

OESP INTAKE AGENCY COST-RECOVERY AGREEMENT

BETWEEN:

THE ONTARIO ENERGY BOARD (“OEB”)

- and -

[INSERT NAME] (“INTAKE AGENCY”)

WHEREAS the OEB has developed a rate assistance program for low-income electricity consumers called the Ontario Electricity Support Program (“**OESP**”);

AND WHEREAS Intake Agency has agreed to help potentially eligible consumers apply for the OESP;

AND WHEREAS the OEB will reimburse Intake Agency for certain costs incurred in providing such assistance to potentially eligible consumers;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. OESP Application Intake

Intake Agency will assist the OEB with the processing of applications for the OESP, in accordance with the OEB manual entitled “OESP & LEAP Program Manual”, as it may be amended from time to time. Without limiting the generality of the foregoing, Intake Agency will:

- (a) pre-screen OESP applicants on the telephone or in person for eligibility;
 - (b) manually verify the household income for applicants (and their household members) who have not filed a tax return in respect of the last two tax years, or for applicants (and their household members) whose employment or income circumstances have changed since they last filed a tax return;
 - (c) inform applicants who do not meet the income eligibility criteria based on the manual verification of income under paragraph (b) that they are not eligible for the program;
 - (d) if requested by an OESP applicant, assist the applicant with completing and submitting an online or paper application not requiring manual income verification under paragraph (b);
- and

- (e) if requested by an applicant, submit the signed consent form on behalf of the applicant.

2. Payment for Services

Within 30 days of the end of the month in which the services were performed, the OEB will pay Intake Agency \$50 for each manual income verification application submitted under paragraph 1(b) of this agreement and \$20 for each assisted application under paragraph 1(d) of this agreement.

The parties acknowledge that the payments may be processed on the OEB's behalf by the central service provider engaged by the OEB to administer the OESP.

3. Privacy

In the course of rendering the services contemplated in this agreement, Intake Agency will collect and manage personal information in compliance with all applicable privacy legislation and will, without limiting the foregoing:

- (a) only collect and manage personal information for the purpose of rendering the services contemplated in this agreement, except with the consent of the OEB or the individual to whom the personal information relates;
- (b) ensure that it takes all necessary steps to implement physical, technical and administrative and other organizational measures, including such measures requested by the OEB from time to time, to safeguard personal information against loss, theft, damage or unauthorized access, use or disclosure;
- (c) limit access to personal information only to those employees of Intake Agency who need to have access;
- (d) immediately notify the OEB upon becoming aware of, or suspecting, any loss, theft or unauthorized access to the personal information;
- (e) immediately notify the OEB of any complaint received by Intake Agency relating to the collection or management of personal information; and
- (f) upon the termination of this agreement or at such other times as instructed by the OEB, securely dispose of (or transfer to the OEB) all personal information in the possession or control of Intake Agency.

4. Designated Co-ordinators

Each party will designate a co-ordinator who will be responsible for administering this agreement.

5. Assistance to French-Speaking Applicants

If Intake Agency is able to assist OESP applicants in French, it will take appropriate measures, such as the posting of signs, to make it known to applicants that such assistance is available in French. If Intake Agency is not able to assist OESP applicants in French, it will refer any applicant who wishes to receive assistance in French to the OESP support centre at 1-855-831-8151.

6. Compliance Audits

The OEB will have the right, upon reasonable notice to Intake Agency, to access the records and premises of the Intake Agency for the purposes of auditing or otherwise verifying Intake Agency's compliance with this agreement.

7. No Assignment

Neither party may assign or transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

8. Term and Termination

The term of this agreement will commence on the day it is signed by both parties, or if the parties sign on different days, the day the second party signs, and will continue for a term of two years. The term may be extended where mutually agreed by the parties in writing. Either party may terminate this agreement without cause by giving at least 90 days' written notice to the other party.

9. Relationship of the Parties

Intake Agency is an independent contractor, and nothing in this agreement will be construed so as to create an agency relationship, an employment relationship, a partnership or a joint venture between Intake Agency and the OEB.

10. Execution

This agreement may be signed in counterparts and delivered by fax or other electronic means.

IN WITNESS WHEREOF the parties have executed this agreement by the undersigned duly authorized representatives.

THE ONTARIO ENERGY BOARD

[INSERT NAME]

Signature:	_____	Signature:	Click here to enter text.
Name:	Brian Hewson	Name:	Click here to enter text.
	Vice President, Consumer		
	Protection and Industry		
Title:	Performance	Title:	Click here to enter text.
Date of Signature:	_____	Date of Signature:	Click here to enter text.