Minnesota Energy Assistance Program FFY 2013

# Agreement Between Vendor and Service Provider

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(energy supplier), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(address), and successor home energy providers, hereafter referred to as “the vendor”, hereby agrees to cooperate with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereafter referred to as “the Service Provider”, and the Minnesota Department of Commerce (MDOC), Energy Assistance Programs, hereafter referred to as “the State” to deliver the Minnesota Energy Assistance Program for Federal Fiscal Year 2013 (FFY 2013), October 1, 2012 through September 30, 2013.

**I. The vendor and the service provider will:**

1. Follow Energy Assistance Program (EAP) policies and procedures in the *EAP Policy Manual* (In particular Chapter 3).
2. Maintain accurate client and consumption 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 vendor or the Service Provider, in performing the duties under this agreement. In the administration of this program, the vendor and the service provider have access to a protected data base containing private information on individuals protected under the MGDPA. The vendor and the 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.
4. Share information with each other as needed to perform the duties under this agreement.
5. Negotiate for continuation or reconnection of service to households determined eligible for EAP Primary Heat and EAP Crisis 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 Crisis 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 vendors with information about the eHEAT software system.
* Encourage all vendors to become an eHEAT user, allowing them access to eligibility and benefit data “online”.
* Provide necessary and/or ongoing training to vendors using eHEAT.
1. Make authorization through eHEAT, telephone, fax or electronic communication for:
* Payments for electricity, heating fuels and delivery of fuel.
* Continuation or reconnection of connected utilities.
* Payments for fees including: service deposits, pressure tests, line bleeding, tank setting, tank rental, membership, if applicable.
* Removal from load limiters.
* Payments due and past due amounts for electricity and heating fuels.
1. Insure payments are made to the vendor within 5 business days of early notification of a payment.
2. Maintain a file of customer authorizations for exchange of private data between the Service Provider and the vendor.
3. Enter account number into eHEAT in the format supplied by the vendor.

**III. The 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.
2. Supply account number format to the Service Providers.
3. Provide to the Service Provider a written price list for normal and 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
1. When possible deliver remaining EAP benefit before September 30.
2. 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 or arrearage history. This information will be provided in the format requested.
3. Provide dwelling consumption data within 5 business days of the request in eHEAT.
4. Respond promptly to consumption request for crisis situations.
5. Register with EAP to receive payments.
6. Use the warrant or EFT date as the EAP payment date.
7. Apply all EAP payments to the households account within 5 business days of receipt.
8. Apply EAP payments to the household’s energy costs before applying other energy payments.
9. Accept all customer payments.
10. 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.
11. Continue service, reconnect or deliver fuel to households as negotiated by the Service Provider on behalf of the household.
12. 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 if applicable, and removal from load limiters.
13. Accept a household application status on eHEAT of “approved” as income eligibility validation for the Energy Assistance Program.
14. Report dangerous heating or fuel delivery situations for EAP households to the Service Provider.
15. Process and refund to the State any refunds requested by the Service Provider within 10 business days.
16. Process and refund to the State all credits attributable to EAP payments made during FFY 2013 remaining on a customer’s account within 10 business days after a client ceases to be a customer.
17. Upon customer request, return to the household any EAP funds remaining on the household’s account after September 30, 2013.
18. Notify the Service Provider or DOC if the vendor believes EAP funds have been misused as described in Chapter 3 of the EAP Policy Manual.
19. Allow the Service Provider or State access to fiscal records of EAP transactions for audit purposes for period of three (3) years after payment.
20. Complete and submit the *EAP Leveraging Report* to the State.
21. Use eHEAT when possible to administer EAP program business, including but not limited to:
* Providing consumption
* Maintaining vendor account numbers
* Monitoring eligibility and payments
* Recording refunds
1. 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
* Disabling users immediately upon termination of their role in the service delivery of EAP
* Disabling 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. Upon termination, the vendor must provide an estimated final invoice for the vendor’s services performed. Upon termination and submission of a final invoice, and upon acceptance of the final invoice by the state, the vendor will be entitled to payment for services satisfactorily performed.

**V. Signatures:**

**Vendor:**

**Authorized Vendor Representative:**

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Please Print Name Signature Date

**Company Contact Person:**

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Please Print Name Telephone Fax

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24 hour emergency number to address after hours emergencies E-mail address

**EAP Service Provider:**

**Authorized Service Provider Representative:**

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Please Print Name Signature Date

**Energy Assistance Coordinator:**

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