

Agreement Between Mechanical Contractor and Service Provider

(Mechanical contractor) at (address), and successor contractors, hereafter referred to as “the contractor,” hereby agrees to cooperate with (local EAP Service Provider) hereafter referred to as “the Service Provider,” as the Service Provider is contracted with the Minnesota Department of Commerce (COMM), Energy Assistance Programs (EAP), hereafter referred to as “the State” for the Service Provider to deliver the EAP Energy Related Repair (ERR) program for Federal Fiscal Year 2027 (FFY27), October 1, 2026 through September 30, 2027. The State is not a party to this Agreement, but has agreed with the Service Provider to make payments directly to the contractor upon the Service Provider’s notification to the State of the Service Provider’s receipt of all documentation and/or inspection required by this Agreement between the contractor and the Service Provider. The contractor is not a third party beneficiary of the State’s contract with the Service Provider.

I. The contractor and the Service Provider will:

1. Follow ERR policies and procedures as outlined in the *Energy Assistance Program Policy Manual*, Mechanical Contractors chapter, hereafter referred to as “the Mechanical Contractor Chapter,” which is located on the following state website: <http://mn.gov/commerce-stat/pdfs/mechanical-contractors-chapter.pdf>.
2. Maintain accurate household information.
3. Comply with the Minnesota Government Data Practices Act (MGDPA), Minn. Stat. Ch. 13, as it applies to all data provided by the State under this agreement and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the contractor or the Service Provider, in performing the duties under this agreement. In the administration of this program, the contractor and the Service Provider have access to private information on individuals protected under the MGDPA. The contractor and the Service Provider agree to not release any private data to any third party without written authorization from the subject of the data.
4. Share information with each other as needed to perform the duties under this agreement.
5. Collaborate to ensure the household has continuous safe heat.
6. Educate households about heating system maintenance, such as replacing filters, monitoring tank levels, etc.
7. The contractor will ensure it provides the Service Provider promptly with itemized ERR invoicing, as described in Section 3.8 below, and the Service Provider will ensure that it submits the payment information to the State promptly upon receipt from the contractor.
8. 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.

II. The Service Provider will:

1. Determine household program eligibility.
2. Provide contractor with training on ERR policies/procedures/changes.
3. Authorize ERR jobs prior to work being performed.
4. Submit to the State all payment information promptly upon receipt of all required documentation and/or inspection.
5. Provide the household with a copy of the Completion Certificate.
6. Provide contractor with the household’s energy vendor account number(s) for rebate purposes if applicable.
7. Reserve the right to reject any or all bids.

III. To facilitate payment from the State, the contractor will:

1. Be appropriately bonded, licensed, and insured, and provide that information to the Service Provider.
2. Ensure ERR eligible households are not treated adversely or differently from other households because of receiving EAP assistance.
3. Promptly return Service Provider calls that may be made to the contractor during and after business hours.

4. Promptly conduct a needs assessment through household communications and/or a site visit and install safe temporary heat when necessary.
5. Proceed with repair if the cost will be under the Service Provider's specified cost threshold.
6. Before proceeding on repairs that will exceed the cost threshold, report back to the Service Provider for prior approval.
7. If the contractor recommends a replacement, the contractor will contact the Service Provider for further instructions.
8. Within 60 days of completion, provide an itemized invoice to the Service Provider that includes the date of work completion, labor (rate x hours) and major parts with quantity and price (e.g., ductwork, thermostat, abatement). Replacements must also include furnace or boiler make, model, and price. **Note: Invoices submitted after September 15 will not be paid.**
9. Only perform work previously initiated and authorized by the Service Provider.
10. Complete work to code and standards listed in the Mechanical Contractor Chapter.
11. Notify the Service Provider if the contractor determines that a proposed repair is not cost-effective given the heating system's age or condition.
12. Provide warranty work and materials in each household where service is provided. The warranty must be in writing, with the original provided to the household and a copy to the Service Provider if requested.
13. For replacements and repair work over \$1,100, the contractor must provide a Completion Certificate signed by the contractor and household stating that the specified work has been completed and the client is satisfied with the work.
14. Follow rebate rules as set by the Department of Commerce.
15. Follow Manual J requirements, as specified by 2020 Minnesota Energy Code.
16. Notify the Service Provider or, if applicable, the State of any suspected fraud, waste, or abuse of ERR funds.
17. Allow the Service Provider or the State access to ERR records if needed.
18. Be responsive to Service Provider requests and questions.

IV. Either party may terminate this agreement at any time.

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