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**CALIFORNIA ENERGY COMMISSION
LOAD MANAGEMENT STANDARDS**

**TERMS AND CONDITIONS FOR USE OF SINGLE STATEWIDE STANDARD
TOOL BY THIRD PARTIES**

I. PURPOSE

These Terms and Conditions (Terms) are intended to set rules and guidelines for third parties (Third Parties) that utilize the Single Statewide Standard Tool (SST or Tool), as required by CCR, Title 20, Section 1623(c) (Section 1623(c)). Third Parties are parties that are not a Utility or Large CCA, as defined in California Code of Regulations (CCR), Title 20, Section 1621.

Section 1623(c) is part of the California Energy Commission's (CEC's) Load Management Standards (LMS) regulations, enacted pursuant to California Public Resources Code (PRC) Section 25403.5, which directs the CEC to "adopt standards by regulation for a program of electrical load management for each utility service area."

Section 1623(c) provides that for purposes of supporting the ability of electric utility and community choice aggregator (CCA) customers to link devices to electricity rates, certain Load Serving Entities (LSEs) and Utility Distribution Companies (UDC)¹ are to develop the Tool to allow "for authorized rate data access by third parties that is compatible with each of those entities' systems."

Section 1623(c)(1) further provides that the Tool shall have the capacity to:

- (A) Provide the [Rate Identification Number(s) (RIN(s))] applicable to the customer's premise(s) to third parties authorized and selected by the customer;
- (B) Provide any RINs, to which the customer is eligible to be switched, to third parties authorized and selected by the customer;
- (C) Provide estimated average or annual bill amount(s) based on the customer's current rate and any other eligible rate(s) if the Large IOU, Large POU or Large CCA has an existing rate calculation tool, and the customer is eligible for multiple rates;
- (D) Enable the authorized third party to, upon the direction and consent of

¹ The LSEs to which Section 1623(c) applies fall into three categories: (1) the Large Investor-Owned Utilities (IOUs) – namely Southern California Edison Company (SCE), Pacific Gas and Electric Company (PG&E), and San Diego Gas & Electric Company (SDG&E); (2) the Large Publicly Owned Utilities (POUs) – namely Los Angeles Department of Water and Power and Sacramento Municipal Utility District, and (3) the Large CCAs – namely Ava Community Energy, Central Coast Community Energy (CCCE), Clean Energy Alliance (CEA), Clean Power Alliance (CPA), CleanPowerSF, Marin Clean Energy (MCE), Orange County Power Authority (OCPA), Peninsula Clean Energy (PCE), Pioneer Community Energy (Pioneer), San Diego Community Power (SDCP), San José Clean Energy (SJCE), Silicon Valley Clean Energy (SVCE), Sonoma Clean Power (SCP), and Valley Clean Energy (VCE). UDCs to which Section 1623(c) applies are PG&E, SCE and SDG&E.

the customer, modify the customer's applicable rate to be reflected in the next billing cycle according to the Large IOU's, Large POU's or Large CCA's standard procedures;

(E) Incorporate reasonable and applicable cybersecurity measures;

(F) Minimize enrollment barriers; and

(G) Be accessible in a digital, machine-readable format according to best practices and standards.

The Tool is intended to promote grid efficiency and optimal rate selection by customers, with Third Party providers, where authorized by customers, acting as intermediaries that can utilize the Tool to identify rate options for customers and adjust customer rate choices accordingly. To perform the tasks identified in subsections 1623(c)(1)(A), (B), (C), and (D), the Tool itself will not perform the functions in section 1623(c)(1), but will pass the Third Party requests to the customer's LSE and/or the customer's UDC, which will perform the functions in 1623(c)(1) using the LSE and/or UDC's existing programs and systems, and for which the user may need to accept the terms and conditions required by the LSE and/or UDC.

II. REQUIRED APPROVALS FOR THIRD PARTIES TO UTILIZE TOOL

Any Third Party that seeks to access and utilize the Tool on behalf of a given customer must obtain approval from all of the following: (A) the CEC, (B) the LSE and/or UDC that serve(s) the customer, and (C) the customer, as specified below. As part of the approval process, Third Parties are required to acknowledge their responsibilities with accessing customers' personal data and information needed to perform electric rate changes on their behalf and follow state and federal laws to protect consumer privacy and cyber security laws to protect personal account information.

A. Approval From CEC

The CEC is the sponsor of the Tool pursuant to its authority under the LMS regulations. Accordingly, any Third Party that seeks to access and utilize the Tool must meet the requirements set by the CEC and must apply to and register with the CEC (or any designee selected by the CEC).

Information and application forms are available at [\[insert CEC webpage link where materials for Tool are available\]](#).

B. Approval From LSE and/or UDC That Serve(s) The Customer

Once a Third Party is authorized by the CEC to utilize the Tool, the Third Party must separately receive approval from and register with each LSE and UDC that serves each customer whose information the Third Party seeks to access through the Tool. If a customer is served by more than one LSE (e.g., a UDC and a CCA), the Third Party must receive authorization from the LSE and the UDC.

Each LSE and UDC will set the process and requirements for a Third Party to receive such authorization, including the term of the authorization and any reauthorization requirements after the term ends. Revocation of authority to utilize the Tool by any LSE or UDC for a Third Party results in the revocation of authority for that same Third Party with

all LSEs and UDCs utilizing the Tool.

C. Approval And Consent From Individual Customer

1. Approval And Consent From Individual Customer for Data Access Pursuant to Section 1623(c)(1)(A)-(C)

In order to access the data of any particular customer on the Tool, pursuant to section 1623(c)(1)(A), (B), and (C), the Third Party also must obtain the authorization of that customer. Each LSE and UDC serving a given customer will set the process and requirements for a Third Party to evidence such customer's consent to access the customer's data on the Tool, including the term of the authorization and any reauthorization requirements after the term ends.

Subject to the specific processes and requirements set by individual LSEs and UDCs, the Third Party will be expected to obtain a customer's signature (electronic or written) on a form approved by the LSE's or UDC's governing body. The form will provide disclosures and information to the customer as to the function, purpose and risks of the Tool, and what the customer's signature on the form will permit as far as the Third Party's access to the customer's rate-related data that is available through the Tool. The form will give the customer the option to (i) designate an end date to the timeframe in which the Third Party may access the customer's data on the Tool, and (ii) terminate consent at any time upon notice to the Third Party (which will then notify the relevant LSE/UDC/CCA of such termination).

Individual LSEs and UDCs to which Section 1623(c) applies may require the Third Party to obtain an Access Token for a given customer by submitting a completed consent form for that customer. The Access Token may then be part of the required log on to the Tool. The Third Party will also be required to provide the LSE and UDC prompt notice of any customer termination of consent.

2. Approval And Consent From Individual Customer for Rate Change Pursuant to Section 1623(c)(1)(D)

In order to enable the Third Party to modify the customer's applicable rate through the Tool pursuant to section 1623(c)(1)(D), the Third Party must obtain the authorization of that customer, either in concert with the authorization pursuant to Section II.,C., above, or a separate authorization. Each LSE and UDC serving a given customer will set the processes and requirements for a Third Party to obtain such customer's consent to change rates through the Tool.

Subject to the specific processes and requirements set by individual LSEs and UDCs, the Third Party will be expected to obtain a customer's signature (electronic or written) on a form, approved by the relevant regulatory agency if necessary. The form will provide disclosures and information to the customer as to the function and purpose of the Tool, and what the customer's signature on the form will permit as far as the Third Party's ability to change the customer's rate through the Tool. The form will give the customer the option to (1) designate an end date to the timeframe in which the Third Party may change rates through the Tool, and (2) terminate consent at any time upon notice to the Third Party.

Individual LSEs and UDCs subject to Section 1623(c) may require the Third Party to

obtain an Access Token for a given customer by submitting a completed consent form for that customer. The Access Token may then be part of the required log on to the Tool.

III. REQUIREMENTS WITH RESPECT TO PROTECTION AND SECURITY OF CUSTOMER INFORMATION

Third Parties utilizing the Tool agree to be bound by privacy and security rules required by a LSE's or UDC's relevant regulatory or governing body, including the "Rules Regarding Privacy and Security Protections for Energy Usage Data" adopted by the California Public Utilities Commission in Decision 11-07-056 (Attachment D) and any subsequent CPUC decisions on rules for privacy, customer data and security, any additional data security measures the CEC, or State and federal laws require, and any additional data security measures or non-disclosure agreements required by the individual LSE or UDC that serve(s) the customer in question.

Third Parties shall be responsible for data security and management and must carry cyber liability coverage in an amount **TO BE DETERMINED** per occurrence. Third Parties are solely responsible for complying with any and all consumer privacy obligations, including but not limited to breach incident investigation, and reporting. Third Parties shall not sell consumer information or utilize it for marketing purposes or any other purpose other than to review rate alternatives. Third Parties are prohibited from hosting customer information offshore. Third Parties must conduct regular security checks and audits to maintain integrity and security of customer information.

IV. ADDITIONAL TERMS AND CONDITIONS

Each Third Party utilizing the Tool agrees to act in the best interest of customers who/that consent to the Third Party accessing the Tool to review those customers' rate information. Each Third Party agrees not to use customer data obtained through the Tool for any purpose other than that for which the customer consents, including the review of potential rate alternatives and (if the customer consents) a switch to another rate.

Fees. Third Parties may be assessed a fee for using the SST. The amount of the fee is to be determined.

Notices to CEC. Third Parties should direct all correspondence regarding the Tool to the CEC at the following e-mail address and telephone number: [...]; Telephone: [...].

Amendments. These Terms may be modified or amended by the LSEs and UDCs, with approval by the CEC. In the event of approval of modification or amendment to these Terms by the LSEs and UDCs, the CEC will provide notice by posting such change on the CEC's Website and notifying affected LSEs and UDCs within ten (10) business days of the change. A Third Party's continued use of the Tool after the CEC provides such notice will constitute the Third Party's agreement to such change(s).

Governing Law. These Terms shall be governed by the laws of the State of California without regard to its conflicts of laws principles.

Disclaimer of Warranties and Limitation of Liability. The CEC and the LSEs and UDCs to which the requirements of Section 1623(c) applies provide no warranty as to the functionality of the Tool nor do they guarantee that the Tool will be timely, secure, uninterrupted, or error-free. The Third Parties and customers utilizing the Tool assume all risk from doing so. The CEC and the LSEs and UDCs to which Section 1623(c) applies will not be responsible for errors, omissions, interruptions, deletions, defects or delays in the operation of or transmission of data through the Tool, any services, including customer's electric service and including the Third Party's SST Services account, or related content, including those due to communication services failures, or computer problems associated with the use or operation of the Tool. Any rate comparison delivered by each LSE or UDC through the SST are for reference only, actual electric bills will vary based on actual usage, market prices and customer load pattern, and at no time are any estimated bills and variances guaranteed. The Third Party assumes all responsibility of any rate change processed through the SST on behalf the customer. Neither the CEC nor any LSE or UDC TO WHICH SECTION 1623(C) APPLIES MAKES ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SST OR THE THIRD PARTY'S SST ACCOUNT, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. THE THIRD PARTY EXPRESSLY AGREES TO USE THE SST AND THE SST ACCOUNT AT ITS SOLE RISK.

Limitation of Liability. The CEC and the LSEs and UDCs to which Section 1623(c) applies, and their affiliates, subsidiaries, and former and present officers, directors, employees, agents, successors, or assigns, will not be liable to any Third Party, customer, or any other associated party for any indirect, consequential, incidental, exemplary, special or punitive damages (including without limitation, damages resulting from interrupted services, lost data, lost profits, or costs of procurement of substitute products or services) arising out of or in connection with the Third Party's use of the Tool, or from any other theory of liability (whether in contract, tort, strict liability, or otherwise), regardless of whether such parties have been advised of the possibility of such damages..

Indemnification. Each Third Party using the Tool agrees to indemnify, defend and hold harmless the CEC and the LSE and the UDC's to which Section 1623(c) applies, including affiliates and subsidiaries, their officers, directors, employees, agents, successors, or assigns (each, an Indemnitee), from any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' and experts' fees) in connection with any claim by a customer or any other person or plaintiff arising out of or relating to the Third Party's use of the Tool or access to customer data through the Tool.

The Third party represents and warrants that it and all personnel accessing the SST will be properly educated and trained on utility billing process and rate change impacts, as well as on the implications of rate changes to customer experience and financial condition.

By checking the box for “I have read and agree to terms and conditions” the undersigned Third Party (or representative of the Third Party) is providing a symbol of its signature that the information it has provided is true and correct; that it has read, understands, accepts, and agrees to these Terms; and that constitutes its representation that it is duly authorized by the Third Party to agree to these Terms.

[Third Party’s signature block and date or box to click on web page]