



EmPower New York

Outreach Agreement-Option 1

For organizations that verify income eligibility for a State or Federal program

For Period from September 1, 2012 through December 30, 2015

Organization:

Street Address:

City:

State:

Zip:

Federal Tax ID Number:

Primary Contact:

Job Title:

Telephone Number:

Email Address:

A. Introduction

1. The New York State Energy Research and Development Authority (NYSERDA) administers the EmPower New York program (hereinafter referred to as “the Program”) to deliver energy efficiency and energy-use education to low-income New Yorkers. The Program is implemented by an independent contractor (“Program Implementer”) and services are provided through a network of participating local contractors. A sample of completed work is inspected by a second independent contractor (“Quality Assurance Contractor”).
2. This Agreement sets out the terms and conditions governing the Organization’s participation as a referral source in the Program. Under this Agreement, the Organization agrees to provide referrals of eligible customers to NYSERDA’s Program Implementer as defined by this agreement. NYSERDA agrees to provide payment and program support for participating organizations.
3. The Program prioritizes cost-effective electric reduction measures. Electric reduction measures include, but are not limited to, replacement of incandescent lighting with energy efficient lighting (hardwired fixtures and compact fluorescent lamps), replacement of refrigerators and freezers with more efficient appliances, and cost-effective conversions of electric clothes dryers or water heaters to natural gas. These measures are provided at no cost to income-eligible households.

4. Cost-effective home performance services are also available through the Program. Home performance services may include, but are not limited to, blower-door assisted air sealing, attic, sidewall and basement insulation, and the repair or replacement of heating systems.
 5. Measures are provided according to the standards of the EmPower New York Guidelines and Procedures Manual, which has been provided to the Organization.
 6. This Agreement supersedes any previous agreement, is completely voluntary and can be terminated at any time by either party upon written notice.
 7. NYSERDA will approve organizations for this Agreement at NYSERDA's discretion, on the basis of the Organization's mission, Program production goals in the Organization service territory, and availability of funding. In the event that referrals in an organization's territory exceed program funding, NYSERDA will notify the Organization in writing to cease provision of referrals until further notice. NYSERDA will pay the Organization for all eligible referrals submitted by the Organization prior to the date of notification.
 8. NYSERDA will limit use of confidential client data to the purposes of implementation and evaluation of energy services provided by NYSERDA, its authorized contractors or agents through EmPower. Subject to the requirements of the Freedom of Information Law, NYSERDA agrees not to disclose to any third party and to keep confidential, and to cause their affiliates, officers, directors, members, employees, representatives and designated agents not to disclose to any third party and to keep confidential, any and all client information obtained from the Organization relating to this Agreement. Confidential client information is required to be destroyed within six (6) years from the date received or the date when the information is no longer required for EmPower, whichever occurs last. NYSERDA may disclose information to its contractors provided such contractors have signed agreements not to disclose such information.
- B. NYSERDA will provide the following services and support to participating organizations:
1. Program support and training for the Organization on referral procedures
 2. Guidance on program procedures and requirements
 3. Program flyers and other marketing materials
 4. Payment of \$20 for each complete EmPower New York Application , with verification of income eligibility, referred by the Organization
 5. Prompt payment, in accordance with section 2880 of the Public Authorities Law, for referrals provided to the Program
- C. Organization Requirements: by executing this Agreement, the Organization agrees to actively participate in the Program by providing referrals to prospective Program customers. As a condition of participating in the Program and accessing NYSERDA's benefits, the Organization agrees to the following:
1. The Organization will assess whether the applicant meets program eligibility criteria, as follows:

- a. Applicant must have a household income at or below 60% of State Median (i.e., HEAP eligibility)
 - b. Applicant must reside in a building with 100 units or less
 - c. Applicant must be a customer of one of the participating utilities:
 - Central Hudson
 - Con Edison
 - National Grid Long Island
 - National Grid Metro
 - National Fuel Gas
 - National Grid Upstate
 - New York State Electric and Gas (NYSEG)
 - Orange and Rockland
 - Rochester Gas and Electric
 - d. The household has not indicated that they are planning to move or that the dwelling is for sale.
2. The Organization shall ensure that all information provided is accurate to the best of the Organization's knowledge, that the application is complete, legible and signed by the Applicant.
 3. In the event that a household is non-responsive to contractor outreach (i.e., does not return repeated phone calls or letters from the assigned contractor), the Organization shall, upon request by the Program Implementer, supply assistance in communicating with the household whenever possible and appropriate.
 4. The Organization or its employees shall not represent themselves as employees of NYSERDA or NYSERDA's Program Implementer.
 5. In all situations where an Organization is verifying income eligibility for a household that has a personal relationship with Organization personnel, the Organization shall provide NYSERDA with documentation of income along with application.
 6. The Organization shall allow NYSERDA, its Program Implementer, or Quality Assurance Contractor to conduct periodic desk inspections to review documentation regarding income eligibility. Documentation must be available for review for a period of one year after the date of referral.
 7. The Organization shall provide NYSERDA-supplied Program flyers and other Program information as appropriate to prospective participants.
 8. The Organization recognizes that submission of an application does not guarantee services to the Applicant, and will not promise that services will be provided.

9. The Organization recognizes that payment will not be provided for referrals of households already accepted into the Program.
10. The Organization recognizes that payment will not be provided to agencies serving as subgrantees of the Weatherization Assistance Program (WAP) for applicants who have been declared eligible for and are receiving services through the WAP. For multifamily buildings of 5 or more units WAP subgrantees may be paid for referrals only in situations where individual tenant documentation is required, and where prior approval has been obtained from NYSERDA. When income documentation for an entire building is available in a single document, no payment will be made.
11. The Organization acknowledges that participation in the Program is voluntary. NYSERDA may deny, suspend or terminate the Organization's participation in the Program for any reason, including failure to maintain Program standards. If the number of eligible referrals in the Organization's area greatly exceeds the number of households that the Program is funded to serve, NYSERDA may notify the Organization in writing to suspend or terminate outreach efforts.
12. The Organization shall submit invoices to the Program Implementer as follows:
 - a. Organizations may invoice upon submission of completed applications.
 - b. Submissions may be made on a weekly basis.
 - c. Invoices must include: Organization name and address; an invoice number; a list of the names of all applicants submitted; the number of applications billed, and the total billed.
 - d. Mailing information for submission of applications and invoices will be provided by the Program Implementer.
13. The Organization shall agree to the following conditions:
 - a. Relationship of the Parties. It is understood and agreed that the personnel furnished by the Organization to perform the services stipulated in this Agreement, including personnel who may perform such services at NYSERDA's offices, shall be the Organization's employee(s) or agent(s), and under no circumstances are such employee(s) to be considered NYSERDA's employee(s) or agent(s), and shall remain the employees of the Organization, except to the extent required by section 414(n) of the Internal Revenue Code.
 - i. The relationship of the parties to this Agreement is that of independent contractors. Nothing in this Agreement shall be construed as creating a partnership, joint venture, employment, agency, legal representation or other relationship between NYSERDA and the Organization for any reason, including but not limited to unemployment, workers' compensation, employee benefits, vicarious liability, professional liability coverage or indemnification. Neither party shall have the right, power or authority to obligate or bind the other in any manner not specified in this Agreement.
 - b. No Benefits. The Organization agrees that if the personnel furnished by the Organization are determined to be "leased employees" within the meaning of

section 414(n) of the Internal Revenue Code, the Organization acknowledges that leased employees are excluded from participation in the employee benefit plans, funds and programs provided by NYSERDA to its employees including, but not limited to, any group health plan, sickness or accident plan, retirement plan, retirement plan or similar benefit plan provided to employees by NYSERDA, by the terms of such benefit plans, funds or programs. The Organization agrees to notify NYSERDA if it maintains (or ceases to maintain) a plan described in section 414(n)(5)(B) of the Internal Revenue Code.

- c. Notification of Claims/Events. The Organization expressly acknowledges NYSERDA’s need to be advised, on an immediate basis, of the existence of any claim or event that might result in a claim or claims against NYSERDA, the Organization and/or the Organization’s personnel by virtue of any act or omission on the part of NYSERDA or its employees. Accordingly, Organization expressly covenants and agrees to notify NYSERDA of any such claim or event, including but not limited to, requests for accommodation and allegations of harassment and/or discrimination, immediately upon Organization’s discovery of the same, and to fully and honestly cooperate with NYSERDA in its efforts to investigate and/or address such claims or events, including but not limited to, complying with any reasonable request by NYSERDA for disclosure of information concerning such claim or event even in the event that this Agreement should terminate for any reason.

D. Organizations wishing to be paid under this Agreement must be authorized to provide income documentation for a State for Federal program.

- a. The Organization is authorized to provide income documentation to a State or Federal Program

Yes No

- b. If yes, the Organization declares that it is authorized to provide income documentation for the following program(s):

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the dates appearing under their signatures.

- E. Organization certification: I certify, under the penalties of law that the statements made in Section D. of this Agreement have been examined by me and are true and complete and that I have the authority to sign on behalf of the Organization. I understand that by signing this Agreement, I consent to any other inquiry to verify or confirm the information I have given. I agree to the terms outlined above.

Signed:

Organization Date

Name, Title

- F. NYSERDA Authorization:

NYSERDA Date

Name, Title