with Program and Cost principles.
    - Accounting functions, including internal controls.
    - If applicable, review prior audit findings and corrective action plans to verify changes have occurred. Failure to make corrections may result in contract termination.

### 3. Audit Preparation

- 3.1. Program Contractors are required to assist the Compliance Agent in completing the audit. The following is a brief list of potential items that will need to be completed by the Program Contractors before the Compliance Agent arrives to perform the audit:
  - Providing copies and supporting documentation for all costs claimed on invoices charged to the Commission;
  - Having available payroll and disbursement journals;
  - Pulling supporting documentation for random payroll and disbursement testing;
  - Providing documentation of bidding process for awarding contracts to Subcontractors;
  - Preparing memos or flowcharts documenting internal controls; and
  - Providing time-stamped incentive applications and documentation supporting the incentive (application documents, workbooks, notices, etc.)
- 3.2. After receiving a list from the Commission of Program Contractors to audit, the Compliance Agent will notify the Administrator and the Commission of the Audit Schedule.

### 4. Audit Completion

- 4.1. A representation letter will be requested from management of the Program Contractors at the conclusion of the audit. Among other things, the letter will state that the Program Contractors has provided the Compliance Agent with all records relating to Focus on Energy and, to the best of their knowledge, the Program Contractors have complied with all laws and policies affecting

Focus on Energy.

**4.2.** The Compliance Agent will be responsible for reporting to the Commission upon completion of the audit. The report to the Commission will address the scope of the work performed as well as discuss any findings noted in the audit. If findings are noted during the audit, they will be discussed with Program Contractors before the draft audit report is created. The Program Contractors will have the opportunity to provide a written response to the findings that appear in the final report. This written response should include an explanation and if necessary, a corrective action plan for the finding. The Commission will approve or disapprove the plan and contact the Program Contractor directly if reimbursement/further action is required.

**4.3.** The Compliance Agent and Program Contractors should follow the timeline in Table 2 below to ensure efficient completion of the compliance audit:

**Table 2. Compliance Audit Timeline**

	<b>Task</b>	<b>Timeline</b>
1	Compliance Agent conducts audit and exit interview.	1-4 days
2	Follow-up on preliminary findings and provide additional information.	10 days
3	Auditee provides feedback before the draft Audit Report is created.	10 days
4	Audit Report is drafted by the Compliance Agent and sent to the Auditee for review.	3 – 4 weeks
5	Draft Audit Report is reviewed by Auditee and responses for report are prepared/sent to the Compliance Agent.	10 days
6	Draft Audit Report sent to the Administrator for review after the Auditee has reviewed the report.	5 days
7	Draft Audit Report is reviewed by the Administrator and responses for report are prepared/sent to the Compliance Agent.	10 days
8	Final preparation of the report by the Compliance Agent and transmission of the report to the Commission, Administrator and the auditee.	10 days
9	Commission reviews Audit Report and approves Corrective Action Plan (if applicable).	5 days

**4.4.** Should the Compliance Agent find that the Program Contractor has invoiced the Commission of a non-reimbursable expense, the Program Contractors shall reimburse Focus on Energy via a correction on the next invoice or a check made payable to the SEERA and sent to the Fiscal Agent upon request of the Commission.

## POLICY: PROCUREMENT

The policy established herein provides guidelines related to the procurement of goods and services for Focus on Energy.

### 1. Background

- 1.1. Focus on Energy is funded by Wisconsin electric and natural gas ratepayers and is not an agency of the State of Wisconsin. Accordingly, Focus on Energy Request for Proposals (RFPs) and the Focus on Energy contracting process are not subject to the State of Wisconsin or any governmental or public procurement statutes or administrative rules.
- 1.2. Program Contractors are required to solicit for proposals in a manner that provides for fair competition and gives reasonable notice of all solicitations. The notice will include the purpose, the selection criteria, application process, and all applicable solicitation deadlines.

### 2. Procurements

All opportunities to provide goods or services to Focus on Energy must appear, at a minimum, in an accessible and noticeable location on the Focus on Energy website. To protect the confidentiality of proposals, bidders will not be permitted to view other bidders' proposals or score sheets related to other bidders' proposals.

- 2.1. **Goods or Services over \$50,000 Annually:** Program Contractors that provide goods or services are required to follow the guidelines for procurement as established in this policy for all goods or services procured of \$50,000 or higher value on an annual basis. This includes entities that submit invoices and receive payments, directly or indirectly, for goods or services.
  - 2.1.1. **Proposal Scoring:** Accepted proposals shall be evaluated in a manner that ensures that bid evaluations are conducted with the highest ethical standards, that bid confidentiality is maintained, and that the process is thorough, fair and well-documented.
  - 2.1.2. **Future Focus Exception:** The Administrator will submit a request in writing to the Commission for approval, as the established procurement requirements herein will not apply to Program Contractors that have been vetted through the Future Focus process, regardless of contract value, as delineated in the Focus on Energy Operational Procedures Guide.
- 2.2. **Goods or Services under \$50,000 Annually:** There is no formal bidding process established for goods or services below \$50,000 in value annually. Such proposals must include basic information such as qualifications, services to be provided and a budget broken out by labor, materials, expenses, etc.
- 2.3. **Multiple-Program Limit:** An organization serving as an Implementer or Implementer Subcontractor on more than one Focus on Energy Program shall not have more than thirty percent (30%) of the total implementation budget (accounting for both implementation costs and program incentives).

- 2.4. Multiple-Program Limit Illustration:** The following formulas should be used to determine an Implementer's or Implementer Subcontractor's percentage:

Program Implementer financial program stake = (Implementer non-incentive budget – Implementer Subcontractor non-incentive budget + Program incentive budget\*(Implementer percentage of program non-incentive budget)/ Total implementation budget.

Implementer Subcontractors may use the following formula to determine their proportional share of a Program's budget: (Implementer Subcontractor non-incentive budget) + (Program incentive budget\* Implementer Subcontractor's percentage of the total Program's non-incentive budget).

#### **Illustrative Example for Financial Program Share Calculation**

<b>Technical &amp; Customer Support Cost Category</b>	<b>Dollar Amount</b>
<i>Implementer</i>	
Technical & Customer support labor	\$2,300,000
marketing	\$100,000
	\$75,000
other direct costs	\$25,000
subcontractor	\$500,000
<b>Implementer Sub-Total</b>	<b>\$3,000,000</b>
<b>Administrative Costs</b>	
<b>Subtotal</b>	<b>\$3,000,000</b>
<b>Incentives</b>	<b>\$7,500,000</b>
<b>TOTAL PROGRAM BUDGET</b>	<b>\$10,500,000</b>
<b>TOTAL IMPLEMENTATION BUDGET</b>	<b>\$75,000,000</b>

*Implementer's financial program percentage = (\$3,000,000 – \$500,000 + \$7,500,000\*(\$3,000,000 – \$500,000)/3,000,000) /\$75,000,000 = 11.67%*

- 2.5. Waiver of Bidding Process:** The Commission may provide a waiver of bidding when certain circumstances exist that preclude bidding, for instance when sole-source procurement is justified. The Commission has the ultimate decision as to whether a contract or good/service over \$50,000 (annually) does not need to be bid.
- 2.5.1.** Implementer requests shall be made through the Administrator, who will coordinate the request with the Commission.
- 2.5.2.** Bid waiver requests for Subcontractors or Vendors to other Program Contractors shall be submitted to the Commission.
- 2.5.3.** Any request to not bid a project or program over \$50,000 (annually) shall include a written business justification about why the particular project or program should not be bid, and documentation that the resulting bid has competitive, market- based pricing, or is evidenced by receipt of a Request for Quotation (RFQ). Such waivers must include the time period the waiver is being requested for, or the waiver will be valid for the initial contract period. Waivers will be valid for a maximum of four years. If an Implementer receives a waiver to extend a previously awarded Program that went through the



Request for Proposal (RFP) process, then a waiver is not required for work performed by Subcontractors or Program Implementer Subcontractors that were included in the Implementer's original proposal.

- 2.5.4. Inspection:** Program Contractors will maintain records relating to the waiver of the bidding process, including the business justification for not bidding a goods or services over \$50,000 (annually) and for all Commission-granted waivers and exceptions per the records retention policy.

**2.6. Entity Classification:** The party to be contracted with may fall into one of the following categories:

- 2.6.1. Subcontractor:** For Contractors, entities that receive a contract to help carry out a part or all of the primary scope of the Contractor's contract are considered Subcontractors. For Implementers, entities who are contracted to perform duties related to processing applications or approving applications, determining eligibility, providing engineering or technical services to Customers or Trade Allies, or achieving savings would be considered a subcontractor (Implementer Subcontractor). Contractors and Implementers must offer the same or similar protections (insurance, required contract flow down provisions, etc.) to their subcontractors.
- 2.6.2. Vendor:** Entities that receive a contract to provide goods or services within the ordinary course of business and whose performance isn't directly tied to the primary scope of the Contractor or Implementer contract. Examples of vendors are outside legal services, software as a service (SaaS) providers, marketing firms, media groups, printing/promotional product providers, IT and website development firms, etc.
- 2.6.3. Researcher:** Entities that receive a contract to provide services for conducting research and/or implementing pilot or EERD programs. Researchers must offer the same or similar protections (insurance, required contract flow down provisions, etc.) to their subcontractors.
- 2.6.4.** If it is unclear as to which classification an entity is, seek direction from Commission staff.

**2.7. Requirements**

- 2.7.1. Serial Contracting:** Serial Contracting (Serial Purchasing) is prohibited.
- 2.7.2. Non-Collusion Statement:** Where more than one bid is solicited, each bid solicitation package must contain the following non-collusion statement:

"In signing this bid, the undersigned affirms that they are a duly authorized representative of the bidder submitting the competitive bid attached to this statement. The undersigned also affirms that neither they nor the bidder nor any of the bidder's employees, agents, or assigns has, either directly or indirectly, entered into any agreement, prepared this bid in collusion with any other party, or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that the contents of this bid have not been knowingly disclosed or communicated by any employee or agent prior to the opening of bids to any other bidder or competitor or any other person engaged in this type of business; and that the above statement is accurate under

penalty of perjury.”

- 2.8. Award Notification:** The winning bidder will be notified first. The winning bidder will have three business days to indicate acceptance of the award. Acceptance may be written or oral. Upon acceptance, other bidders will be notified of the outcome.

**2.8.1. Bidder Feedback:** All unsuccessful bidders will be given the opportunity to receive written feedback on their submittal upon request.

### 3. Appeals

Any unsuccessful bidders may submit a written appeal to the organization that released the RFP. The appeal must be as specific as possible and must present evidence that the RFP did not follow the *Focus on Energy Policy Manual* or the policies and procedures set forth in the RFP.

- 3.1. Criteria for an Appeal:** The following criteria may qualify the unsuccessful bidder for an appeal. All other requests for an appeal will be rejected, including appeals contesting the discretion and scoring of the proposal review committee.

**3.1.1.** A violation of the policies and procedures outlined in the RFP or in the *Focus on Energy Policy Manual*, or

**3.1.2.** Evidence that the RFP process was not competitive.

- 3.2. Appeal Submission:** Proposers may appeal an award decision by sending a written appeal within five business days of receipt of notification of the intent to award decision. The appeal must:

- Specify the basis of the appeal and provide all evidence to support such basis;
- Include the signer's name;
- Include a mailing address;
- Include a daytime telephone number; and
- Be submitted to the issuer of the RFP.

### 3.3. Appeal Review

**3.3.1.** The Administrator or Commission designee will initially review the appeal to determine if it meets the criteria for an appeal.

**3.3.2.** If the appeal is accepted, it will be reviewed by an Appeals Committee comprised of at least three persons who were not directly associated with the evaluation of the proposals. The Committee must include at least one member of the Administrator.

**3.3.3.** Within 10 business days from receipt of the appeal, the Appeals Committee will issue a final written decision, with notification to the Commission. The decision of the Appeals Committee will be binding, and there will be no additional consideration of the subject appeal.

**3.3.4.** A Proposer that fails to file an appeal within the time limits established above will be deemed to have waived its right to be heard by the Appeals Committee.

**3.3.5.** The entity issuing the RFP may proceed to contract with the selected bidder(s) even if an

appeal is pending.

## 4. Contract Terms and Conditions

### 4.1. Administrator Managed Contracts

- 4.1.1. Prior to execution, the Commission must approve the terms and conditions included in the contract templates to be executed between the Administrator and its Implementers, Subcontractors, Vendor and Researchers. Executed contracts are posted on The Grid under Administration/Contracts [here](#) for Commission viewing.
- 4.1.2. **Implementer Subcontractor Contracts:** The Implementer shall ensure, and the Administrator validate, prior to a contract's execution that the Implementer contract flowdown provisions are included. The Implementer shall have the obligation to monitor subcontractor performance per the terms and conditions of their respective subcontractor contracts.

### 4.2. Other Program Contractors

- 4.2.1. Prior to execution, the Commission must approve the terms and conditions included in the contract templates to be executed between the other Contractors and their Subcontractors and Vendors Fully executed contracts are posted on The Grid under Administration/Contracts [here](#) for Commission viewing.

## POLICY: DATABASE

This policy establishes guidelines for managing and using the Database, including increasing and maintaining Focus on Energy data integrity, data relevance, data reliability, data availability, protecting Customer Information; and enabling proper access to data and storage of data in the Database. This policy applies to all Program Contractors that develop, maintain, or use the Database.

### 1. Data, Ownership, and Usage

- 1.1. **Ownership: The Database is the property of SEERA.**
- 1.2. **System Oversight:** The Commission retains authority as the Database Administrator. As such, the Commission shall make all final decisions related to the Database.
- 1.3. **System Utilization:** Whenever possible, Focus Staff will utilize the Database. This includes using the Database for: budgeting, reporting incentive processing, account/trade ally management, activity tracking, marketing, etc.

### 2. Responsibilities of the Systems Administrator

- 2.1. **Systems Access:** The System Administrator shall create new users in the Database, The Grid, and Jira as directed by the Administrator or Commission staff.
- 2.2. **Systems Licensing:** The System Administrator shall coordinate the purchase and payment of licensing agreements for software, hosting, etc. that are utilized by the Focus on Energy Program. A list of all licenses detailing one-time costs, ongoing costs, and start and end date, will be maintained and posted on The Grid.
- 2.3. **Technical Support:** The System Administrator will troubleshoot issues and problems that arise due to bugs and/or system updates in coordination with the Administrator. Jira or other approved ticketing system will be utilized to document issues and bugs.
- 2.4. **System Enhancements:** The System Administrator shall inform the Commission staff on new technological developments, product releases, and related technological news. The System Administrator shall provide input on proposed system changes, assisting the Administrator and Commission staff on analyzing process improvements and business needs.
- 2.5. **Data Management:** The System Administrator shall advise Administrator and Commission staff on best practices for data management and CRM system usage.
- 2.6. **Training:** The System Administrator shall facilitate and train Administrator and Commission staff on system administration and trouble shooting. Training shall be provided on existing or new products when requested by the Administrator or Commission staff.
- 2.7. **Support Documentation:** The System Administrator shall develop and maintain processes and procedures applicable the maintenance of the systems. The System Administrator shall assist Administrator and Commission staff in the updates of the Database Reference Guide and other supporting documentation.

- 2.8. **System Customization:** The System Administrator shall modify code and customizations to the Microsoft Dynamics platform and other existing auxiliary systems to meet the current needs of Focus on Energy.
- 2.9. **Reporting:** The System Administrator shall assist with building reports and dashboards that facilitate the business decisions for Focus on Energy.
- 2.10. **System Updates:** The System Administrator shall coordinate with the Administrator and Commission staff on deploying updates to the systems. Release notes shall be drafted and provided with each update of the CRM functionality. The System Administrator shall notify users when they need to be out of the CRM and when it is clear to go back into the CRM.
- 2.11. **System Monitoring:** The Systems Administrator shall monitor the security and health of the systems.
- 2.12. **User Usage:** The Systems Administrator shall perform quarterly reviews of user activity to ensure that all licenses are being utilized. Users that have licenses but are not accessing the system are to be deactivated.

### 3. Responsibilities of the Administrator

- 3.1. **Staffing:** The Administrator shall employ an IT systems team that will assist the Commission staff representative in all matters regarding the maintenance, support, and ongoing improvement of the Database and other key Focus on Energy Program systems. The systems team will consult with and work through the Commission representative for all matters related to the Database, and any decisions related to the Database are subject to the approval of Commission staff.
- 3.2. **Access Requests:** Any and all requests for access to the Database from Program Contractors shall be directed to the Administrator for review and approval.
- 3.3. **Measure Setup:** The Administrator shall review and approve all requests for new measures or measure changes in the Database.
- 3.4. **Technical Support:** The Administrator shall serve as the first line of technical support for all Database users. This includes reviewing, evaluating, and when possible, resolving system issues that arise.
- 3.5. **Training:** The Administrator shall provide training and assistance to all Administrator, Implementer, and Implementer Subcontractor staff when requested and through pro- active outreach. This includes hosting working groups, developing how-to videos, etc. Each Contractor is responsible for training its own staff, using the Administrator-provided training guidance and materials.
- 3.6. **Training Oversight:** The Administrator shall ensure each Implementer and Implementer Subcontractor has adequate internal training procedures that adhere to the Focus on Energy and Database-specific policies and procedures. Each Contractor must ensure all new users have a baseline of knowledge before they start using the Database.
- 3.7. **Data Quality Assurance:** The Administrator shall develop and maintain processes for

monitoring data quality in all areas of the Database.

- 3.8. **Data Value:** The Administrator shall evaluate the data being collected to ensure it has a legitimate use for core Focus on Energy Program goals and/or objectives.
- 3.9. **Support Documentation:** The Administrator shall assist Commission staff in the updates of the Database Reference Guide and other supporting documentation. Administrator users shall follow the procedures and conventions outlined in the Database Reference Guide.
- 3.10. **Data Cleanup:** The Administrator shall assist with monitoring and cleanup of the Database data as directed by the Commission staff.
- 3.11. **Database Utilization:** The Administrator shall ensure that Implementers and Implementer Subcontractors use the functions in the Database to the maximum degree feasible for effective delivery of their Program(s). Unless given a waiver by the Commission, no other system shall be used by the Administrator or any of its Implementers or Implementer Subcontractors that replicates or overlaps the Database functionality.

#### 4. Responsibilities of Implementers and Implementer Subcontractors

- 4.1. **Database Representative(s):** Each Implementer will provide and designate staff as front-line support for their staff for Database issues. The front-line support staff should have a high level of system knowledge.
- 4.2. **Jira Usage:** Each Implementer will utilize Jira or other approved Database ticketing system for all new user requests, user deactivations, etc.
- 4.3. **Staff Training:** Each Implementer and Implementer Subcontractor shall ensure their staff utilizing the Database and other systems are fully trained and know the correct processes for handling accounts, applications, and overall data integrity.
- 4.4. **System Policy:** Each Implementer or Implementer Subcontractor shall follow the system policies and procedures in the Database Reference Guide, Focus on Energy Operational Procedures Guide, and the instructions/procedures published for specific tasks. Ex. Grid Application Staging.
- 4.5. **Data Quality:** Each Implementer or Implementer Subcontractor shall develop and maintain processes for monitoring data quality in all areas of the Database.
- 4.6. **Data Value:** Each Implementer or Implementer Subcontractor shall evaluate the data being collected to ensure it has a legitimate use for core Focus on Energy Program goals and/or objectives. Collected data is to be entered into Database when feasible.
- 4.7. **User Usage:** Each Implementer or Implementer Subcontractor shall review inactive user lists provided by the Administrator for their programs user activity to ensure that all licenses are being utilized. Users that have licenses but are not accessing the system are to be deactivated.
- 4.8. **Support Documentation:** Upon request by the Administrator, Implementer or Implementer Subcontractor staff shall provide information to update the Database Reference Guide. Each Implementer and/or Implementer Subcontractor shall provide the Administrator with supplemental procedures for program specific procedures outside of the Focus on Energy

## Operational Procedures Guide.

- 4.9. **Data Cleanup:** Each Implementer or Implementer Subcontractor shall assist with monitoring and cleanup of the Database data as directed by the Commission staff.
- 4.10. **Database Utilization:** Each Implementer or Implementer Subcontractor shall use the functionality in the Database to the maximum degree feasible for effective delivery of their Program(s). Unless given a waiver by the Commission, no other system shall be used by the Administrator or any of its Implementers that replicates or overlaps the Database functionality. This includes but is not limited to storing large amounts of Program data. The Implementer must provide a list of all software/iPad/databases used to access the Database and provide it for Commission review.
- 4.11. **Application Processing:** All Applications, Measures, savings, Incentives payments, etc. will be entered into and run through the Database. This includes incomplete Applications or Applications that are not qualified. For some programs, this information would be collected as an Opportunity form instead of an Application.
- 4.12. **Leads:** Will be utilized for potential Customers/projects, marketing, tracking potential providers/Trade Allies, referrals (from other programs). For some Programs, staff may elect to only utilize opportunities for tracking possible projects.
- 4.13. **Opportunities:** Will be utilized for tracking potential projects. For some Programs an alternative use may be approved.
- 4.14. **Contacts:** Will be utilized to document key individuals for accounts in the Database. For certain programs, Implementer or Implementer Subcontractor shall document interactions with staff by utilizing “notes” and/or “activities” depending on the needs of the program. Implementers and/or Implementer Subcontractors will review and update contact information to ensure the Database contains accurate and current information.

## 5. Responsibilities of All Program Contractors Utilizing the Database

- 5.1. **Database Utilization:** All organizations will utilize the Database including but not limited to the following activities.
  - 5.1.1. **Education and Training:** Administrator and Implementers will utilize the event software as listed in the *Operational Procedures Guide* when coordinating training events. Education and Training is defined as any event that involves more than five existing/prospective Trade Allies, Customers, or outside associations.
  - 5.1.2. **Data Integrity and Cleanup:** Each Program Contractor will assist with data cleanup and notify the Administrator of inaccurate or problematic data.
  - 5.1.3. **User Training:** Each Program Contractor will have a training plan with supporting documentation. Depending on the needs and complexity of the Program, the Administrator or System Administrator may provide the training materials. All materials will be located on the Grid.
- 5.2. Specific details on system usage can be found in the Database Reference Guide. Utilizing any



software, online service, etc. that overlaps with the Database functionality is prohibited unless approved by the Commission.

## 6. Security, Archiving and Data Retention

- 6.1. **Data Security:** Database security, archiving, and retention shall comply with requirements established in the Information Security and Confidentiality Policy as well the Database Reference Guide.
- 6.2. **Security Roles:** Users shall be granted security roles that limit access to the Database capabilities and data, depending on that user's role with Focus on Energy. These access privileges shall be reviewed and approved by the Administrator.
- 6.3. **Unauthorized Users:** Employees who no longer work on Focus on Energy must be removed from the Database and all other Focus on Energy data systems immediately. Failure to do so could result in that user causing significant damage in several areas. Damage resulting from unauthorized users is the responsibility of the organization the user works/worked for. Costs to repair or recover lost data will be charged to the appropriate party.
- 6.4. **User Requirements:** Database users must be an employee of an organization contracted with the Program by the Commission or Administrator in order be granted access to the Database. All new users shall be required to complete the Information Security and Confidentiality training which is provided by the Administrator.
- 6.5. **Replicated Database Access:** In order to utilize certain business tools, Program Contractor staff will sometimes be given direct access to the replicated database for specific use cases. Database access will be restricted by data table or row depending on the specific need of the individual/organization. Staff with access will only use this access for the approved use case approved by Commission staff.
- 6.6. **Data Replication:** Unless given written permission from the Commission, no organization will maintain bulk storage of Focus data in the form of access, SQL Server, etc.
- 6.7. **User Training:** The Administrator will facilitate an IT Security training for all staff employed by Focus on Energy that have direct access to Program data. The IT security approach and method will be reviewed and approved by Commission staff prior to implementation. The recommended approach is annual, live training with attendance tracked.

## **POLICY: IT SYSTEMS AND SOFTWARE**

### **1. New Software and IT Solutions**

Any new purchase, license renewals, use of ancillary software, applications, reporting tools, etc. for program related activities will be reviewed by the Administrator before it has been selected, procured or used. Depending on the nature of the need being addressed, Commission staff may need to be involved in the selection process and provide approval. This excludes commonly used software such as the MS Office suite and Adobe.

### **2. Centralized Content Management System**

In collaboration with the System Administrator, the Administrator shall maintain a Commission staff approved MS SharePoint or equivalent system that provides access for Contractors, Implementers, the Administrator, and Commission staff. The system is considered owned by the program and will be located on a hosted service approved by the PSC. A governance workgroup will oversee change and system guidelines. A PSC staff member will be part of this workgroup. This system will contain all program plans, process diagrams, operation plans, contracts, templates, policy, and procedures used for Focus on Energy.

### **3. Website Improvements**

The Administrator will review pending or planned changes with Commission staff that involve significant functionality improvements or enhancements to the website. This will help ensure website efforts are coordinated with the overall approach to Focus systems and existing IT solutions.

### **4. Inventory Report**

The Administrator will maintain a list of all ancillary software, applications, databases, reporting tools, etc. used for Focus activities by the Administrator or Program Contractors. This excludes common place software such as MS Office and Adobe.

## POLICY: INVOICING, PAYMENT, BUDGETS & COSTS

This policy provides Program Contractors with the information necessary to obtain payment for services provided and provides clearly defined rules regarding allowable expenses, tracking and budget submittal. The Administrator, Implementers, Subcontractors and Vendors shall refer to the Focus on Energy Operational Procedures Guide for specific guidance on how to submit invoices for approval and other related procedures.

### 1. Invoice Timing

- 1.1. In order to receive payment for services provided, Program Contractors must adhere to specific requirements for submission of invoices related to contact information, invoice format, and timing.
- 1.2. **Process Schedule:** A Process Schedule (aka Check Run Schedule) will be developed by the start of every calendar year to determine incentive submittal deadlines and check payment dates for the year. The schedule will be a collaborative effort between the Administrator and the Fiscal Agent. The schedule must be reviewed and approved by the Commission prior to implementation and will be posted on The Grid [here](#).
- 1.3. **Check Runs:** Focus on Energy deploys weekly check runs in order to promptly pay Focus on Energy Customers, Trade Allies, and Program Contractors. See the [Process Schedule](#) for the specific dates and processing times. Contractors submitting invoices directly to the Commission may be paid by SEERA at the Commission's discretion. Incentives for payment shall be obtained from the Database.

### 2. Invoice Payments

- 2.1. **Program Contractors** are required to submit invoices pursuant to the terms of their respective contracts.
- 2.2. Invoices from **Program Contractors** will be paid via electronic payment on the check run following approval.
- 2.3. Costs submitted for reimbursement must be previously incurred. Costs are incurred when the goods or services are received. No payment shall be made for costs not yet incurred without approval of the Commission. This excludes reimbursement for annual memberships, annual licenses, flights, and conference registrations which may be invoiced for when paid.
- 2.4. The Commission shall have five days after receipt to review **Contractor** invoices. The Commission will either approve the invoice for payment or inform the Contractor in writing of any disputed amount and the basis for such dispute.
- 2.5. **Invoice Disputes:** If an invoice is disputed by the Commission, the Fiscal Agent will have 30 days to address the dispute. If the parties cannot resolve the dispute within 30 days, both parties shall attempt to resolve the dispute in a written request to SEERA. If SEERA and the Contractor cannot resolve the dispute within 10 business days after receipt of the written

request, each party may pursue its available judicial or other remedies.

- 2.6. Last Date in Calendar Year to Submit Invoices for Payment:** All invoices must be received by the deadline for the last check run of that program year as referenced in the Process Schedule. Invoices received after this date will be paid at the sole discretion of the Commission. Approvals for December invoices will be extended to a later date in January to accommodate processing of end-of-year expenses that need to align with the program year. Requests for payment of invoices received after the last check run date must be made in writing to the Commission. Implementers will submit requests to Administrator who will forward the request to the Commission.
- 2.7. Electronic Invoice Payments:** A Program Contractor, Customer, or Trade Ally may receive electronic payment for services. An Automated Clearing House (ACH) payment authorization form must be completed in order to receive electronic payment. Refer also to the ACH Payment procedure in the Operational Procedures Guide.
- 2.8. Paper Incentive Checks:** All paper incentive checks issued to Customers, Trade Allies, and Program Contractors will be from the Fiscal Agent unless the Commission approves an alternative plan. If approved, any non-Fiscal Agent issued checks must prominently mention Focus on Energy. It is preferable to have the actual logo present. It should be readily apparent to any Customer that the incentive they are receiving is coming from Focus on Energy.
- 2.9. Hand Delivery of Checks:** Upon request, the Administrator may approve the hand delivery of Incentive checks to Customers or Trade Allies (if payment is due to them) on a case-by-case basis as detailed in the Focus on Energy Operational Procedures Guide. The Commission may request detail from the Fiscal Agent or Administrator regarding this process.

### 3. Budgets and Budget Cost Line Items

- 3.1. Program Contractors'** respective contracts contain budget tables that contain Line Items corresponding to fields in the Database. Below are the Line Items all Program Contractors may utilize for all program planning, budgeting, and invoicing. More detailed cost breakouts in conjunction with these Line Items can be used but must appear as a subline. Ex. Marketing – Sponsorships, Events, Website, etc.
- 3.1.1. Labor:** Labor costs include compensation to staff in the form of wages and fringe benefits as well as overhead (ex: IT, accounting, Payroll, etc.). This is also referred to as the Billing Rate and is entered in the Technical and Customer Support line item in the Database. Companies will not be asked for a specific dollar break out of what constitutes their billing rates. However, if requested, they must disclose the types of costs included and the allocation method being used to determine it. Any bonus structure should be disclosed to the appropriate contracting agency and be stored with the other contract documents. Charges under this category should be for time directly associated with a specific program activity.
- 3.1.2. Administrative Labor:** The costs not directly associated with a specific program activity, but which are necessary to the development and administration of the programs. Administrative costs include: record keeping, payroll, accounting, auditing, billing, business management, budgeting and related activities, overhead allocation and other costs necessary to direct the organization of the Program, but do not include Program

evaluation. **This applies to Program Contractors whose total annual budget exceeds \$250,000, unless otherwise exempted by the Commission.**

- 3.1.3. Technical and Customer Support – Fixed Fee:** Costs for technical and Customer support in the Program Contractor's contract. Labor is a category under T&CS – Fixed Fee.
- 3.1.4. Technical and Customer Support – Performance:** Costs for technical and Customer support based on performance metrics (KPIs) identified in the Program Contractor's contract.
- 3.1.5. Travel:** Mileage, meals, hotel rooms, etc. NOTE: As of 1/1/2019, this is no longer an applicable line item for the Administrator, Implementers and Implementer Subcontractors as these parties are no longer allowed to charge travel expenses for reimbursement. Refer to the *Focus on Energy Travel Policy* for additional details.
- 3.1.6. Incentives:** Expenditures that directly result in lower costs for the Customer. These can include, but are not limited to product buy downs, instant rebates, mail in rebates, and grants.
- 3.1.7. Subcontractors:** Individuals or organizations hired for program activities. There can be no mark-up or profit to the contracting agency or agent thereof on any subcontractor costs, unless specifically approved in writing by the Commission. Any approval will be a standalone approval and contain an outline of the request and justification for it. Subcontractor costs should be included in the Technical Customer and Support Line.
- 3.1.8. Other Direct Costs:** Miscellaneous costs that do not fit into any other line item (i.e. marketing, training consultant costs outside of labor, trade association memberships, conference rooms for external trainings and other meetings with Customers or Trade Allies).
- 3.1.9. Equipment and Other Capital Expenditures:** Any type of tangible equipment or item that is specifically purchased and used for Focus on Energy work should be included under the Other Direct Costs field in the Database. Items that are \$500 or greater will need to be tracked and inventoried. Focus on Energy retains the ownership rights to equipment at this price level if purchased with solely Focus on Energy funds. Any equipment purchased with Focus on Energy funding (regardless of the cost) cannot be used for any other program, Customer, or line of business.
- 3.2. Contractors:** Budgets of Contractors contracting directly with the SEERA or the Commission may be updated at the discretion of the Commission. All budget shifts will be indicated on the invoice.
- 3.3. Administrator:** The Administrator may move Focus on Energy funds within the budget categories of the Business and Residential Portfolios. Funding shifts of amounts greater than \$500,000 that negatively impacts the intended 60/40 budget split between Business and Residential Portfolios requires prior written approval from the Commission. The Administrator shall document such approved budget adjustments.

## 4. Invoice Requirements

- 4.1. Program Contractors shall submit all invoices through the Database, unless otherwise specified in their contracts. Program Contractor's subcontractor's invoices do not need to be submitted through the Database, unless otherwise directed by the PSC.
- 4.2. **Invoice Templates:** Any templates used for supporting documentation of invoices will be maintained and created by the Contractor for their respective contractual role. In all cases, the Commission must approve invoicing and related templates. For all Contractors, except the Administrator for whom travel does not apply, all travel receipts must be scanned and uploaded with the monthly invoice in order to receive reimbursement.
- 4.3. Invoices uploaded to the Database may only contain information for one organization.
- 4.4. **Time and Material (T&M) Contracts:** Program Contractors invoicing under a T&M contract may bill to the Line Items corresponding to their contract's budget table, which may contain any of the Line Items above in Section 2.
- 4.5. **Fixed Fee/Pay-for-Performance (P4P) Contracts:** Program Contractors invoicing under a Fixed Fee/P4P contract may only bill to these Line Items corresponding to their contract's budget table, which may contain:
  - Administrative-Fixed
  - Technical & Customer Support-Fixed
  - Technical & Customer Support-Performance
  - Incentives
  - Other Direct Costs

## 5. Cost Principles

- 5.1. **General Income and Cost Classification:** There are two classifications used to define the flow of money into and out of the program fund:
  - 5.1.1. **Direct Costs:** A direct cost (i.e., program cost) is any cost that relates specifically to Focus on Energy. Examples (1) the hourly billing of an employee who devotes all of their time to the performance of program objectives can be charged as a cost to Focus on Energy; (2) postage; (3) marketing. All direct cost purchases and activities funded by Focus on Energy dollars are subject to full recovery by Focus on Energy.
  - 5.1.2. **Program Income:** This includes all income that an organization receives due to Focus on Energy-related activities or on behalf of Focus on Energy including, but not limited to, training fees and product subsidies.
- 5.2. In some cases, Program Contractors may receive income for program activities. In these cases, Program Income may be handled in two ways, subject to Commission approval:

**Method 1:** The Commission may allow an invoice offset process upon request. Under an invoice offset process, the program income is deducted from the invoice expenses that are submitted. All invoice offsets must be specifically tracked by the Administrator.

**Method 2:** Program Income is sent into the Fiscal Agent every quarter. All funds must be held in



an FDIC-insured account until they are sent in. All interest received from program income belongs to Focus on Energy and must be turned in every quarter. Any income received under this method will be reallocated at the discretion of SEERA and the Commission.

- 5.3. Estimates of Program Income are to be a part of all budget submittals and program plans. Any program income brought in by Program Contractors is to be clearly identified on all invoices. All Program Income is to have a unique account coding/account in the organization receiving it, so it is easily identified in an audit as Focus on Energy income. Failure to report program income is to be considered fraud.
- 5.4. Financing initiatives such as loan programs are exempt from this provision and will follow the reporting requirements approved in their respective plan/contract.

## 6. Expense Types

All Focus on Energy expenditures can be classified into one of the types listed below:

- 6.1. **Oversight Administration:** Costs incurred by the Commission and the SEERA.
- 6.2. **Program Administration:** These are costs incurred by the Administrator for administration of Focus on Energy. The primary duties involved in program administration include:
  - 6.2.1. Program Development: Design, planning, portfolio balancing including establishing energy savings goals, targets, incentives levels provided and other metrics.
  - 6.2.2. Contract management with SEERA, the Commission, Contractors, and Subcontractors.
  - 6.2.3. Reporting on program activities as specified in the contract.
  - 6.2.4. Financial management activities: i.e., income and expense tracking, invoicing, budget development and monitoring.
  - 6.2.5. Communication and coordination between programs and with stakeholders, which includes: Marketing coordination and oversight; utility communication on program offerings and coordination on voluntary programs; state and federal program entities.
  - 6.2.6. Incentive Payment Management: Form development, processing and quality control, and Customer service.
  - 6.2.7. Database management, support and quality control (all data and applications).
- 6.3. **Program Implementation Costs:** These are costs incurred by the Implementers and Implementer Subcontractors for activities necessary to achieve program energy savings goals, market effects or other deliverables described in the Program Contractor's contract.
  - 6.3.1. In general, program implementation refers to interaction, either in person, by phone, or by email with Customers, Trade Allies, Utilities, and other stakeholders who are on the receiving end of program activities. These costs also include education and training activities, assisting with research, outreach and information services (website, call center), and marketing labor costs, which are not always directly attributable to a specific



goal, but assist in delivering the program nonetheless.

- 6.4. Incentives:** Expenditures that directly result in lower costs for the Customer. These can include, but are not limited to, product buy downs, instant rebates, mail in rebates, and grants. Alternative incentives such as SPIFs should be included as a sub line.
- 6.5. Marketing:** These are for costs paid directly to marketing subcontractors, advertisers, sponsorships, brochure printing, etc.
- 6.6. Program Support:** Costs incurred by the Fiscal Agent.
- 6.7. Program Compliance:** Costs incurred by the Compliance Agent.
- 6.8. Program Evaluation:** Costs incurred by the Evaluation Contractor.
- 6.9. Other:** Used for costs incurred directly by SEERA which do not fit into one of the previously mentioned categories.

## 7. Costs

- 7.1. Allowable and Non-Allowable Costs:** The following principles are general guidelines to be applied in determining whether costs are allowable:
  - 7.1.1.** The specific authority for direct costs allowed or prohibited under Focus on Energy are found in provisions of contract agreements and this Policy Manual and as otherwise determined by the Commission. This guidance does not dictate or limit the amounts which Program Contractors may spend. However, it does specify what direct costs may or may not be reimbursable from the Commission. Any expenses that the Program Contractors consider unusual should be discussed with the appropriate contracting agency prior to incurring the cost.
- 7.2. General Allowable Cost Principles:** The general principles determining whether direct costs are allowable under Focus on Energy include but are not limited to the following:
  - 7.2.1.** Costs must be incurred subsequent to the date of a signed contract agreement, except as authorized in writing by the Commission to a Program Contractor. After receipt of written authorization to proceed, that entity can provide authorization to its subcontractors to commence work and incur costs. Subcontractor authorizations must be for the same time duration.
  - 7.2.2.** Costs must be reasonable and necessary for the performance and administration of objectives associated with Focus on Energy.
  - 7.2.3.** Costs must be given consistent treatment through application of generally accepted accounting principles appropriate to the circumstances.
  - 7.2.4.** Costs must conform to any limitations or exclusions set forth by sound business practices, arms-length transactions, state or local laws, contract agreements, or other governing regulations as to types or amounts of cost items.

- 7.2.5. Costs must be documented in accordance with the accounting requirements set forth in this policy.
- 7.2.6. Costs must be auditable (i.e. supported by proper documentation such as itemized receipt, invoice, missing receipt form, etc.).
- 7.2.7. Costs cannot be duplicative.
- 7.2.8. Total costs charged cannot exceed the authorized budget and cannot exceed actual expenses incurred.
- 7.2.9. Costs may not be charged to Focus on Energy based on available contract amounts or amounts received to-date. Extra or additional costs outside of the contract are the responsibility of the Program Contractors.

7.3. **Allowable Costs:** Information on specific allowable costs is listed below:

- 7.3.1. **Bid and Proposal Costs:** The costs incurred in preparing and reviewing requests for bids or proposals to subcontract a portion of Focus on Energy administration or implementation are generally allowable if the Program Contractors follow the provisions established in this policy. Costs incurred by the bidding party in responding to requests for proposals are not allowable.
- 7.3.2. **Documentation Costs:** All labor associated with the archival and/or destruction of Focus documents are allowable, as the charges relate to the execution of the contract. Costs incurred for boxes or other materials to assist with this process are non-allowable.
- 7.3.3. **Educational Activities and Special Event Costs:** The term education activities and special events costs means the costs of hosting or participating in training, workshops, seminars, or other events related to the Focus on Energy objectives. This includes all reasonable costs related to the event, provided the event's primary purpose is to meet Focus on Energy objectives. The following are generally considered allowable costs:
  - Cost of renting space to hold the event.
  - Salaries for staff who are actively working at the event.
  - Costs of educational materials that accompany the event.
  - Salaries and/or allowances for presenters at the event, provided that presenters qualified in relation to the objectives of Focus on Energy.
  - Costs to use equipment at the event (i.e. equipment used to assist presenters in disseminating information).
  - Costs associated with marketing the activity or event.
  - Co-sponsorship of an event with other organizations.
  - Other costs reasonable and necessary for a successful event.
- 7.3.4. **Equipment and Other Capital Costs:** For the purposes of this section, "equipment" means an article of non-expendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or

exceeds the capitalization level of \$5,000. This section includes only direct purchases of equipment and not those items included as part of an entity's indirect charge rates.

**7.3.4.1.** Acquisition cost means the net invoice unit price of an item of equipment, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it is acquired. Ancillary charges, such as taxes, duty, protective in-transit insurance, freight, and installation shall be included when determining if the threshold has been met.

**7.3.4.2.** Capital expenditures for equipment directly related to Focus on Energy are allowable as program costs, provided that items with a unit cost of \$5,000 or more in aggregate have prior approval from the Commission. All equipment items purchased with Focus on Energy funds are property of the SEERA. In the event of a dissolution or withdrawal from Focus on Energy, all property purchased with Focus on Energy funds will be retained by Focus on Energy.

**7.3.5.** Capital expenditures for land or buildings are non-allowable as a program cost except with prior written approval from the Commission.

**7.3.6.** Capital expenditures for improvements to land, buildings, or equipment that materially increase their value or useful life are non-allowable as a program cost except with the prior written of the Commission.

**7.3.7. Evaluation Costs:** Focus on Energy contracts include an allowance for costs incurred to aid the Evaluator in performing duties for the Focus on Energy. Examples include:

- Development of ongoing evaluation plan.
- Evaluation of energy efficiency programming efforts.
- Reporting-related requirements.
- Coordination with selected advisory groups.
- Costs incurred to collect data for evaluation.

**7.3.8. Lobbying:** Any activity specifically authorized by statute to be undertaken with funds from the grant, contract, or other agreement may be allowable with prior Commission approval.

**7.3.9. Marketing Costs:** The term marketing costs means the costs of full-service marketing services, concepts and campaign strategy planning, media placement, print products development, electronic/multi-media production, business to business marketing, advertising media, etc. Advertising media includes magazines, newspapers, radio and television programs, direct mail, exhibits, and other similar items. Typical allowable marketing costs are:

- Development of a marketing plan, timeline and budget and submitting progress reports to the Commission.
- Marketing activity coordination, including scheduling events, media buys, style guide, etc.
- Promotional materials for education and training events, providing that materials include the required notation identifying Focus on Energy.

- Website management.
- Preparing and submitting detailed progress reports on marketing to the Commission.
- Procurement of goods and services for the performance of contract obligations.
- Developing a request for proposal for procuring contracts.
- Other specific purposes necessary to meet the requirements of Focus on Energy.

**7.3.10. Public Relations Costs:** The term public relations includes community relations and means those activities dedicated to maintaining or promoting understanding and favorable relations regarding particular Program elements with target audiences, the public at large or any segment of the public. Typical allowable public relations costs are:

- Costs specifically required by the contract.
- Coordination of all public information releases through a marketing contractor.
- Communicating with the public and press pertaining to specific activities or Program accomplishments.
- Obtaining Commission approval for all press releases.
- Conducting general liaison with news media and government public relations officers, to the extent that such activities are limited to communication and liaison necessary to keep the public informed on matters of public concern, such as notices of contract awards, financial matters, etc.
- Obtaining Commission approval for and implementing a public image management strategy.
- Preparing and submitting detailed progress reports on public relations to the Commission.

**7.3.11. Materials and Supply Costs:** The costs of materials and supplies necessary to carry out contract objectives are allowable. Such costs should be charged at their actual prices after deducting all cash discounts, trade discounts, rebates, and allowances received by the organization. Withdrawals from general stores or stockrooms should be charged at cost under any recognized method of pricing consistently applied. Incoming transportation charges may be a proper part of material cost. Materials and supplies charged as a program cost should include only the materials and supplies actually used for the performance of the contract and due credit should be given for any excess materials or supplies retained or returned to vendors.

**7.3.12. Memberships, Subscriptions, and Professional Activity Costs:** Expenses for membership dues, subscriptions and sponsorships of organizations and events to support activities that further and complement the work of Focus on Energy may be allowable.

**7.3.12.1.** The Program Administrator shall submit a list of proposed memberships (in local chambers of commerce, relevant business and trade associations, energy efficiency research organizations, etc.) for each year to the Commission for review and approval. Additional membership opportunities which occur during the course of that calendar year must be submitted to the Commission for prior review and approval.

**7.3.12.2.** Implementers and Implementer Subcontractors must receive approval prior to joining and invoicing for such memberships, subscriptions, etc.

**7.3.12.3.** In general, membership dues, subscriptions and sponsorships should be held in the name of Focus on Energy. However, the Program Contractors may propose a representative or point of contact. Any membership held by the Commission will be held for the benefit and use of all Program Contractors under the Program, regardless of which vendor the appointed representative is with.

**7.3.12.4.** In some situations, Program Contractors may wish to maintain and fund their own business memberships, subscriptions or sponsorships. Focus on Energy funds will not be available to fund such expenses.

**7.3.13. Related Party Transactions:** A related party transaction occurs when one party to a transaction can influence the management or financial operating policies of the other party or a transaction is not performed at arm's length.

**7.3.13.1.** Examples of related party transactions include transactions between:

- Affiliates or divisions of an organization.
- Principal owners of the organization.
- Management of an organization.
- Organizations under common control through officers or directors.
- Immediate family members of owners or management.
- Other parties that may prevent the other party from pursuing separate interests.

**7.3.13.2.** Related party transactions may be allowable if the parties act in a manner consistent with the public interest, which includes spending funds in a cost- effective manner. These types of transactions are allowable if:

- The cost meets criteria for allowable expenses outlined in this manual.
- The Administrator, Contractor or Subcontractor follows procurement and sub-contracting guidelines set forth in the Focus on Energy Procurement Policy.
- Dollars exchanged are similar to the market rate for goods and services; and there is no intent to personally profit from the transaction.

**7.3.14. Salary and Wage Costs:** Except as otherwise specifically provided in this manual, the costs of compensation for salaries and wages are allowable to the extent that:

**7.3.14.1.** Total compensation to individual employees is reasonable for the services rendered and conforms to the established policy of the organization and is consistently applied to both Focus on Energy and non-Focus on Energy activities.

**7.3.14.2.** Charges, whether treated as program implementation or program administration costs, are determined, and supported with appropriate documentation.

**7.3.14.3.** When the organization is predominantly engaged in activities other than those sponsored by Focus on Energy, compensation for employees participating in Focus on Energy will be considered reasonable to the extent that it is consistent with compensation paid for similar work in the organization's other activities.

**7.3.14.4.** In cases where the kind of employees required for these activities are not found in the organization's other activities, compensation for employees participating in Focus on Energy will be considered reasonable to the extent that it is comparable to compensation paid for similar work in the labor markets in which the organization competes for the kind of employees involved.

**7.3.14.5.** All salaries and wages charged to Focus on Energy shall be supported by timesheets/payroll system indicating the number of hours worked by each employee in quarter hour increments, the number of hours related to activities performed for Focus on Energy, the employee's signature or appropriate electronic approval, and proper documentation of approval from the employee's supervisor or equivalent.

**7.3.14.6.** In order to support the allocation of administrative costs, payroll records must be maintained for employees whose work involves two or more functions or activities and the distribution of the compensation between such functions or activities is needed to determine the organization's administration cost rate(s) (i.e., an employee engaged part-time in administration cost activities and part-time in a direct function). Reports maintained by organizations to satisfy these requirements must meet the following standards:

- The reports must reflect an after-the-fact determination of the actual activity of each employee. Budget estimates (i.e., estimates determined before the services are performed) do not qualify as support for charges.
- Each report must account for the total activity for which employees are compensated and which is required in fulfillment of their obligations to the organization.
- The reports must be approved by the individual employee, or by a responsible supervisory official having first-hand knowledge of the activities performed by the employee, that the distribution of activity represents a reasonable estimate of the actual work performed by the employee during the periods covered by the reports.

**7.3.15. Focus on Energy Trademark Costs:** Expenditures which are necessary to maintain the Focus on Energy trademark are allowable.

**7.3.16. Transportation Costs:** Transportation costs include freight, express, cartage, and postage charges relating either to goods purchased, in process, or delivered.

**7.3.17. Travel Costs:** Program Contractors, excluding the Administrator Implementers and Implementer Subcontractors, can seek travel reimbursement. Contractors are subject to reasonably follow the program's travel guidelines, as summarized in the *Travel Policy*. Reimbursement claims must represent actual reasonable and necessary expenses incurred while conducting official business for Focus on Energy. Foreign travel requires prior written approval by the Commission.



- 7.4. Non-Allowable Costs:** Information on specific non-allowable costs is listed below. The following are general guidelines for expenses that will not be reimbursed by the Commission. Non-allowable expenses include but are not limited to the following:
- 7.4.1. Alcoholic Beverages:** Costs of alcoholic beverages are non-allowable and must be credited from other indirect costs in computing the overall individual cost rates.
  - 7.4.2. Audits:** Costs for an independent audit are not allowable.
  - 7.4.3. Automobile Costs (Organization Furnished):** That portion of the cost of organization-furnished automobiles that relates to personal use by employees (including transportation to and from work) is non-allowable as fringe benefit or administration costs regardless of whether the cost is reported as taxable income to the employees.
  - 7.4.4. Bid and Proposal Costs:** Costs incurred by a bidder to prepare a proposal are non-allowable.
  - 7.4.5. Contract Negotiations:** Any costs incurred for contract negotiations and preparation of contracts are not allowable other than costs incurred by the Administrator for contracts between the Administrator and Implementers, Subcontractors and Vendors.
  - 7.4.6. Capital Expenditures:**
    - 7.4.6.1.** Capital expenditures for land or buildings are non-allowable as a program cost except with prior written approval from the Commission.
    - 7.4.6.2.** Capital expenditures for improvements to land, buildings, or equipment that materially increase their value or useful life are non-allowable as a program cost except with the prior written approval of the Commission.
  - 7.4.7. Entertainment:** Costs of amusement, diversion, social activities, ceremonials, and costs relating thereto, such as meals, lodging, rentals, transportation, and gratuities are non-allowable.
  - 7.4.8. Educational Activities and Special Events Costs:**
    - 7.4.8.1.** Costs for an event that benefit the Administrator, Contractor or Subcontractor in activities unrelated to Focus on Energy are non-allowable.
    - 7.4.8.2.** Costs to attract presenters strictly for entertainment purposes are non-allowable.
  - 7.4.9. Fines and Penalties:** Costs of fines and penalties resulting from violations of, or failure of the organization to comply with federal, state, and local laws and regulations are non-allowable except when incurred as a result of compliance with specific provisions of the contract or instructions in writing from the Commission.
  - 7.4.10. Goods or Services for Personal Use:** Costs of goods or services for personal use by the organization's employees are non-allowable.
  - 7.4.11. Mark-Ups:** No mark-ups/profit in any form, including subcontracted work, is allowed. In



the event that an exception is requested, a signed letter from the Commission specifically and solely addressing this waiver must be obtained prior to any contacts being obtained.

**7.4.12. Labor Relations:** Costs incurred in maintaining satisfactory relations between the organization and its employees, including costs of labor management committees, employee publications, and other related activities are non-allowable.

**7.4.13. Lobbying:** The costs associated with the following activities are non-allowable.

**7.4.13.1.** Attempts to influence the outcomes of any federal, state, or local election, referendum, initiative, or similar procedure, through in-kind or cash contributions, endorsements, publicity, or similar activity.

**7.4.13.2.** Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections

**7.4.13.3.** Any attempt to influence: (1) The introduction of federal or state legislation; or (2) the enactment or modification of any pending federal or state legislation through communication with any member or employee of the congress or state legislature (including efforts to influence state or local officials to engage in similar lobbying activity), or with any government official or employee in connection with a decision to sign or veto enrolled legislation.

**7.4.13.4.** Any attempt to influence: (1) The introduction of federal or state legislation; or (2) the enactment or modification of any pending federal or state legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign

**7.4.13.5.** Any attempt to influence: Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in non-allowable lobbying.

**7.4.14. Marketing and Public Relations Costs:** The cost of advertising, marketing and public relations designed solely to promote the contracted organization are non-allowable under any circumstances.

**7.4.15. Meal Costs:** Meals purchased for clients, Customers, business associates, internal staff, etc. are non-allowable costs. However, meal costs for meetings held for Trade Allies, Utilities and other key stakeholders are allowable. Expenditures for meals provided during training events are exempt from GSA limits for reimbursement. Such meals for training events will be limited to \$40 per person for a training session that is three quarters of a day to a full day and \$20 for a one-half day session. If expenditures will be greater than these parameters, due to the location of the training site, approval from Commission staff would be necessary.

- 7.4.16. Organization Costs:** Expenditures, such as incorporation fees, brokers fees, fees to promoters, organizers or management consultants, attorneys, accountants, or investment counselors whether or not employees of the organization, in connection with establishment or reorganization of an organization, are non- allowable except with prior written approval of the Commission.
- 7.4.17. Start-up Costs:** Costs associated with hiring new staff and Wisconsin-office set-up are considered overhead costs and are non-allowable.
- 7.4.18. Trademark Costs:** Expenditures in connection with obtaining a trademark are non-allowable. The exception is the Focus on Energy trademark.
- 7.4.19. Travel Costs:** The reimbursed amount for mileage or other travel costs that employees receive must equal the exact amount charged to the Program. Organizations cannot add an administration portion to the mileage reimbursement rates.

## POLICY: TRAVEL

This policy provides rules for travel expense reimbursement within Focus on Energy.

### 1. General Travel

- 1.1. Expenses incurred while conducting official program business will be reimbursed per the specific guidelines listed below. Reimbursement claims must represent actual, reasonable and necessary expenses. The employee's supervisor or another assigned individual from management must provide written or electronic approval of all travel reimbursements
- 1.2. Focus on Energy will follow the U.S. General Services Administration (GSA) guidelines for travel expenses and reimbursement, except for air travel and charges for use of personal vehicles. Focus on Energy will follow the Internal Revenue Service (IRS). This includes a per diem structure for overnight travel for both in-state and out-of-state travel, as appropriate.
- 1.3. Although the GSA is referenced in this document, Focus on Energy is not a government program. Thus, the Program Contractors cannot request the state rate, government rate, or federal rate from hotels. Focus on Energy travel policies will reflect all changes to GSA rates and guidelines.
- 1.4. The general principles determining whether direct costs are allowable under Focus on Energy include but are not limited to the following:
  - 1.4.1. Costs must be incurred subsequent to the date of a signed contract agreement, except as authorized by the Commission in the issuance of a Notice to Proceed.
  - 1.4.2. Costs must be reasonable and necessary to achieve program objectives.
  - 1.4.3. Costs must be given consistent treatment through application of generally accepted accounting principles appropriate to the circumstances.
  - 1.4.4. Costs must conform to any limitations or exclusions set forth by sound business practices, arms-length transactions, Federal, State or local laws, contract agreements, or other governing regulations as to types or amounts of cost items.
  - 1.4.5. Costs must be documented in accordance with the accounting requirements set forth in the Invoicing, Payment, Budgets & Costs Policy.
  - 1.4.6. Costs must be auditable and supported by proper documentation. Itemized receipts or missing receipt forms are required to support documentation for all costs and must be submitted with monthly invoices via the Database. Credit card statements are not considered proper documentation. Every effort should be made to retain the original receipt or invoice. However, photocopies, scanned images, and faxes are acceptable. These materials will be reviewed during annual compliance audits.
  - 1.4.7. Total costs charged cannot exceed the authorized budget and cannot exceed actual expenses incurred.

**1.4.8.** Reimbursement limits listed exclude taxes. Taxes are all reimbursable.

- 1.5.** Under special circumstances, this travel policy may be waived on a case-by-case basis with Commission approval.
- 1.6.** Out-of-state travel may be reimbursed per the GSA guidelines. For Focus on Energy Program Contractors based outside of Wisconsin, 50% of the non-labor out-of-pocket costs associated with travel to Wisconsin may be reimbursed. However, no travel costs will be reimbursed for Implementer and Implementer Subcontractor staff based outside of Wisconsin, unless there is prior Commission approval in writing. Such approval will indicate the percentage allowable. The Contractors must request Commission approval prior to the travel and submit an [Out of State Travel Request Form](#) along with supporting documentation.

## **2. Meal & Incidental Claims**

- 2.1.** Focus on Energy will follow all Meals and Incidental Expenses (M&I) rates per the GSA guidelines for the current fiscal year. These rates vary per city, county and state and can be found online at: [Per diem rates | GSA \(https://www.gsa.gov/travel/plan-book/per-diem-rates\)](https://www.gsa.gov/travel/plan-book/per-diem-rates).
- 2.2.** Unless otherwise noted, Focus on Energy will follow the GSA M&I per diems on a per day basis (not per meal).
- 2.2.1.** Employees are eligible for M&I expense reimbursement when traveling for a minimum of one overnight stay.
- 2.2.2.** Receipts are necessary for all M&I expenses being reimbursed. These receipts will be scanned and part of the invoice supporting documentation in the Database.
- 2.2.3.** If the amount spent on M&I expenses is less than the total allowable rate, the employee will only be reimbursed for the expense incurred.
- 2.2.4.** If the amount spent on M&I expenses exceeds the allowable rate, the Program Contractor will only bill Focus on Energy the maximum amount established by the GSA.

## **3. Lodging**

- 3.1.** Focus on Energy will base maximum lodging per diem rates on GSA guidelines provided for the current fiscal year with the following variation: Focus on Energy representatives may claim lodging rates for up to 30 percent over the established per diem rates for lodging per the GSA guidelines for the current fiscal year.

For example, if the maximum allowable lodging rate, excluding taxes, per GSA guidelines is \$89 per night, Focus on Energy Representatives may claim up to \$115.70, i.e. \$89 x 1.3.

- 3.2.** Rates vary per primary destination, county, state, and by month and do not include taxes. Appropriate rates can be found online at: <https://www.gsa.gov/portal/content/104877>
- 3.2.1.** M&I expenses are not included in the per diem for lodging; these are separate per diem rates.

- 3.2.2.** If the amount spent on lodging exceeds the per diem for lodging, the traveler will only be reimbursed for the maximum amount established by the GSA plus 30%.
- 3.3.** Employees may stay at the conference site where lodging exceeds the maximum on the basis it enables staff to gain professional benefits due to interaction with other attendees. In such situations, documentation corroborating the site selected is the conference hotel is required. The employees must receive the approved conference rate for these stays and must document that such rate was received.
- 3.4.** Employees will be held personally responsible for additional costs resulting from failure to cancel a guaranteed reservation or comply with posted checkout hours.
- 3.5.** An employee who is required to remain in one location for an extended period is expected to find lodging at reasonable weekly/monthly rates. Consideration should be given to use of apartments or private homes if the cost is more economical. Subcontractors should seek Administrator approval before securing extended stay lodging.
- 3.5.1.** In extended stay situations, the cost of normal utilities such as gas, heat, electricity, monthly local phone service (including installation), etc. are reimbursable.
- 3.5.2.** The GSA per diem structure for M&I does not apply to employees in extended stay travel status.
- 3.6.** Employees are expected to commute during the same day when the site of Focus on Energy business is within 50 miles of their headquarters. Lodging costs within 50 miles may be reimbursed only for extenuating circumstances and with proper written justification and approval of the employee's supervisor.
- 3.7.** Individuals traveling on official Focus on Energy business may require a reasonable accommodation, as required by the Federal Americans with Disabilities Act and/or Section 504 of the Rehabilitation Act of 1973. Reasonable accommodations could take various forms such as the payment of portage costs or allowing a personal attendant to accompany the individual while in travel status. Reimbursement for reasonable accommodations may exceed the rates established by the GSA. The reimbursement request must indicate that the reason for the overage is "reasonable accommodation".

## **4. Transportation**

- 4.1.** Program Contractors may bill Focus on Energy for all employee transportation costs for approved Focus on Energy business, per the rate established by the GSA, other than personal vehicle mileage. This includes travel by non-personal automobile, air travel, train, and other modes of transportation.
- 4.2.** For traveling that involves personal vehicles, Program Contractors may bill Focus on Energy for all employee's mileage at the rates established by the IRS. Program Contractors may bill this only for mileage above and beyond the employee's standard commute to their headquarters when leaving from their residence. These rates may be found online at [Standard mileage rates | Internal Revenue Service](http://www.irs.gov/Tax-Professionals/Standard-Mileage-Rates) ( <http://www.irs.gov/Tax-Professionals/Standard-Mileage-Rates> ).
- 4.3.** Employees may choose to use rental vehicles rather than personal vehicles for travel. The

smallest and most fuel-efficient rental vehicle should be preferred. All costs for renting a vehicle will be reimbursed when the cost of renting a car is comparable to the cost of using a personal vehicle.

- 4.4. Charges for parking are fully reimbursable for approved Focus on Energy business. Information should be provided with the reimbursement, including the municipality where charges were incurred. Parking is fully reimbursable if the employee is in travel status.
- 4.5. Charges for tolls are fully reimbursable. Information should be provided with the reimbursement, including the municipality where charges were incurred. A receipt is not necessary for tolls less than \$25. Tolls are fully reimbursable regardless of employee's status.
- 4.6. Requests for mileage reimbursement must be documented in writing and approved by the employee's supervisor or another assigned individual from management. Documentation shall include, at a minimum, city of departure and destination, number of miles driven, reason for travel, total dollar amount requested for reimbursement, the employee's signature or appropriate electronic approval, and proper documentation of approval from the employee's supervisor or equivalent.
- 4.7. **Air Travel:** Focus on Energy policy for air travel differs from GSA's policy. Reimbursement for commercial air travel shall be limited to the lowest logical fare available. The "lowest logical fair" is defined as the least costly fair that:
- Uses a regularly scheduled commercial carrier;
  - Prohibits preference for any airline, type of aircraft and connecting airports;
  - May require one plane transfer both departing and returning;
  - Departs from the airport nearest to the employee's headquarters location or, at the discretion of the employee, from an airport offering a fare which is most cost-effective, including parking, mileage, or additional overnight stays;
  - Allows for up to a four-hour leeway in scheduling which may necessitate that the employee arrive up to two hours prior to the start of his or her Focus on Energy business and may require up to a two hour wait after the planned business ending time to take advantage of lower air fares.
- 4.7.1. When seeking reimbursement for the cost of airfare, an employee must provide the highest form of receipt issued by the airline or travel agency. In those instances where an airline ticket is reissued, previously issued documents should be attached for a complete audit trail. Claims for reimbursement of airfare must represent the net amount paid by the traveler after any applicable exchanges, discounts, change fees, etc.
- 4.7.2. Documentation to support claimed airfare must include the traveler's name, destination, departure/return dates, amount of fare, routing, class of travel, purpose of trip and supervisor's or another assigned member of management's written approval.
- 4.7.3. The additional cost for premium class travel is not reimbursable. If a situation should arise where premium class travel is the only alternative available, such travel must have written approval from the contracting body prior to incurring the expense.
- 4.8. **Train:** Reimbursement shall not exceed the lowest cost of the most reasonable form of other public transportation. Travel by train shall be limited to coach unless overnight, where

accommodations should be limited to a roomette.

- 4.9. Bus:** Reimbursement shall not exceed the lowest cost of the most reasonable form of other public transportation.

## **5. Allowable Incidental Expenses**

- 5.1.** Employees are only eligible for incidental expenses when traveling for a minimum of one overnight stay. These expenses are included in the M&I expenses per diem rate established by the GSA and vary per city and state.
- 5.2.** Receipts are not necessary for incidental expenses but cannot exceed the rate established by the GSA. Examples of incidental expenses include, but are not limited to:
- telephone calls,
  - gratuities and tips,
  - laundry,
  - and other incidental expenses.

## **6. Non-allowable Expenses**

Non-allowable expenses include but are not limited to the following:

- Alcoholic beverages
- Cancellation charges
- Child-care and kennel costs
- Excessive mileage charges for personal reasons
- Flight insurance
- Lost/stolen cash or personal property
- Personal items
- Repairs and towing services for personal vehicles
- Spouse or family member travel costs
- Traffic citations, parking tickets, other fines
- Travel expenses for staff whose headquarters are a larger geographic area rather than a specific location
- Personal entertainment



## SUPPLEMENTAL INFORMATION ON POLICIES AND PROCEDURES

The purpose of this section is to provide information on Program specific situations and circumstances that the Commission and the Administrator have received inquiries on and determined additional explanations were warranted. Items included are:

### Overall Focus on Energy Policy

- 1.1. By-pass Customers
- 1.2. Transport Customers
- 1.3. Fuel Switching
- 1.4. Leased Equipment
- 1.5. Load Shifting
- 1.6. Natural Gas Extension
- 1.7. Utility Participation in Focus Programs
- 1.8. Solar Photovoltaic (PV) Systems
- 1.9. Claim-Only Energy Savings
- 1.10. Annual Customer Cap Exceptions
- 1.11. Incentive Eligibility for Non-Grid Connected Renewable Powered Equipment

### Business Programs

- 2.1. Other Energy Generation Facilities: Steam Plant Projects
- 2.2. Incentive Eligibility for Projects Conducted by Utility-owned Contracting Services
- 2.3. Ineligible Entity Incentive Payment

## 1. Overall Focus on Energy Policy Issues

- 1.1. **By-pass Customers:** A business that chooses to obtain natural gas directly from a supplier, bypassing the traditional utility or distribution company that delivers gas to Customers in a given area. Bypass Customers do not pay distribution charges and are therefore not eligible to receive Incentives.
- 1.2. **Transport Customers:** a business that purchases natural gas directly from a supplier or marketer rather than from the local utility. The utility still provides transportation services, delivering gas through its pipeline infrastructure to the Customer's facility. If the utility providing transportation services is a participating Focus on Energy Utility and the Customer is on a tariff paying in to the Program, the Customer is eligible for Incentives.
- 1.3. **Fuel Switching:** Fuel switching projects may qualify for Incentives provided the project results in a decrease in overall MMBtu at the Customer's site and that the fuel to which the Customer is switching is purchased from a participating Focus on Energy Utility.
- 1.4. **Leased Equipment:** Equipment acquired through an operating lease is not eligible for Focus incentives because the lessee does not assume ownership and only has the right to use the equipment. Equipment under a capital lease, where rights of ownerships are transferred to the lessee, may qualify, but the project must be pre-

approved in writing by the Administrator before the lease or project begins. For renewable energy systems, the lease or financing agreement must ensure full ownership of the equipment transfers to the customer at the end of the term. Leases or agreements that include a Power Purchase Agreement (PPA) or similar arrangements where the lessor retains ownership or sells the energy produced are not eligible for incentives.

- 1.5. Load Shifting:** Energy and peak demand savings resulting from a load-shifting project are eligible for incentives. Certain measures (technologies and practices) can be implemented by the Customer to shift load from peak to off-peak periods, thereby providing economic benefits to the Customer, contributing toward moderating the growth in statewide energy demand, and providing grid services promoting energy reliability and adequacy. Load shifting projects that shift load from peak to off-peak, may be considered for incentives on a case-by-case basis provided they demonstrate measurable and reliable peak demand reduction. Customer-managed load shifting is distinct from Utility-managed load management programs. Under Focus, load management (i.e., demand response) has remained a Utility function. Under current policy, Focus on Energy's goals are designed to emphasize energy savings with a secondary emphasis on demand savings. Case-by-case considerations of load shifting projects will account for this balance in program emphasis.
- 1.6. Natural Gas Extension:** If the Customer currently has no natural gas service, but will have a natural gas extension installed, it is reasonable to assume that this Customer will install at least one natural gas appliance, regardless of any incentive from Focus on Energy. Therefore, this is similar to a new construction project and the Customer would be eligible for incentives using typically installed equipment as a baseline.
- 1.7. Utility Participation in Focus Programs:** Energy Utilities, municipal electric utilities, and Electric Cooperatives are not eligible to receive Incentives for energy efficiency or renewable energy projects in facilities which they own for their own utility type (e.g., a municipal electric utility cannot get Incentives for electric savings but can for natural gas savings if provided by a participating Utility). An exception applies to municipal buildings housing other non-energy functions. If the building houses multiple municipal functions and the municipality pays the electric or gas bills, it would be eligible for Incentives like any other local government building, but Incentives may be prorated based on square footage.
  - **American Transmission Company (ATC)** – ATC is not eligible for Incentives on its facilities because they are owned/controlled by utilities.
  - **Utility-Owned Contracting Services** – Some participating Utilities have Trade Ally subsidiaries who may play a role in Program delivery. Utility energy services contractors in this scenario are eligible to deliver equipment and services on behalf of Focus provided they have met Focus' requirements to participate in the program or offering. Similarly, Customers of such Trade Allies are eligible to participate in Focus programs, provided they and their Project(s) meet all other eligibility requirements.

**1.8. Solar Photovoltaic (PV) Systems:** Solar PV systems can be installed differently in relation to a utility meter on the site where the system is installed. A Behind-the-Meter system is installed at a Utility Customer's site, so the energy generated is used onsite, and excess energy is sold to a Utility and transmitted to the power grid. A Front-of-Meter system is installed so 100% of the energy generated is sold to a Utility and transmitted to the power grid, rather than being used onsite. Only Behind-the-Meter solar PV systems are eligible for Incentives.

**1.9. Claim-Only Energy Savings**

**Qualifications:**

- **Scope Inclusion:** The work **must be part of the original project scope**.
- **Non-Incentivization:** The work **must not receive an incentive** from any Focus on Energy program for which the Customer is eligible.
- **Measurability:** The work **must produce calculable and demonstrable energy savings**.

**Documentation and Inclusion:**

- These claim-only savings are included in the total savings recorded for the project.
- The savings are documented as **prescriptive “claim-only measures” in the Database**. These measures function like other prescriptive measures but are characterized by having an **incentive amount of \$0**.
- For **custom or hybrid projects**, claim-only savings can be documented in the project workbook.

**Distinction from Spillover Savings:**

- Claim-only savings **differ from spillover savings**. Spillover savings represent **non-incentivized work completed outside the original project scope** and are determined separately by the Evaluator.

**1.10. Annual Customer Cap Exceptions (>\$1.5M):** PSC staff are required to approve any request for a Customer to exceed their annual Incentive cap when the amount is greater than or equal to \$1.5M in a single calendar year.

**1.11. Incentive Eligibility for Non-Grid Connected Renewable Powered Equipment:**

Incentives may be offered for equipment operating solely on eligible renewable resources when such equipment replaces, or is installed in lieu of, grid-connected alternatives. To qualify, the equipment must operate solely on a renewable resource recognized under Wis. Stat. 196.374(1)(j)—including solar, wind, biomass, hydro, or biogas—and must not be connected to the grid for purposes of exporting excess generation or accessing backup power. Renewable-powered equipment must take the place of existing grid-connected equipment or be installed instead of a grid-connected option which is technically and economically feasible. The equipment must be permanently installed at a site actively receiving service for the type of energy being offset from a utility participating in Focus on Energy. Installation of the renewable-powered equipment cannot result in a customer no longer receiving service from the utility. Incentives will be determined based on current custom renewable incentive rates if available, otherwise an alternative incentive structure may be agreed upon between the Administrator and Implementer. Equipment used to charge batteries associated with a generator or portable power systems is not eligible.

## 2. Business Portfolio Program Policy Issues

- 2.1. Other Energy Generation Facilities:** The statewide energy efficiency and renewable resource program (Focus on Energy) is available to customers of Energy Utilities and participating municipal electric utilities and rural electric cooperatives. In Wis. Stat. 196.374 (1) (e), Energy Utility is defined as an investor-owned electric or natural gas public utility; therefore, Customers of a steam utility are not eligible for Focus on Energy Incentives. Customers receiving steam, or other energy, from a non-public utility owned generation facility may be eligible for Focus on Energy Incentives if the generation facility is a Customer of an Energy Utility or participating municipal electric utility or rural electric cooperative. Examples include, but are not limited to, University of Wisconsin - Madison, MRMC Thermal Service Incorporated.
- 2.2. Ineligible Entity Incentive Payment:** An eligible Customer may assign Incentive payment to an ineligible entity executing a Customer Assignment of Program Participation to Third Party.

## REVISION HISTORY

The purpose of this section is to provide high level information on the major changes to this version of the Policy Manual from the 2025 version. The following outlines the major changes:

- Several definitions were added or modified.
- General formatting and font were modified to meet brand standards.
- Responsibilities of Key Stakeholders policy modified.
- Invoicing, Payment, Budgets & Costs – 4.1. language clarified regarding submitting subcontractor invoices.
- Invoicing, Payment, Budgets & Costs – 7.3.4 Threshold for equipment and other capital costs raised from \$500 to \$5000.
- IT Systems and Software – 6.2.2 Access from a foreign country: All access while in a foreign country is not permitted. Limited exceptions may be approved upon request to the PSC.
- Information Security and Confidentiality – 8.2. On an annual basis, all Focus on Energy Representatives will take supplemental IT Security and Confidentiality training available through the Focus on Energy LMS
- *Supplemental Information on Policies and Procedures.*
  - The following topics were added and/or edited:
    - 1.9 Claim-Only Energy Savings
    - 1.10 Annual Customer Cap Exceptions
    - 1.11 Incentive Eligibility for Non-Grid Connected Renewable Powered Equipment

**6.1. Note: A redline version that includes all changes from the 2025 to 2026 Policy Manual is available on The Grid for further detail.**