

Agreement Between Energy Vendor and Service Provider

(Energy supplier) at (address), and successor home energy providers, hereafter referred to as “the energy vendor”, hereby agrees to cooperate with (local EAP Service Provider) hereafter referred to as “the Service Provider”, and the Minnesota Department of Commerce (COMM), Energy Assistance Programs, hereafter referred to as “the State” to deliver the Minnesota Energy Assistance Program for Federal Fiscal Year 2023 (FFY23), October 1, 2022, through September 30, 2023.

I. The energy vendor and the Service Provider will:

1. Follow Energy Assistance Program (EAP) policies and procedures in the *EAP Policy Manual* (in particular Chapter 16).
2. Maintain accurate client and consumption information.
3. Comply with the Minn. Government Data Practices Act (MGDPA), Minn. Stat. Ch. 13, as it applies to all data provided by the energy vendor, the State, or its contractors under this agreement and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the energy vendor or the Service Provider, in performing the duties under this agreement. To administer this program, the energy vendor and the service provider utilize a secure database with private information on individuals protected under the MGDPA. The energy vendor and Service Provider agree to not release any private data, including from the database, to any third party without written authorization from the subject of the data. By signing the application, applicants consent to the use of their private information for purposes of this agreement.
4. Use information obtained from energy vendor, the State, or its contractors for the sole purpose of performing responsibilities and duties for energy programs run by the State. Further, Service Provider and energy vendor shall implement and maintain appropriate and reasonable administrative, technical and physical safeguards to protect such information from accidental or unauthorized access, use, disclosure, and loss or destruction.
5. Negotiate for continuation or reconnection of service to households determined eligible for EAP benefits.
6. Establish a dispute resolution process to resolve issues arising during the term of this agreement.
7. Collaborate and do everything possible to ensure the customer has continuous access to home heating.
8. Minimize the risks of a customer’s home energy crisis through the use of the EAP benefits.
9. Encourage regular payments from the household.
10. Collaborate to reduce home energy costs.
11. Work together to ensure EAP payments are appropriately applied to accounts and used for EAP services as designated by the Service Provider.

II. The Service Provider will:

1. Determine customer eligibility.
2. Provide new and existing energy vendors with information about the eHEAT software system.
 - Work to ensure all energy vendors become eHEAT users
 - Provide necessary and/or ongoing training to energy vendors using eHEAT.
3. Make authorization through eHEAT, telephone, fax or electronic communication of payments for:
 - Electricity, heating sources and delivery of fuel.
 - Continuation or reconnection of connected utilities.
 - Fees including: service deposits, pressure tests, line bleeding, tank setting, tank rental, membership, if applicable.
 - Removal from load limiters.
 - Due and past due amounts for electricity and heating fuels.
4. Maintain customer authorizations for exchange of private data between the Service Provider and the energy vendor.
5. Enter account number into eHEAT in the format supplied by the energy vendor.

III. The energy vendor will:

1. Ensure EAP eligible households are not treated adversely compared to other households. Oil and propane dealers are required to comply with the Discrimination Prohibition in Minn. Stat. §325E.027. In addition, propane dealers are required to comply with the following: Price and Fee Disclosure, Budget Payment Plan, Propane Purchase Contracts, and Terms of Sale in Minn. Stat. §§216B.0992 - .0995. This includes making available the cash price or other applicable discount programs to EAP households.
2. Supply account number format to the Service Provider.

Energy Assistance Program

3. Upon request, provide a written price list of normal & customary services for home energy costs including but not limited to:
 - Leak seek and pressure tests
 - Bleeding lines
 - Tank setting
 - Service deposits
 - Reconnection fees
 - Membership fees
 - Minimum delivery requirements and costs
 - Emergency fuel and after hours delivery costs
4. When possible deliver remaining EAP benefit before September 30, 2023.
5. Timely provide at the request of the customer, the Service Provider or the State, information on applicant households' home energy costs, dwelling consumption data, delivery dates, bill payment history, arrearage history or post-delivery information. This information will be provided in the format requested.
6. Provide dwelling consumption data within 5 business days of the request in eHEAT.
7. Respond promptly to consumption requests for crisis situations.
8. Register with the State to receive EAP payments.
9. Use the warrant or EFT date as the EAP payment date.
10. Apply all EAP payments to the households account within 5 business days of receipt of payment.
11. Apply EAP payments to the household's energy costs before applying other energy payments.
12. Accept all customer payments.
13. Use EAP funds to pay for home energy costs, including fuel and other routine and required services as designated by the Service Provider. Expenses such as service contracts, water, sewer, garbage, cable, internet, telephone, gasoline, machine parts, engine oil, etc. cannot be paid with EAP funds.
14. Continue service, reconnect or deliver fuel to households as negotiated by the Service Provider on behalf of the household.
15. When addressing household energy emergencies, when possible, accept eHEAT payment status of "Payable" for payment. When eHEAT is not available, accept early notification authorization by telephone, fax or electronic communication for delivery of fuel, continuation or reconnection of connected utilities, or service deposits, and removal from load limiters.
16. Accept a household application status in eHEAT of "approved" as income eligibility validation for EAP.
17. Report dangerous heating or fuel delivery situations for EAP households to the Service Provider.
18. Process and refund to the State any refunds requested by the Service Provider within 10 business days.
19. Process and refund to the State all credits attributable to EAP payments remaining on a customer's account within 10 business days after a client ceases to be a customer.
20. Notify the Service Provider or State if there is reason to believe EAP funds have been misused as described in the EAP Policy Manual.
21. Allow the Service Provider or State access to fiscal records of EAP transactions for audit purposes for period of three (3) years after payment.
22. Complete and return the *Vendor Monitoring Report*, when requested.
23. Use eHEAT when possible to administer EAP program business, including but not limited to:
 - Providing consumption
 - Maintaining energy vendor account numbers
 - Monitoring eligibility and payments
 - Recording refunds
24. Implement and maintain eHEAT database security policies by:
 - Limiting access to authorized personnel only
 - Ensuring each user is assigned a unique user ID
 - Ensuring email addresses associated with each user ID are current
 - Deactivating users immediately upon termination of their role in the service delivery of EAP
 - Deactivating users who are on a temporary leave of absence, extended vacation, etc.

IV. Either party to this agreement may terminate it at any time, with or without cause, upon thirty days written notice to each other and the State.

This document is for reference only; vendors sign the Agreement electronically in eHEAT.