

[Energy Connector Team reviews this non-binding agreement with each State. Users can suggest revisions.]

EXAMPLE ONLY—Energy Connector: State Participant Agreement

This software use agreement (the “Agreement”) states the requirements for participation in the Energy Connector (“Connector”) program for the executing state LIHEAP administering agency and state community solar administering agency (the “Agencies”). Access, management, and operation of the Connector is provided by the Alliance for Sustainable Energy, LLC (“Alliance”) as the managing and operating contractor of the National Renewable Energy Laboratory (“NREL”) on behalf of the U.S. Department of Energy (“DOE”) under Prime Contract No. DE-AC36-08GO28308.

This Agreement is effective upon execution and for the duration of the state’s participation in the Connector.

The Alliance agrees to:

- 1) **Maintain the Connector.** Maintain the software to ensure that it continues to meet the needs of users. The software will eventually be transitioned to a non-governmental entity for long-term management and support.
- 2) **Provide a payment mechanism.** A payment mechanism will be made available in the Connector, for optional use by the state LIHEAP agencies and subscription managers, as set by the participating state. The mechanism will allow for subscription managers to submit payment via the Connector, and for qualifying local LIHEAP agencies to receive compensation for costs associated with income -verification, community solar education, and identification of interested subscribers. Transactions will require registration and establishment of a Stripe account by participating Subscription Managers and potentially other entities as determined by the Agencies.
- 3) **Collect feedback and make improvements.** Provide opportunities for general stakeholder input on the development of the Connector, as well as open conversations and feedback from state representatives. Ensure the Connector meets state needs to achieve low-income community solar goals.
- 4) **Provide tutorials, supporting documentation, and technical assistance.** The Connector will offer Knowledge Base articles and video tutorials to support users, as well as have pathways for users to submit questions and receive support. The Connector team may also provide technical assistance and implementation support, as needed.

The Agencies agree to:

- 1) **Low-Income Community Solar Programming:** The state has an active community solar program with specific measures to ensure access for low- to moderate-income (LMI) customers such as a mandate, carveout, or additional incentives. The community solar program design must:
 - a) Enable minimum savings requirements for LMI customers such that community solar projects can be developed which provide participating LMI households with a bill credit discount rate of at least 20% for the full duration of their participation in the community solar program. The bill credit discount rate, aligned with the 48(e) tax credit definition, is the difference between the financial benefit (utility bill credits, reduction in electricity rate, or other monetary benefits accrued on the electricity bill) and the cost of participating in the program (including subscription payments and any other fees or charges) expressed as a percentage of the financial benefit distributed to the household.
 - b) Have income eligibility thresholds which align with or exceed the income thresholds for LIHEAP. Households on the Connector must be automatically income eligible for community solar and not require any additional household income documentation for enrollment.
 - c) Be compatible with LIHEAP in terms of billing structures, application of LIHEAP benefits and community solar bill credits, and any other related LMI related energy programs (such as budget billing, percentage of income payment plans, or low-income discount rates, as applicable).
 - d) Incorporate an understanding of the interactions and impact between state community solar and LIHEAP programs. Agencies will make efforts to ensure LIHEAP benefits are not negatively impacted by participation in community solar through the Connector and also ensure that interactions between community solar and LIHEAP are communicated to potential, current, and future LMI subscribers.
- 2) **LIHEAP and Community Solar Program Coordination:** The Agencies agree to maintain a working relationship to ensure collaboration and coordination of program rules, enrollment processes, cross-training, and participant support and compliance procedures.
- 3) **Commitment of Resources:** The Agencies agree to provide respective points of contact and the necessary staff resources for adoption and ongoing use of the Connector.
- 4) **LIHEAP Enrollment:** The LIHEAP agency agrees to make any program and/or policy changes needed to streamline and improve LIHEAP participant access to the community solar program (e.g. updating LIHEAP intake forms to incorporate community solar interest/consent).
- 5) **Community Solar Project Approval:** The community solar administering agency agrees to establish a process to thoroughly vet and approve subscription managers seeking access to the Connector, ensuring that they have all applicable licenses and reviewing the relevant developer's or subscription manager's track record and history of complaints.
- 6) **Data Privacy:** The Agencies agree that their agency and/or state has protocols in place to ensure the protection of personally identifiable information of participating households throughout all data collection, storage, transfer, or sharing processes.
- 7) **Communications:** The Agencies agree to develop, prior to using the Connector, the necessary educational materials to inform prospective households, LIHEAP agency staff, and community solar subscription managers of the applicable community solar program rules and Connector terms.

- 8) **Fees&Penalties:**The Agencies agree that community solar projects participating in the Connector may not impose upfront fees or down payments, termination or exit fees, late fees, or any other financial penalties to participating households.
- 9) **Complaint Mechanism:** The Agencies must establish an accessible community solar program complaint mechanism including:
 - a) An opportunity for households to file a complaint, including information on how to file a complaint in provided education materials.
 - b) A process to investigate and attempt to resolve complaints including timelines for such actions.
 - c) Established potential sanctions for violations of program requirements.
- 10) **Prioritization Strategy:** The Agencies will collaborate and agree upon the unified state approach for utilizing the prioritization features in the Connector. Prioritization determines the order in which household and project connections are made and should reflect state priorities (e.g., connecting households with the greatest need to projects with the greatest benefits).
- 11) **Program Evaluation:** The community solar administering agency must have a process in place to evaluate the effectiveness and program compliance of community solar projects listed on the Connector (e.g., savings and consumer protections).
 - a) The community solar administering agency has established protocols for data collection and reporting from the necessary parties on at least an annual basis to evaluate their self-determined community solar program metrics.
 - b) The community solar administering agency has a process for verifying customer savings through either the program design, subscription contract requirements, project receipt of the [Clean Electricity Low-Income Communities Bonus Credit](#), program evaluations, program audits, or other proposed method.
- 12) **DOE Partnership:** The Agencies agree to provide feedback to DOE, the Alliance, and other partners developing and maintaining the Connector to ensure that the software continuously improves and reflects state priorities and needs.
 - a) The Agencies may be requested to join periodic meetings to provide feedback on the effectiveness of the Connector.
 - b) The Agencies will respond to direct solicitations for feedback from DOE or the Alliance to support improvements to the Connector.
 - c) The Agencies may be requested to publicly share the impact of the Connector on their state program goals by joining a webinar panel, conference session, or sharing a statement of impact.

Additional Guidance:

The Agencies also agree to make a good faith effort to act upon program feedback, strive for continuous improvement, and adopt best practices promoted by DOE and the industry including, but not limited to:

- **Consumer protections:** States should consider developing and adopting additional consumer protections for their community solar programs, where appropriate. A landscape of such consumer protections is detailed in the following resource from the National Consumer Law Center: [Community Solar: Expanding Access and Safeguarding Low-Income Families - NCLC](#).

- **Standard disclosure forms:** States should consider requiring the use of standard disclosure forms for community solar subscription offerings. Such efforts may leverage existing examples from other state programs, or forthcoming industry standards from the [SEIA ANSI Standards Development Process](#).
- **Improved billing processes:** States should consider adopting rules and regulations which enable an improved customer experience through streamlined billing which may include: consolidated billing or net crediting, utility-ownership with utility consolidated billing, no-cost subscriptions, and compatibility with budget billing. Additional information on consolidated billing can be found in the following report by the National Association of State Energy Officials: [Community Solar Consolidated Billing – Review of State Requirements, Policies, and Key Considerations](#).

Signature and General Terms:

- Participant will not construe, claim, or imply that their participation in or use of the Connector constitutes Federal Government approval, acceptance, or endorsement of anything other than participant's commitments noted above.
- Participant understands that their participation in the Connector does not construe Federal Government endorsement of member.
- Participant understands that the activities it undertakes in connection with the Connector are voluntary and not intended to provide services to the Federal Government. All parties to this agreement agree to not submit a claim for compensation to any federal agency.
- Participant may terminate this Agreement at any time by providing 30 days written notice of intent to the Alliance.
- The Alliance may terminate this Agreement at any time by providing 30 days written notice of intent to the signatories from the state.

Energy Connector – State Agreement Signature Page

Signed:		Email:	
Print Name:		Title:	
Date:		Agency:	

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