



ASSIST Agency Working Agreement

(Revised January 10th^d, 2018- SW)

1. Overview

The FPL ASSIST Phone Center and Web Portal were established to provide nonprofit and governmental agencies assisting FPL customers with utility payments a direct contact point to verify customer account information and notify FPL of pending assistance payments.

When a participating Agency makes a commitment (promise of a payment), FPL notes the customer's account, thereby protecting the account and suspending collection activity for the amount of the commitment. **Commitments are made only by the Agency making the payment. A commitment is not considered valid if the Agency is seeking only to protect the customer's account until another Agency can be found to pay the bill, or until the customer makes the payment.**

2. Authorized Agencies

Agencies must be currently registered with the State of Florida (www.Sunbiz.org) to be considered as an ASSIST Agency.

Those agencies that agree to follow the guidelines provided herein will be granted authorization to use the FPL ASSIST Phone Center and/or Web Portal.

To maintain the integrity of both the Agency and FPL, the Agency will provide FPL with the address (location) of the Agency, and maintain a list of case workers authorized to commit Agency funds for the respective location(s). FPL will accept commitments only from those locations and workers whose location and names appear on the list, which have been confirmed by FPL.

For non-portal users changes (additions/deletions) to the list of authorized Location/Agency workers must be made in writing on Agency letterhead and signed by the Principal. These changes can be faxed, emailed or mailed to FPL. Portal users with the management role will have the ability to make these changes in the portal.

Agency employees may not make commitments for each other or for themselves. The Agency Principal may contact the Area Special Consumer Services manager to request a commitment for an Agency employee's account.

3. Confidentiality

By law, FPL is required to treat customer and customer payment information as confidential, and requires that Agency employees and agents take the same degree of care with such confidential information. Conduct which jeopardizes the confidentiality of records (e.g. Agency employee using the Assist Phone Center and/or Web Portal to obtain information on a customer for personal reasons) will result in Agency Agreement suspension and/or termination. Information provided by FPL can only be used for purposes of qualifying clients for payment assistance.

Agencies will not have any obligation with respect to any such confidential information which (a) was in the Agency's possession prior to the time it was disclosed by FPL; (b) is or becomes available to the general public through no fault of the Agency; (c) is disclosed to Agency without restriction on disclosure by a third party who has the lawful right to disclose such information or; (d) Agency is legally compelled to disclose.

All clients applying for assistance must sign an Authorization for Release of General and/or Confidential Information application, giving authorization to the Agency to obtain customer information from FPL on the client's behalf. The Agency employee or agent must also sign an Authorization for Release of General and/or Confidential Information application and maintain the form in local records/files. If the Agency uses an alternative Authorization form as part of its normal intake process, it may be used in lieu of the FPL form, upon approval by FPL.

4. Commitment Guidelines

Commitments must be paid within 60 calendar days or less from the date the commitment is made.

Commitments must be itemized using an FPL Payment Transmittal form or computer generated facsimile of the FPL Payment Transmittal form. FPL Transmittal envelopes should be used when remitting Agency payment and FPL Transmittal forms, as appropriate. In some cases, agencies may not be able to use the Transmittal form and /or envelope because of their accounting system and/or the volume of items being submitted. In such cases, Transmittal envelopes (checks and forms) must be mailed to:

ASSIST
P.O. Box 25231
Miami FL 33102-5231.

Agencies may not charge the Customer a fee, request a donation, or receive any other form of remuneration for making a commitment on behalf of a customer.

5. Retracting Commitments

Should it become necessary for an Agency to retract (cancel) a commitment, the Agency will provide FPL with written notification of the retracted commitment on Agency letterhead or by e-mail, approved by the Principal (President, Vice-President, Director, Manager, Supervisor or other, as listed). The retraction can be faxed, emailed or mailed to FPL. Notification should include the customer's name, account number, address, the amount of the commitment, and the reason the commitment was retracted. A copy of the written notification provided to the customer by the Agency is to be included in FPL's notification.

6. Agency Participation

Agencies requesting authorization to utilize the FPL ASSIST Phone Center and/or Web Portal must complete and sign an FPL ASSIST Agency Authorization Application and return it to FPL along with required documentation. Agencies submitting completed applications agree to follow the terms and conditions of the agreement. All application fields are required and will be verified with appropriate governing bodies. Agencies will be denied or delayed if required information is

incomplete or erroneous.

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Agencies are also required to complete the Authorization for Release of General and/or Confidential Information form. Both the client and the Agency must sign this authorization form before any confidential FPL information is disclosed. The Authorization for Release form should be maintained by the Agency in the applicant's working file.

FPL reserves the right to suspend and/or terminate the service(s) provided to Agencies through the ASSIST Phone Center and Web Portal if the Agency does not comply with the guidelines outlined herein. Prior to any suspension or termination action, Agencies will be advised of any problems or concerns, and informed of any corrective actions required to remain active, in writing by certified mail. If the Agency does not take satisfactory corrective actions, the agreement will be suspended for a 60-day period or until such time as any problems have been resolved. Agreements suspended and not resolved within 60 days will be terminated. Future agreements from terminated Agencies will not be accepted until any previous infraction has been resolved to the satisfaction of FPL and corrective actions have been established to prevent reoccurrence.

END

This agreement has been reviewed by the undersigned, representing the Agency and FPL.

Agency Principal Signature/Date

FPL Area Manager Signature/Date

ARLENE SCHWARTZ

Agency Principal Name (printed)

FPL Area Manager Name (printed)

BOARD CHAIR

Agency Principal Title

Agency Project Director Signature/Date

Agency Project Director Name