



### Consent Item 11

<b>To:</b>	Ava Community Energy Authority Board of Directors
<b>From:</b>	Kelly Brezovec, Sr. Director, Account Services
<b>Subject:</b>	<b>Approval of Resolution Approving Amendment 3 to the SMUD Master Services Agreement and Task Order 3</b>
<b>Date:</b>	November 20, 2024

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#### **Summary/Recommendation**

Sacramento Municipal Utility District (“SMUD”) provides critical Customer Care and Data Management Services (“CCDMS”) to Ava via a contract Master Service Agreement (“MSA”) and Task Order; the Task Order details services provided and priced at a per-meter monthly service fee. The current three-year MSA and Task Order, which resulted from a competitive solicitation process, started on January 1, 2022, and ends on December 31, 2024. The proposed MSA Amendment 3 is a five-year agreement and the Task Order (“Task Order 3”) is for two years. As price and work plan is solely housed in the Task Order, this two-year agreement falls within the five-year allowance of our procurement policy prior to the need for another solicitation. Additionally, the proposed Task Order 3 includes a price increase from \$1.00 to \$1.10 per meter; staff has negotiated elements of Task Order 3, such as fixed fees for common customizations and new community enrollments in 2025 and 2026, as well as a future-looking \$1 million credit, should Ava enter into a three-year agreement starting January 1, 2027.

Staff seeks approval from the Board of Directors on a contract extension with SMUD for Call Center and Data Management Services for a five-year extension of the MSA, through December 31, 2029, and a two-year extension of term of the Task Order via Task Order 3, from January 1, 2025, through December 31, 2026. Task Order 3 includes price and work plan adjustments.

## **Financial Impact**

Since 2018, when Ava first started to serve customers, Ava has worked with SMUD. The Task Order has been priced at a monthly, per-meter rate, with additional fees for new programs or enhancements.

Years	Per Meter Fee
2018-2020	\$1.05
2021	\$1.05
2022-2024	\$1.00
2025-2026	\$1.10

Table 1: Historical and proposed future pricing of Ava’s Task Order with SMUD for CCDMS services.

While this 10% increase in per-meter price is a significant jump, since 2022, Ava has seen a flat rate. If inflation had been applied to the \$1.00 per-meter price starting in 2022, the 2025 price would have been at \$1.16 per meter, an additional 5.5% higher than the 2025 rate proposed in Task Order 3.

The total annual cost of Task Order 3 will increase with the addition of new communities. Table 2 provides an estimate of the annual cost of the per-meter fee. In addition to the set fee, Ava should assume an additional \$100-300k annually in enhancement fees, since billing is always evolving, and staff anticipates enhancing billing operations to provide benefits for Ava programs.

	<b>Meters Served, by end of Year</b>	<b>Annual</b>
2025 Assumes service start to Stockton & Lathrop in April	700,500	\$9.1M
2026 Assumes service start to Unincorporated San Joaquin County in 2026	818,600	\$10.85M

Table 2: Future pricing estimates with the proposed agreement

Note that Unincorporated San Joaquin County is included here, as Ava has submitted a plan to the CPUC to begin service but awaits the official certification letter. The 2025 cost would remain constant in 2026, if Ava does not begin service to Unincorporated San Joaquin County.

### *Term*

The current three-year Task Order resulted from a public Request for Proposals (“RFP”) process in 2021; Ava’s current Administrative Procurement Policy allows for a five-year term, before issuing a new RFP.

The proposed two-year extension of the term does not require Ava to deviate from our standard purchasing protocol and provides flexibility. Over the next two years, staff may perform an assessment of the benefits of bringing some or all these services in-house. Additionally, as a collaborative vendor, who values our business, SMUD has added a \$1 million credit to a future contract, should Ava sign a three-year agreement starting January 1, 2027.

**Analysis and Context**

*Service and history*

CCAs contract with third parties for data management services, and often, call center services (Call Center and Data Management Services, or CCDMS). SMUD, as Ava’s CCDMS provider, is responsible for critical operational services, including:

- Billing operations
- Data management
- Call center/customer service representatives

Sample activities:

<b>Service</b>	<b>Activities</b>
Billing operations	Ingest billing determinants from PG&E; Send bill-ready billing information to PG&E; Apply payments to customer accounts.
Data management	Data feed conduit between PG&E and Ava; Develop and share customer characteristic reports; Ingest and share interval data feeds.
Call center	Respond to customer inquiries via chat, email, and phone; Manage customer enrollment via web forms and IVR service; Continue to update knowledge base with information about Ava programs.

Table 3: Sample Activities of a CCDMS provider

Following a public RFP process, Ava started service with SMUD in February 2018, with an agreement that concluded December 31, 2020. This agreement was extended for another year, until December 31, 2021. In 2021, staff issued a second RFP for CCDMS services. There are currently only two organizations providing CCDMS services to California Community Choice Aggregators (“CCA”). Staff performed a rigorous evaluation of both parties; SMUD was the selected respondent. SMUD and Ava entered the three-year Task Order, starting January 1, 2022, ending December 31, 2024.

*Select updates to the new agreement*

While the bulk of the services SMUD provides are standard, such as providing the billing information to PG&E, there are some updated pricing and services in Task Order 3. Table 4 highlights some of these differences.

<b>Item</b>	<b>Current</b>	<b>2025-2026</b>	<b>Change Driver</b>
Per-meter fee	\$1.00	\$1.10	Inflation

Item	Current	2025-2026	Change Driver
Common enhancements and updates	Priced uniquely by request	Scheduled pricing, set at current rates	Fix pricing to 2024 levels, expedite regular requests
Enrollment of new communities		Stockton, Lathrop and Unincorporated San Joaquin County included	Planned and proposed community enrollments not to incur amendment fees for webforms and data activities
Rate changes	Included: up to six rate changes due to Power Charge Indifference Adjustment (“PCIA”) or generation rate changes.	Included: as many rate changes as needed for PCIA or generation rate changes.	Allows Ava to change rates with PG&E, planned pricing for other rate changes.
Net Energy Metering (“NEM”) and Solar Billing Plan (“SBP”)	Annual fees for webform for monthly/annual selection, fees to upgrade billing for SBP	Inclusive of SBP, webform adjustments	SBP as standard, monthly/annual as standard process
Real Time Pricing, when out of pilot	n/a	Real Time Pricing: on Ava bill, matching PG&E framework	Looking ahead to implementation of a new type of rate
Billing error liability	Not applicable below \$14,000	Threshold changed to \$10,000	Increased accountability for SMUD

Table 4: Agreement updates

*Special consideration: Customer Service Team*

Customer Care is one of the major components of the agreement. Ava, and Ava’s customers, continue to benefit from the SMUD Customer Service Representative (“CSR”) team. SMUD ranked second in a J.D. Power 2022 Electric Utility Residential Customer Satisfaction Survey based on their overall CSR performance, due in large part to their award-winning trainers and 8-year average tenure in the unionized call center. 100% of all calls are recorded and are available for Ava review. In addition to managing incoming phone calls, Interactive Voice Recordings, the team also responds to online chat and emails. All interactions are linked to the billing system, which both SMUD and Ava can access for reporting, quality control, and review. Ava is launching to Stockton and Lathrop in 2025, and potentially to Unincorporated San Joaquin County in 2026; it is important that we not disrupt the first, and potentially only, touchpoint a customer has with Ava.

The CSR team consistently receives praise from our customers and has been responsible for “retaining” over 4,300 customers, since the team started tracking this metric in April 2021. In the past 12 months, nearly 1/3 of all customers that talk with a CSR during a request to leave Ava’s

service to return to PG&E, stay with Ava. In some months, over 40% of customer calls result in the customer staying with Ava, due to excellent customer service. In addition to handling customer calls about bills and service, the SMUD team can respond to inquiries about Ava programs, such as Health-e Communities, brand surveys, and surplus revenue credits. The team is prepared to add to their knowledge base, as Ava's Local Development Team launches new offerings in 2025 and beyond.

SMUD annually posts a CSR job recruitment for their award-winning, unionized call center. To encourage local hires, Ava's service territory has been highlighted as an area of interest for recruitment, starting in 2022. This SMUD/Ava partnership in recruiting has resulted in 84 applications from within Ava's territory. As of October 2024, two new hires to the SMUD CSR team are from Stockton. Ava partnered with SMUD for a CSR hiring event in early November 2024. Over 100 applicants currently reside within a current or future Ava jurisdiction.

**Committee Recommendation (if applicable)**

The Executive Committee recommends that the Board of Directors approve the MSA Amendment 3 and Task Order 3 with SMUD for CCDMS.

**Attachment**

- A. Resolution
- B. SMUD Amendment 3 to Master Services Agreement ("MSA")
- C. SMUD Task Order 3
- D. PowerPoint

**RESOLUTION NO. R-2024-XX**  
**A RESOLUTION OF THE BOARD OF DIRECTORS**  
**OF AVA COMMUNITY ENERGY AUTHORITY APPROVING AMENDMENT 3 TO**  
**SMUD MASTER SERVICES AGREEMENT AND TASK ORDER 3 UNDER THAT**  
**AGREEMENT**

**WHEREAS** Ava Community Energy Authority (“Ava”) was formed as a community choice aggregation agency (“CCA”) on December 1, 2016, under the Joint Exercise of Powers Act, California Government Code sections 6500 *et seq.*, among the County of Alameda, and the Cities of Albany, Berkeley, Dublin, Emeryville, Fremont, Hayward, Livermore, Piedmont, Oakland, San Leandro, and Union City to study, promote, develop, conduct, operate, and manage energy-related climate change programs in all of the member jurisdictions. The cities of Newark and Pleasanton, located in Alameda County, along with the City of Tracy, located in San Joaquin County, were added as members of Ava and parties to the Joint Powers Agreement (“JPA”) in March of 2020. The city of Stockton was added as a member to Ava in September of 2022. The city of Lathrop was added as a member to Ava in October of 2023. San Joaquin County was added as a member to Ava in July 2024. On October 24, 2023, Ava legally adopted the name Ava Community Energy Authority, where it had previously used the name East Bay Community Energy Authority since its inception.

**WHEREAS** Call Center and Data Management Services (“CCDMS”) are fundamental to the efficient operation of Ava Community Energy as a CCA; and

**WHEREAS** Ava, then East Bay Community Energy Authority, issued a Request for Proposals for CCDMS in March 2021 and selected the proposal from the Sacramento Municipal Utility District (“SMUD”) for further consideration and ultimately, a three-year agreement; and

**WHEREAS** Ava had entered into a Master Services Agreement (“MSA”) with SMUD for a term of approximately two years effective as of January 30, 2018, permitting Ava to execute Task Orders to purchase services; and

**WHEREAS** Ava and SMUD subsequently amended the MSA effective as of December 20, 2020 to extend the term of the MSA until December 31, 2022; and

**WHEREAS** Ava and SMUD again amended the MSA effective as of January 4, 2022 to extend the term of the MSA until December 31, 2024; and

**WHEREAS** Ava and SMUD executed Task Order 2 effective January 1, 2021 with an expiration date of December 22, 2022; and

**WHEREAS** Ava and SMUD subsequently amended Task Order 2 to extend the expiration date to December 31, 2024; and

**WHEREAS** Ava is wholly satisfied with SMUD’s CCDMS services to-date and desires to amend the SMUD Master Services Agreement to extend the relationship and continue services under Task Order 3, with updated scope and terms of compensation.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF AVA COMMUNITY ENERGY AUTHORITY DOES HEREBY RESOLVE AS FOLLOWS:**

Section 1. The Board hereby authorizes the Chief Executive Officer to negotiate and execute, subject to the approval of General Counsel, Amendment 3 to the Master Services Agreement between Ava and SMUD to extend the Term until December 31, 2029.

Section 2. The Board hereby authorizes the Chief Executive Officer to negotiate and execute, subject to the approval of General Counsel, Task Order 3, for the purposes set forth above, for a term ending on December 31, 2026, and for compensation in substantial conformance with the terms set forth in the staff report associated with this resolution.

ADOPTED AND APPROVED this 20<sup>th</sup> day of November, 2024.

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Jack Balch, Chair

ATTEST:

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Adrian Bankhead, Clerk of the Board

### **AMENDMENT 3 to the Master Services Agreement**

This Amendment 3 to the Master Services Agreement (“Amendment 3”) is made by and between the Sacramento Municipal Utility District (“SMUD”) and Ava Community Energy Authority (“Ava”) (formerly East Bay Community Energy Authority (“EBCE”)), on the date of last signature below. SMUD and Ava (formerly EBCE) are parties to that certain Master Services Agreement, dated January 30, 2018 (“MSA”), as amended.

#### **Recitals**

WHEREAS, the Parties entered into the MSA on January 30, 2018 to facilitate implementation and operation of a Community Choice Aggregation (CCA) program for EBCE (now Ava), pursuant to Public Utilities Code Section 366.2 *et seq.*;

WHEREAS, on January 30, 2018, SMUD and EBCE (now Ava) entered into Amendment 1 to the MSA to clarify administrative elements of the MSA, extend the Term of the MSA and make other substantive changes to the MSA.

WHEREAS, on January 30, 2018, SMUD and EBCE (now Ava) entered into Amendment 2 to the MSA to extend the Term of the MSA and make other clarifications to certain terms of the MSA.

WHEREAS, on October 18, 2023, EBCE adopted Resolution No. R-2023-54, changing the name of East Bay Community Energy Authority to Ava Community Energy Authority. EBCE, now Ava, further memorialized the name change by filing an “Amendment of Joint Power Agreement” form with the California Secretary of State on October 31, 2023.

WHEREAS, SMUD and Ava (formerly EBCE) now desire to update the MSA, all amendments thereto and all Task Orders issued pursuant to the MSA to reflect Ava’s October 2023 name change from EBCE.

WHEREAS, the MSA expires on December 31, 2024, and pursuant to Section 4.2 of the MSA, Ava and SMUD further desire to extend the term of the MSA for five (5) additional years;

**NOW THEREFORE**, the Parties agree to the terms of this Amendment 3 set forth below.

#### **1. NAME CHANGE – EBCE to Ava**

All references to the “East Bay Community Energy Authority” in the MSA, all amendments thereto and all Task Orders issued pursuant to the MSA are hereby deleted and replaced by references to “Ava Community Energy Authority.” All other provisions of the MSA, all amendments thereto and all Task Orders issued pursuant to the MSA shall remain in full force and effect.

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**2. Section 4 TERM AND TERMINATION, is amended as follows:**

**Section 4.2 is struck in its entirety and replaced with the following:**

“4.2 Term

This MSA shall remain in effect through December 31, 2029, unless terminated in accordance with Section 4.3 (Termination) or as otherwise agreed in writing by the Parties. Thereafter, the term shall automatically renew for successive one (1) year terms unless one party provides written notice to the other party at least one hundred eighty (180) calendar days in advance of the end of the then existing term that it does not wish to renew the term. Additionally, each Task Order will have its own term, not to exceed the term of the MSA, which may be extended by mutual agreement of the Parties.”

3. **Order of Precedence; Definition of Terms.** If any specific provisions of this Amendment 3 conflict with any general provisions in the MSA, Amendment 3 shall take precedence. Capitalized terms used in this Amendment 3 which are not defined in this Amendment 3 will have the respective meanings ascribed to them in the MSA.

[Signature Page follows]

**SIGNATURES**

The Parties have executed this Amendment 3 to the MSA, and it is effective as of the date of last signature below.

**Ava Community Energy Authority**

By

Name

Title

Date

Approved As To Form

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**Sacramento Municipal Utility District**

By

Name

Title

Date

Approved As To Form

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**EXHIBIT A: SCOPE OF SERVICES**

**Task Order 3 – Ongoing Services**

SMUD and Ava (the Parties) agree to the following services, terms and conditions described in this Task Order. The Effective Date of this Task Order 3 is January 1, 2025.

1. WHEREAS, the Parties entered into a Task Order 2, effective December 29, 2021, with expiration of the term on December 31, 2024;

WHEREAS, Task Order 2 and its amendments (collectively, “Task Order 2”) addresses data management and call center services that met the requirements of Ava ongoing operations for three years; and

WHEREAS, the Parties have agreed to extend the term of the MSA for an additional five (5) years, and the Parties wish to (1) continue many of the same ongoing operations services in this Task Order 3 that were provided in Task Order 2, and (2) add additional services, as set forth in this Task Order 3.

**1. SCOPE OF WORK**

As of the Effective Date, Task Order 3 supersedes and replaces Task Order 2, and no further services are provided under Task Order 2.

This Task Order covers the ongoing operations of:

2. Billing
3. Data Management
4. Contact Center
5. CRM Systems
6. Standard Reporting

The provisions of this Task Order, including exhibits, schedules and related attachments are subject to the Terms and Conditions of the MSA between the Parties. If any provisions of Task Order 3 including any exhibit schedule or related attachments conflicts or is inconsistent with any provisions in the MSA, the provisions of Task Order 3 shall take precedence unless expressly stated otherwise. Capitalized terms used in this Task Order 3, which are not defined in this Task Order 3, will have the respective meanings ascribed to them in the MSA.

SMUD will provide the following services to Ava:

1. Billing
2. Data Management
3. Contact Center
4. CRM Systems

## 5. Standard Reporting

Additional or continued Services not included in this Scope of Work can be provided at any time during the Term of the MSA through a separate mutually agreed upon Task Order or amendment to this Task Order 3.

### 1.1. Enrollment

SMUD will continue services for of Ava's existing customers. SMUD will set up all customers for new member territories, including Stockton, Lathrop, and unincorporated San Joaquin County, as they are enrolled, including services provided under 1.3-1.14.

### 1.2. Description of Appendices

Appendix A, Service Level Agreements summarizes Service Level Agreements (SLAs) referenced in this Task Order 3.

Appendix B, Work Products, summarizes the Work Products identified in this Task Order 3.

Appendix C, (SMUD Confidential) SMUD Intellectual Property

### 1.3. Data Management Services

SMUD will continue to provide a fully operational, SOCII Certified, Data Management System (SMUD-DMS) for the term of this Task Order including Electronic Data Exchange Services with PG&E, a Customer Information System, customer enrollment Web Forms, IVR (Interactive Voice Response) Call Center Technology, and service-based Billing System.

### 1.4. Electronic Data Exchange Services

SMUD will:

- 1.4.1. Coordinate with PG&E to continue to support Ava's Community Choice Aggregation Program ("Program") within PG&E's territory including meetings and calls as needed to ensure timely set up, data transfer, and billing services.
- 1.4.2. Maintain electronic interfaces and communication protocols with PG&E to exchange full set of EDI files (including 810, 814, 820, 824, 867, 248 and 997), exception files, CSV files (4013), UDC Daily Payment Files, Share My Data, all future EDI files needed to provide data management and billing services in compliance with CEC and CPUC regulations (exception management of programs may be at an extra cost), and other non-EDI files (such as Item 16/17 Data). Unless otherwise determined, data from PG&E will be received by SMUD which will process and apply Ava rates and then generate EDI transaction files to

- be sent back to PG&E for billing and enrollment services. Ava will ensure valid credentialing through PG&E.
- 1.4.3. Store EDI source files for the term of the MSA in AWS S3 buckets that are accessible by Ava staff.
  - 1.4.4. Process CCASRs from/to PG&E which specify the changes to a customer's choice of service for customer enrollment, or customer-initiated returns to bundled utility service (814 Electronic Data Interchange Files). Changes will be reflected in the CRM.
  - 1.4.5. Obtain customer usage data from PG&E's Enterprise Secure File Transfer server to bill each customer according to PG&E requirements (867 Electronic Data Interchange Files). SMUD will work with PG&E to continue to transfer said customer usage data.
  - 1.4.6. Maintain a rate table of Ava rates and apply applicable rate tariffs to calculate the amount to be billed by PG&E for services provided by Ava.
  - 1.4.7. Update rate tables under the following conditions:
    - a) Launch of new PG&E rate tariff or change in component of rate tariff
    - b) PG&E Generation Rate (price) change
    - c) Changes to PCIA and Franchise Fee Surcharge (FFS)
  - 1.4.8. Update rate table up to six (6) times annually based on the following:
    - a) Ava Value Proposition change (fee outlined under Additional Services)
    - b) Change in price of an existing Non-Standard Rate Agreement rate (fee outlined under Additional Services)
    - c) Multiple changes may be batched into singular rate tables update
  - 1.4.9. Maintain and communicate the amounts to be billed by PG&E that cover Ava program charges (810 Electronic Data Interchange Files). SMUD will maintain a rate table of Ava rates and apply applicable rate tariffs to calculate the amount to be billed by PG&E for services provided by Ava. SMUD will transfer the billing amounts to PG&E via EDI files and requirements specified by PG&E.
  - 1.4.10. Receive and maintain data related to payment transactions toward Program charges from PG&E after payment is received by PG&E from Ava customers (Electronic Data Interchange Files).
  - 1.4.11. Store data regarding payment transfers covering transactions toward Ava charges from PG&E after payment is received from customers via EDI or UDC Daily Payment files.
  - 1.4.12. Maintain automated log files that include data such as missing files, failed loads, file reloads, file exceptions; report on transactional exceptions upon request by Ava.
  - 1.4.13. Monitor all file transactions and promptly communicate any delays and inconsistencies to Ava.
  - 1.4.14. Coordinate with PG&E to remedy EDI file errors or exceptions (missing or missed files).

- 1.4.15 Provide to Ava staff a daily email to track and validate the inbound/outbound file transmissions with PG&E.

### 1.5. Customer Information System

For the Customer Information System, SMUD will:

- 1.5.1. Make available the SMUD-DMS to manage customer data via a Customer Relationship Management (CRM) system for the duration of this Task Order. The CRM enables Ava and its customers to manage program enrollment options online and through the phone via Interactive Voice Response (IVR). The CRM is compatible with the billing engine and data repository for customers' electric usage data. The SMUD-DMS stores data covering all eligible accounts. This data includes each account's enrollment status (eligibility, opt in/out, Ava service plan selection, NEM selections, and history), rate tariff election(s) and history, payment history related to billed amount, collection status, billing history, and any customer service representative phone correspondence or transactions with the customer. The system enables call center staff to classify or group the call description to help track the call types in order to identify trends for additional FAQ updates.
- 1.5.2. Maintain role-based access to allow Ava staff (up to fifteen), SMUD Call Center Representatives, and SMUD's team to view customer interactions, enter transactions (such as program election changes), edit account notes and view other information fields as necessary.
- 1.5.3. Obtain from PG&E and store in the CRM PG&E bills for all customers for the duration noted in Appendix E Work Products. Make available viewing access to appropriate Ava staff and billing records are maintained to support intuitive parsing and labeling.
- 1.5.4. Maintain a record of customers' enrollment status and history from the launch of services for each customer. This includes customers who have been offered service but have elected to opt out or opt up, either before or after starting service. Provide status reports to Ava staff. Make this information available to Call Center Representatives and Ava staff through the CRM to support customer service calls.
- 1.5.5. Maintain, calculate, and communicate as needed records of Net Energy Metering (NEM) and Solar Billing Plan (SBP) credits and generation data for customers to be posted on bill and settled annually. NEM and SBP credits and billed amounts are to be aligned with Ava's posted tariffs, including provisions for special billing circumstances, such as CARE or FERA, or municipal.
- 1.5.6. Maintain all customer data according to Ava's customer privacy policy, as may be amended from time to time, and the requirements of relevant California Public

Utilities Commission Decisions including D.12-08-045, including a weekly backup process.

- 1.5.7. Maintain a Data Management Provider Security Breach Policy.
- 1.5.8. Provide as-needed user training and support for Ava staff and its designated consultants to use the CRM.
- 1.5.9. Provide Ava with access to central repository of up-to-date CRM training materials.
- 1.5.10. Maintain Customer Information System patching and upgrades.
- 1.5.11. Collect only the minimum Confidential Information (CI) that is directly relevant and necessary to accomplish specific authorized purpose(s) and retain CI for only as long as is necessary to fulfill the authorized purpose(s). CI that is no longer needed is destroyed in accordance with the terms of the MSA.

#### **1.6. ShareMyData**

SMUD will:

- 1.6.1. Provide daily downloads of processed Share My Data (SMD) to Ava.
- 1.6.2. Deliver two files (SMD Interval Data and SMD Customer Mapping Data) on a daily basis as data is available, additional files for SMD as necessary.

#### **1.7. Customer Enrollment and Program Forms**

For Forms, SMUD will:

- 1.7.1. Collaborate with Ava's website provider to integrate customer enrollment forms to provide an easy and intuitive experience for customers.
- 1.7.2. Provide Ava customers with access to address check functionality via the Salesforce CRM.
- 1.7.3. Maintain web-based form(s) for the Ava website so that customers may change service plan or enrollment status (opt-out, down, remain on, up or in), select product options, NEM monthly/annual selection, and/or confirm current product selection prior to a default product transition with features requirements, such as the "Remain on" selection during a default service plan update.

#### **1.8. Interactive Voice Response (IVR) Call Center Technology**

For the IVR, SMUD will:

- 1.8.1. Maintain a professional Interactive Voice Response (IVR) tool for the customer call center.
- 1.8.2. Maintain English and Spanish language IVR routing.

- 1.8.3 Provide Cantonese and Tagalog IVR routing (mirror of English and Spanish routing) based on scripts received from Ava, Tagalog to be added by February 2025, Cantonese by the end of 2025, for a fee through the Amendment process.
- 1.8.4 Include custom prompts and recordings to align with the Ava customer base and needs. Make changes to IVR flow and recordings as requested, with associated third-party fees paid under an Amendment. IVR changes for TOT enrollments will not be charged an additional fee.
- 1.8.5 Track how many customers start and complete IVR self-service options without live-agent assistance and provide regular reports, and as needed, show the success rate of completed transactions through the IVR platform, as well as other reports related to customer usage of the IVR platform.

### 1.9. Billing System – PG&E “Bill-Ready Option”

The accuracy of the billing data is subject to the accuracy of data provided from PG&E. SMUD will include the following key tasks:

- 1.9.1. Send Ava service charges and in-line messages as separate line items to PG&E for placement on monthly bill. This could include, but is not limited to, non-electrical charges, special programs like batteries, collective billing, energy assistance programs, net energy metering, solar billing plan, and messages. Some of these have fixed charges for set up identified under Additional Services.
- 1.9.2. Apply PG&E account usage for each Ava customer against applicable rates to allow for customer billing. This includes net energy metering, solar billing plan, and future state mandated programs.
- 1.9.3. Apply Ava rates to customer bills based on usage received from PG&E or via SMD, as needed to comply with the tariff. This includes use of SMUD’s quality assurance process and audits to ensure accuracy of rate calculations.
- 1.9.4. Obtain from PG&E and store usage and billing data for all Ava eligible customers from the start of Ava’s customer operations for the term of this MSA.
- 1.9.6. Ensure successful rate migration through robust quality assurance measures.
- 1.9.7. Use commercially reasonable efforts along with SMUD’s billing quality assurance measures to remedy billing errors for any customer(s) in a timely manner (no more than two billing cycles from date of discovery).
- 1.9.8. Complete the annual settlement processes for Net Energy Metering customers by identifying eligible customers, providing accrued charges and credits, and providing a corresponding settlement and mailing list to Ava staff for review and check processing. SMUD to complete process with bill credits as appropriate. Customers may be based on a previous selection, on an annual true-up or, or an annual cash-out with monthly true-up. Monthly or annual selection will be available for reporting in SMUD Salesforce.



- 1.9.9. Provide customer mailing lists to Ava’s designated printer or to Ava staff for the following:
- a) New move-in customer notices routinely within 14 days of enrollment.
  - b) All eligible customers within new community territories for initial enrollment notice
  - c) All eligible customers within new community territories less customers who have opted out for second enrollment notice
  - d) All eligible customers within new community territories less customers who have opted out for third enrollment notice
  - e) All eligible customers within new community territories less customers who have opted out for fourth enrollment notice
  - f) All eligible NEM customers within new community territories, phased as requested by Ava

#### 1.10. Customer Call Center

SMUD provides professional and dedicated staffing for an Ava Customer Call Center, including the option for customers to access self-service through an Interactive Voice Response (IVR) system. The Call Center provides services in both English and Spanish, and metrics are provided to Ava on a regular basis in order to maintain and track high levels of customer service. The call center also provides communication in more than 50 other languages through an interpretation vendor to meet the language needs of all customers. SMUD will:

- 1.10.1. Provide sufficient Customer Call Center staff during enrollment periods, high bill periods, default product transition, and after a billing error discovery, to process Ava service enrollment and answer questions related to Ava services, generation-related billing, and other Ava-related inquiries via phone, chat or email.
- 1.10.2. Provide sufficient Customer Call Center staff during the non-enrollment period to process Ava service enrollment and answer questions related to Program services, generation-related billing and other Ava-related inquiries via phone, chat or email.
- 1.10.3. Call Center staff will be available during the hours indicated in the Appendix A Service Level Agreements for the duration of the Task Order.
- 1.10.4. Make available a trained SMUD billing expert to manage escalated calls during the call center hours.
- 1.10.5. Make available bilingual staff to help Spanish-speaking customers. SMUD provides staff, and a third-party contractor (a subcontractor), to support interpretation services on an as-needed basis. The services include Spanish, as well as many other different languages, and are available during the call center hours.

- 1.10.6. Provide callers with the estimated hold time, if applicable, during both the enrollment and non-enrollment period.
- 1.10.7. Record all inbound and outbound calls performed by SMUD CSRs and make recordings available to Ava staff upon request. Maintain an archive of such recorded calls on a WFM Platform provided by SMUD.
- 1.10.8. Track Call Center contact quality with criteria including:
  - Use of appropriate greetings and other call center script guidelines
  - Courtesy and professionalism
  - Capturing key customer data
  - Providing customers with correct and relevant information
  - First-contact resolution
  - Accuracy in data entry and call coding
  - Grammar and spelling in email and chat communications
  - Request and/or confirm current email, mailing address, and phone number of customers and add to, or update, database during inbound calls as needed.
- 1.10.9. Collect and input into CRM information from these calls including, but not limited to name, contact information, inquiry type, and resolution, if such information is disclosed by the caller. When appropriate and directed by Ava staff, input into CRM specific call “tags” to allow for easier reporting.
- 1.10.10. Make available trained CSRs who respond to 100% of Ava customer inquiries; forward calls to Ava staff as may be required to serve customer needs; receive calls from customers referred to Ava by PG&E and, receive calls from customers choosing to contact Ava directly without referral from PG&E; and, “warm transfer” the customer to PG&E or Ava as needed to serve the customer needs.
- 1.10.11. Should Ava request some amount of calls be routed directly to Ava staff, Ava and SMUD will work collaboratively to reach a solution that may include fees or credits not currently outlined in this agreement.
- 1.10.12. Provide a toll-free number that will be placed on Ava’s website and PG&E invoices allowing Ava customers to contact the call center.
- 1.10.13. Record permission (via live calls, email request, chat, or electronic form submittal) from customers to send electronic correspondence, instead of printed mail.
- 1.10.14. Respond to phone inquiries from customers using training tools based on information provided by Ava. For questions not addressed within the training tools, refer inquiries back to PG&E or Ava.
- 1.10.15. Transfer to Ava staff escalated calls as appropriate or if a customer specifically requests to speak with Ava staff.
- 1.10.16. Based on materials and information provided by Ava, train Call Center staff on new programs, policies, and rate changes in a timely manner in order to best

respond to customer inquiries. Examples include, but are not limited to, incentive programs, changes to power content, and transition to time-of-use rates.

#### **1.11. Qualified Reporting Entity QRE Services**

In such cases where SMUD directly performs QRE services, as a key part of WREGIS settlement activities, SMUD will manage and coordinate Qualified Reporting Entity (QRE) services for collection, verification, and reporting of renewable resource meter data to WREGIS under certain circumstances.

Many renewable power project owners directly contract with the CAISO or another entity for QRE services for their projects; Ava will encourage project owners, as part of the Ava standard PPA language, to use one of these options. In such instances, SMUD would not separately provide QRE services.

For Ava behind the meter projects that lack CAISO meters and for which QRE services cannot be otherwise contracted out, SMUD will perform or contract for QRE services, provided that SMUD has sufficient access, facilitated by Ava and PG&E, to meter data and meter and/or telemetry troubleshooting resources. For avoidance of doubt, all meter and or telemetry troubleshooting responsibilities shall remain with the power project owner and/or PG&E.

In such cases where SMUD directly performs QRE services, SMUD will:

- 1.11.1. Upload data to WREGIS on a monthly basis, as required in accordance with WREGIS procedures, for the creation of Renewable Energy Certificates (RECs) for Ava power supply, and will make such data for Ava projects available to Ava's Wholesale Energy Services provider or scheduling coordinator for power purchase agreement settlement.

#### **1.12. Settlement Quality Meter Data (SQMD) Services for Wholesale Load Settlement**

Ava (or SMUD on Ava's behalf) obtains Ava load data from PG&E. SMUD will:

- 1.12.1. Ensure settled load complies with CAISO requirements for SQMD and with Ava's SQMD plan and forward Ava load SQMD to the CAISO at the required frequency for load settlement purposes. Information may be required to be sent directly to CAISO or through another 3rd party vendor under Ava contract.
- 1.12.2. Perform annual review of the SQMD Plan as required by the CAISO and provide a memo confirming an annual/bi-annual self-audit of SQMD to Ava and scheduling coordinator.
- 1.12.3. Establish proactive measures and checks to ensure SQMD data submitted to CAISO is accurate and take commercially reasonable steps to resolve and correct

any data issues or anomalies that are within SMUD's control ahead of final settlement deadlines.

- 1.12.4 SMUD will provide T+7 reporting including estimated load for missing interval data. The Parties recognize that the estimated load is an approximate amount that SMUD provides based on a reasonable prediction. However, this information is simply an estimation and SMUD does not guarantee or warranty the accuracy of this information. Ava acknowledges and agrees that any decisions made by Ava based on this estimated load information is the sole responsibility of Ava and SMUD shall not be liable for matters resulting from such decisions.

**Commented [ 1 ]:** Can be either upper or lower case but make "party" and "parties" consistent throughout document.

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### 1.13. Data Feeds

SMUD provides data feeds to assist Ava in compiling various customer sales and usage statistics that may be necessary to facilitate Ava's completion of requisite external reporting activities. Source indicates whether the files are pass through files from PG&E or generated by SMUD.

File	File Name	Frequency	Source	Format
<b>Enrollment</b>				
997 Response for 814	EBCE_YYYYMMDDHHmmssff.EDI997	Daily	PG&E	EDI
Daily Enrollment Details	EBCE_DataFeed_EnrollmentExport_YYYYMMDD.csv	Daily	SMUD	CSV
Inbound 814	EBCE_YYYYMMDDHHmmssff.EDI814	Mon-Fri	Inbound PG&E	EDI
Outbound 814	EBCE_YYYYMMDDHHmmssff.EDI814	Mon-Fri	Outbound SMUD	EDI
<b>Usage</b>				
Regular 867 Usage	EBCE_YYYYMMDDHHmmssff.EDI867	Tue-Sat	PG&E	EDI
MV90 867 Usage	EBCE.YYYYMMDDHHmmssff.EDI867	Mon-Fri	PG&E	EDI
Share My Data Interval	SMD_File_Generated_on_YYYYMMDD.csv	Daily	SMUD	CSV
Share My Data Customer Mapping	EBCE_DataFeed_SMD_SA_ID_Changes_YYYYMMDD.csv	Daily	SMUD	CSV

<b>Billing</b>				
248 Confirmations	EBCE_yyyyMMdHHmmssfff.EDI248	Daily (including in CSV form)	PG&E	EDI
810 Billing	EBCE_yyyyMMdHHmmssfff.EDI810	Mon-Fri	SMUD	EDI
997 Response for 810 and 814	EBCE_yyyyMMdHHmmssfff.EDI997	Mon-Fri	PG&E	EDI
Daily Billing Details	Billing_Detail_Daily_yyyyMMdd.csv	Daily	SMUD	CSV
Green-e Audit Report	Variable	Annual		
Rate Details Report		Monthly	SMUD	CSV
<b>SQMD</b>				
Retail Load Data Trailing 100	EBCE Trailing 100 Retail.csv	Daily	SMUD	CSV
Wholesale Load Data Trailing 100	EBCE Trailing 100 Wholesale.csv	Daily	SMUD	CSV

Accounting				
Weekly Aging Report - Bill Date	EBCE_Aging_Report_Weekly_BillDate_YYYYMMDD1_YYYYMMDD2_YYYYMMDD3.csv EBCE_Aging_Report_Weekly_BillDate_20230531_20230625_064642910.csv	Weekly	SMU D	CS V
Monthly Aging Report - Bill Date	EBCE_Aging_Report_Monthly_BillDate_YYYYDDMM1_YYYYDDMM2_HHMMSS.csv EBCE_Aging_Report_Monthly_BillDate_20231031_20231108_125431643.csv	Monthly	SMU D	CS V
Weekly Aging Report - Due Date	EBCE_Aging_Report_Weekly_DueDate_YYYYMMDD1_YYYYMMDD2_HHMMSS.csv EBCE_Aging_Report_Weekly_DueDate_20230302_20230306_120006420.csv	Weekly	SMU D	CS V
Monthly Aging Report - Due Date	EBCE_Aging_Report_Monthly_DueDate_YYYYMMDD1_YYYYMMDD2_HHMMSS.csv EBCE_Aging_Report_Monthly_DueDate_20230131_20230207_075722063.csv	Monthly	SMU D	CS V
Invoice Details	InvoiceDetailReportDaily_yyyyMMdd.csv / InvoiceDetailReportWeekly_yyyyMMdd.csv / InvoiceDetailReport_yyyyMM.csv	Weekly, Monthly	SMU D	CS V
Payment Details	DailyPaymentReport_yyyyMM.csv / DailyPaymentReportWeekly_yyyyMMdd.csv	Weekly, Monthly	SMU D	CS V
Transaction Summary	Transaction Summary Report yyMMdd.csv	Monthly	SMU D	CS V
PG&E UDC Daily Payment File	UDC_customer-support@ebce.org_udc_NNNNNNNNNyMMddHHMI.csv	Daily	PG&E	CS V
Daily Payments Received Summary for the Previous Day		Daily	PG&E	CS V
Exception Summary		Daily	SMU D	CS V

\*Note: File names are maintained as received from source. Changes to Source data file format, source, and name may be subject to additional fees.

File	File Name	Frequency	Source	Format
------	-----------	-----------	--------	--------

<b>Customer Interaction Data</b>				
Call Center Interactions	Interactions_CallCenter_yyyyMMdHHMISnnn.csv	Daily	SMUD	CSV
Web Enrollment Forms Interactions	Interactions_Web_yyyyMMdHHMISnnn.csv	Daily	SMUD	CSV
IVR Interactions	Interactions_IVR_yyyyMMdHHMISnnn.csv	Daily	SMUD	CSV
Chat Interactions	Interactions_Chat_yyyyMMdHHMISnnn.csv	Daily	SMUD	CSV
<b>Enrollment</b>				
814 Transaction Summary	Enrollment_814_yyyyMMdHHMISnnn.csv edi	Weekly	SMUD or PG&E	CSV or EDI
<b>Customer Characteristics</b>				
New / Updated E-mail, Phone, Mailing	Customer_Characteristics_yyyyMMdHHMissnnn.csv	Daily	SMUD or PG&E	CSV
<b>Customer Enrollments and Characteristics</b>				
Ava Program Enrollment Transactions	AVA_[Program_Name]_yyyyMMdHHMissnnn.csv	Daily	Ava	CSV
Email, Phone, Mailing	AVA_Cust_Characteristics_yyyyMMdHHMissnnn.csv	Daily	Ava	CSV
Ava Customer Marketing Preferences	AVA_Cust_Marketing_Prefs_yyyyMMdHHMissnnn.csv	Daily	Ava	CSV
<b>Accounting Feed</b>				
820 Transactions (Dependent on PG&E Providing File Feed)	Payments_820_yyyyMMdHHMissnnn.csv edi	Daily	PG&E or SMUD	EDI or CSV

Additional EDI files are provided to Ava directly from PG&E, not passed through SMUD, such as the 4013.



1.13.1. SMUD will continue to provide the following reports on the indicated frequency covered under the per meter pricing. Any changes to the current, operationalized reports will be subject to additional fees. Reports will be stored for the term of the MSA.

Report	Frequency
Billing Operations Report (enrollment activity move-in/move-out tracking by month in comparison to previous calendar year, billing transactions)	Weekly
Customer Center Operations Report (customer interactions through IVR, Web, CSR, chat)	Weekly
Customer Relationship Management (CRM) Reports (including custom reports and the ability to add email functionality) and Dashboard	Available 24/7
Net Energy Metering (NEM) and Solar Billing Plan (SBP) True-up, Cash-out Reports	Annual (April true up) for all, monthly for customers leaving Ava
VIP opt-out notification report	As needed
Aging report by-past due-bucket	Weekly
New connect customer list	Biweekly
SMD Performance Report	Weekly

#### 1.14. Operational Support Services

SMUD provides ongoing operational support including regular meetings and a Client Manager. SMUD will:

- 1.14.1. Provide weekly update on key metrics and projects in progress
- 1.14.2. Host a monthly performance review meeting which can be changed to weekly upon Ava request during enrollment and transition periods.
- 1.14.3. Host ad hoc executive meetings upon request at a mutually agreed upon time.
- 1.14.4. Annual preparation and delivery of presentation to Ava Board regarding SMUD services upon request with reasonable notice.
- 1.14.5. Ensure a single point of contact for day-to-day requests and communications. Projects, such as billable enhancements, may have an additional point of contact who is the project manager and/or subject matter expert.
- 1.14.6. Review data sets prior to sending to Ava staff for input
- 1.14.7. Agree to collaborate on project management standards for future system enhancements.
- 1.14.8. Provide data and administrative support for Ava's annual financial audits.

## 2. ADDITIONAL SERVICES AND ENHANCEMENTS

SMUD will provide these additional services according to the following fee structure. Certain services are included in the per meter pricing.

Project/Service	Fee
Real Time Pricing: on Ava bill, matching PG&E framework	Included in Per Meter Fee
In-line bill message change, annually	Included in Per Meter Fee
Monthly NEM, Annual NEM reporting, same as we provide as of 12/31/2024	Included in Per Meter Fee
NEM/SBP Monthly and Annual cash out reporting and SBP Transitioning Customers reporting	Included in Per Meter Fee
SQMD, same service we provide as of 12/31/2024	Included in Per Meter Fee
CARE/FERA NEM and SBP audits	Included in Per Meter Fee
SMD, same service we provide as of 12/31/2024	Included in Per Meter Fee
Phone transfer support via IVR and CSRs for Ava DCFC, as built under Task Order 2 Amendment	Included in Per Meter Fee
PIPP, same service we provide as of 12/31/2024	\$1,500 per month
DAC-GT, same service we provide as of 12/31/2024	\$2,600 per month
Real Time Pricing: shadow bill credits, using current format/label	\$7,500
Dividend credits, using current format/label	\$7,500
CARE/FERA care credits, using current format/label	\$7,500
Other courtesy credits, using current format/label	\$7,500
Other credits through 3rd parties, using current format/label	\$7,500
Credits support, QA, exceptions, reporting	\$1,500 per month
Salesforce-to-Salesforce file feed integration	\$80,000
Non-standard rates, new	\$30,000
Non-standard rates, rate change	\$10,000
Value proposition changes, update % difference	\$10,000

### 3. ASSUMPTIONS

- Both parties acknowledge and agree to the following assumptions listed below. Deviation from these assumptions may result in delays in service or additional fees, which fees will be agreed upon by both parties. SMUD will be required to work with other contractors performing services for Ava and assumes that representatives from these contractors will be available and respond in good faith in a reasonable timeframe to requests for information and integration.
- SMUD will mirror standard PG&E billing for Ava customers, including new rates as they are released.
- Ava will provide decisions and feedback in a timely manner. Any delays of decisions or review of critical documents may result in a delay of services.

### 4. APPROVAL PROCESS / ACCEPTANCE

Both Parties agree to perform tasks, reviews, and approvals in a timely manner.

### 5. TERM AND TERMINATION

### **5.1. Term of Task Order 3**

The Term of Task Order 3 is from the Effective Date of Task Order 3 until December 31, 2026. Thereafter, the term shall automatically renew for successive one (1) year terms concurrent with the Term of the MSA, unless one party provides written notice to the other party at least one hundred eighty (120) calendar days in advance of the end of the then existing term that it does not wish to renew the term.

In the event that Ava enters into a contract with SMUD in January 2027 for three or more years, SMUD will credit Ava \$1,000,000 towards services to be used at any point during the contract. Pricing in 2027 will not exceed \$1.10 plus a not-to-exceed cost-of-living adjustment calculated using the U.S. Department of Commerce, Bureau of Labor Statistics, "Consumer Price Index-All Urban Consumers less food and energy" Series ID: CUUROOOOSAOLIE for the immediately prior 12-month period. An additional cost-of-living adjustment may be added each year, adjustment to be determined as part of new agreement.

### **5.2. Transition of Call Center**

With at least ninety (90) calendar day written notice to SMUD, Ava reserves the right to transfer all Contact Center services in-house and have all communications managed by Ava customer service representatives (CSRs). Beginning on the first day of the first month following transfer of all Contact Center services in-house and all communications managed by Ava CSRs, the Per Meter Fee, per month fee set forth in Section 6.1 of this Task Order 3 shall be reduced by \$.12 for each meter that is impacted. Ava will be responsible for any additional infrastructure or programming costs incurred by SMUD to facilitate this transition. SMUD will provide an estimate and receive approval from Ava for these costs prior to SMUD performing such services and incurring associated costs.

## **6. COMPENSATION FOR SERVICES**

This section is SMUD confidential information.

### **6.1. Data Management and Call Center Services**

Services under Section 1 will be made available at a fixed monthly fee per customer meter enrolled of \$1.10 (Per Meter Fee) through December 31, 2026.

Customizations or enhancements that include an additional fee to Ava must be established with a scope of work, including a detailed fee structure.

### **6.2. Billing Methodology**

SMUD will use the following methodology to calculate the total number of customer meters enrolled in Program service.

1. Identify customers from the 4013 that have been entered into the CRM system and have an 'opt in' enrollment date range that is current
2. Filter that list to include customers that are also listed on the corresponding 814 File
3. Replace the DA\_Xref with the associated SP\_ID
4. Calculate the enrollment date ranges in the month
5. Use the total number of distinct SP\_IDs from the date range query results to calculate the total number of customer meters enrolled in Ava Program service

**7. PAYMENT TERMS**

Fees incurred under this Task Order 3 will be invoiced monthly, starting January 1, 2025. For services under this Task Order 3, Ava shall pay all undisputed invoices within thirty (30) calendar days of the date of the invoice. Any disputed amounts are subject to terms of the MSA.

(Signature page follows)

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**9. SIGNATURES**

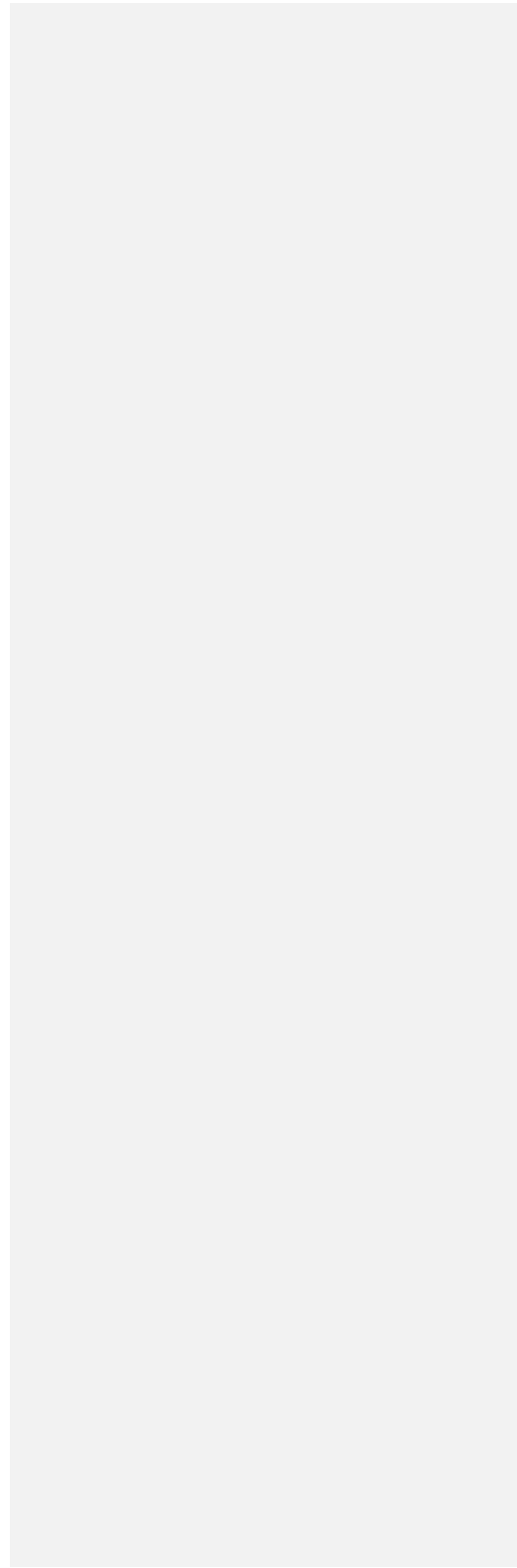
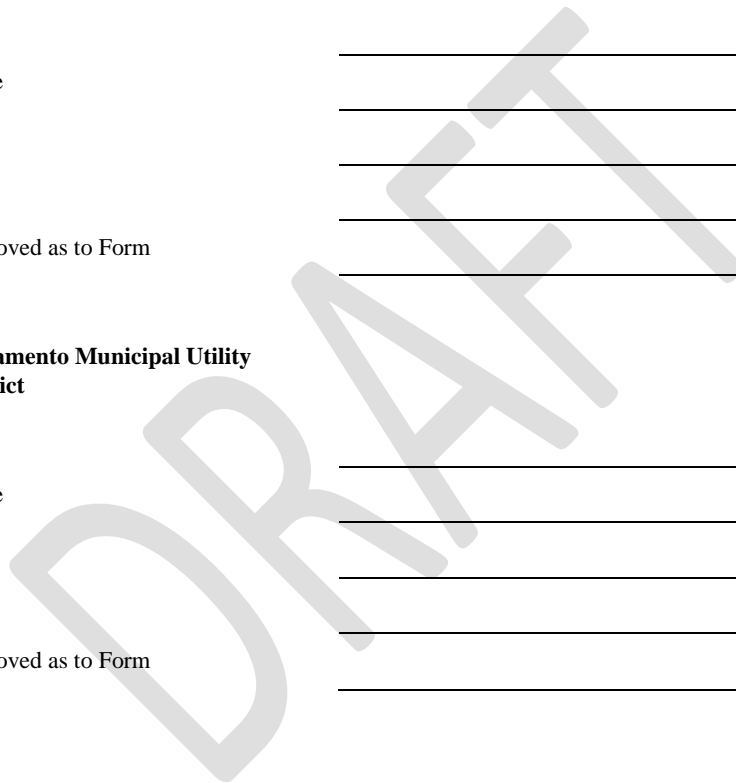
The Parties have executed this Task Order 3, and it is effective as of the Effective Date.

**Ava Community Energy Authority**

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_  
Approved as to Form \_\_\_\_\_

**Sacramento Municipal Utility District**

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_  
Approved as to Form \_\_\_\_\_



## Appendix A — Service Level Agreements

### System

- DMS System availability  $\geq 99\%$  DMC
- Technical Support hours of 9:00AM to 5:00PM Pacific Time, Monday through Friday, excluding Ava and PG&E holidays.

### Processes

#### Billing Issue Resolution

- SMUD-originated Billing Issues will be remedied within two (2) Bill Cycles from date of discovery.
- PG&E-originated Billing Issues will be remedied within two (2) Billing Cycles from date of discovery to extent within the control of SMUD. SMUD will continue to follow-up with PG&E through issue resolution.

#### Billing Error Liability

- Billing errors for which SMUD systems or processes are at fault will result in the following shared liability:
- SMUD is only liable for errors that result from SMUD systems or processes.
  - Errors that occurred on dates that precede the start of this task order cannot be included.
- SMUD is not liable for any underbilled amount for errors that can be remedied by a rebill, the timing of which follows the rebill rules set by the CPUC (see PG&E Rule 17.1).
- For underbilled amounts that cannot be remedied by a rebill:
  - SMUD is not liable if the impact is less than \$10,000.
  - SMUD is liable if the impact is more than \$10,000; however, SMUD's liability is limited to 50% of the underbilled amount or \$100,000 per instance whichever is less.

### Rate Changes

- Rate Changes will be implemented by request of Ava. The standard schedule for rate change implementation is as follows but may vary based on the specific calendar of weekdays, PG&E process changes associated with TOU roll out, major file changes, or other acceptable reasons.

Sample schedule:

Action	Date	Example
Ava request made	By end of Month 1	September 30, 2020
SMUD launches rate change	By middle of Month 2	October 16, 2020
SMUD sets effective date of rate change	Day 1 of Month 2	October 1, 2020

### SQMD

- SMUD will be liable for CAISO late meter adjustment sanctions defined in CAISO Tariff section 37.11 when data is submitted to the CAISO past the deadline and submission timing is

within SMUD's control, or the data submitted is erroneous resulting in a resubmittal past the deadline and the data error was the fault of SMUD.

- For clarity, SMUD will not be liable for CAISO late meter adjustment sanctions defined in CAISO Tariff 37.11 when data errors are introduced by PG&E data inaccuracies or incompleteness or for other reasons outside of SMUD's control.
- In the event that SQMD data submitted to the CAISO results in an incorrect kWh settlement due to an error that is solely within SMUD's control, and when the data can no longer be corrected with the CAISO because it is past the CAISO deadline for correction, then SMUD will be liable for 50% of any excess over-settlements incurred by Ava. When such an error is identified, SMUD will calculate the over-settled or under-settled amounts by multiplying the hourly kWh discrepancy by the FMM price for each hour affected. Instances of under-settlement will offset instances of over-settlement. Upon termination of this Task Order 3, SMUD will credit Ava with 50% of any net amounts due resulting from all such instances. The maximum daily credit will not exceed \$10,000. Errors that occurred on trade dates that precede the start of this task order cannot be included.
- In the event that SQMD data submitted to the CAISO results in an incorrect kWh settlement that is outside of SMUD's sole control, then SMUD will not be liable for any penalties associated with such errors.

#### **ShareMyData**

##### **SMD Interval File Feed**

- PG&E SMD Interval Files monitored daily
- 95% of meters received  $\leq$  24 hours, no action, taken, normal file processing
- $\leq$  98% of meters received in  $>$  48 hours, PG&E notified, Ava notified, and adhoc request
- $\leq$  98% of meters received in  $>$  48 hours, PG&E notified, Ava notified, and escalated with PG&E.

##### **SMD Customer Retail File Feed**

- PG&E SMD Customer Retail File Feed monitored daily
- Not Received, no action taken, monthly ad-hoc request made to cover gaps

##### **SMD Completeness**

- Completeness is defined by total number of Service Agreement IDs with at least one interval divided by total number of Service Agreement IDs on PG&E's customer enrollment file feed
- $>$ 95%, no action taken
- 90-95%, SMUD to investigate and resolve any issues found
- $<$  90%, SMUD, Ava notified and escalated with PG&E

#### **Data Feeds**

##### **Monitoring and Communication**

- Data Feeds monitored daily
- Each Data Feed generates a file per defined schedule in Data Feeds and Data Package +

- Ava to be notified if files will not arrive per a previously defined schedule and SMUD will initiate a process to receive the files from PG&E

#### File Availability

- File availability is defined as generated and available on shared storage within 3 business days of schedule, except for files that were expected to be received on a daily cadence per their schedule
- No action taken for files generated within 3 days of schedule
- PG&E issues not resolved with 7 days to be escalated with PG&E, except for files that are expected to be received on a daily cadence per their schedule

#### Missing, Incomplete or Corrupted Files

- Files to be regenerated within 5 business days from discovery
- Issues not resolved through regeneration to be investigated, resolved and re-generated with 10 business days
- Ava to monitor for corrupted files
- SMUD to monitor for missing files
- Ava and SMUD to monitor for incomplete data

#### Call Center

- Operating hours of 9:00AM to 5:00PM Pacific Time, Monday through Friday, excluding Ava and PG&E holidays.
- During enrollment periods, 60 days before the first enrollment day, and 60 days after the last enrollment day, the call center may operate from 8:00AM to 6:00PM Pacific Time, Monday through Friday, excluding Ava and PG&E holidays.
- 60 second average speed of answer with an abandon rate of no greater than 4% during non-enrollment periods
- SMUD CSRs respond to 100% of Ava Customer Inquiries
- 100% of voicemail messages answered within one (1) business day.
- 100% of emails receive an immediate automated acknowledgement.
  - 95% of emails receive a customized response within one (1) business day.
  - 100% of emails receive a customized response within three (3) business days.
- 100% of chats receive a customized response within three (3) business days.



## Appendix B – Work Products

Work Product	Fee to Deliver	Storage Duration	Latest Delivery Date
All PG&E source files, as specified in 1.4.4.1 Data Feeds and Reporting table, posted to AWS as received by PG&E	None	12 months or termination of Task Order 32, whichever is less	Termination Date of Task Order 3
A log of all historical file transactions, including summary and exceptions	None	60 months total or termination of Task Order 3, whichever is less	30 Days after Termination Date of Task Order 3
Comprehensive extract of all Ava data stored in CRM, including but not limited to customer characteristics, customer transactions, customer usage, customer billing, customer exceptions, etc.	Maybe	18 months available in CRM for non-call center interaction record data; 18 months available in CRM for call center interaction record data; 42 months archived for a maximum of 60 months total or termination of Task Order 3, whichever is less	30 Days after Termination Date of Task Order 3
Provide latest enrollment form wireframes as screen-scrapped .jpg	None	N/A	Termination Date of Task Order 3
Current IVR Scripts (English and Spanish) via email	None	From date of Script approval until termination of Task Order 3	Termination Date of Task Order 3
Summary report documenting the methodology for calculating the Ava –related charges on the PG&E bill	None	N/A	Termination Date of Task Order 3
Transfer call center toll-free phone number to Ava (as legally possible and permissible by the Telecom company)	None	Same phone number from beginning of Program until termination of Task Order 3	Termination Date of Task Order 3 (as legally and technically possible)
Copy of up to 60 call recordings posted to AWS	None	12 months or termination of Task Order 3, whichever is less	60 Days after Termination Date of Task Order 3; can request up to 60 call recordings between Termination Date of Task Order 3 and 60 days after Termination Date
Archived excel exports from WREGIS, if performing QRE	None	None as exports are available to Ava through WREGIS	30 Days from date of export from WREGIS
Archived exports of submitted SQMD data from Settlecore to AWS	None	From Program inception until termination of Task Order 3	30 Days from the submittal date of the last trade date that SMUD is responsible for submitting to the CAISO
Archived historical call center and billing operations reports posted to AWS	None	3 months or until termination of Task Order 3, whichever is less	Termination Date of Task Order 3

A fee may apply if the Work Product is required in any other format than the source format or where additional data manipulation is requested. Archived data can be retrieved and produced by SMUD within 10 business days upon request from Ava.

For Work Products that represent a significant amount of data, SMUD may provide periodic data dump transfers to Ava, and Ava will be responsible for the ongoing storage of that data.

The Work Product will continue to be SMUD's obligation for data going forward from the time of last data dump transfer.

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**Appendix C – SMUD Intellectual Property**

**SMUD Confidential Information**

For avoidance of doubt, the following are considered SMUD Intellectual Property, and will be treated in accordance with the terms described in the MSA.

**Intellectual Property**

- DMS architecture, configuration and processes
- CIS/CRM architecture, configuration and processes
- Web architecture, methodology, and enrollment forms configuration and processes
- IVR architecture, methodology, and configuration and processes
- Billing System architecture, methodology and configuration and processes
- File Processing System architecture, methodology, and configuration and processes
- SQMD System architecture, methodology, and configuration and processes
- Data Policy
- Training Materials
- IVR recordings
- SMUD-created IVR scripts
- Report methodology, processes, and documentation

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# Agreement with SMUD for Contact Center and Data Management Services, 2025-2026

Board of Directors  
November 20, 2024



## Summary

- Sacramento Municipal Utility District (SMUD) provides Customer Care and Data Management Services (CCDMS) to Ava
  - The current contract ends on December 31, 2024
  - Staff seeks feedback on a new, two-year agreement



## Services Provided

### Billing Operations

- Ingest billing determinants from PG&E
- Send bill-ready billing information to PG&E
- Apply payments to customer accounts

### Data Management

- Data feed conduit between PG&E and Ava
- Develop and share customer characteristic reports
- Ingest and share interval data feeds

### Call Center

- Respond to customer inquiries via chat, email, and phone
- Manage customer enrollment via web forms and IVR service
- Continue to update knowledge base with information about Ava programs



## Contract Updates: Fee

- Ava has worked with SMUD since 2018, when Ava first started to serve customers. The contract has been priced at a monthly, per meter rate with additional fees for new programs or enhancements.
  - The proposed new agreement sets the per meter cost at \$1.10 per meter, per month
  
- While this 10% increase in per-meter price is a significant jump, Ava has seen a flat rate since 2022.
  - If inflation had been applied to the \$1.00 per meter price starting in 2022, the 2025 price would have been at \$1.16 per meter, an additional 5.5% higher than the 2025 rate proposed in this agreement.

	Meters	Annual
2025	700,500	\$9.1M
2026	818,600	\$10.85M

	Inflation Adjusted Rate	CPI Adjustment
2022	\$ 1.00	8%
2023	\$ 1.08	4%
2024	\$ 1.12	3%
2025	\$ 1.16	



## Contract Updates: Enhancements

Item	Current	2025-2026
Enrollment of new communities	n/a	Stockton, Lathrop and unincorporated San Joaquin County included
Rate changes	Included: up to six rate changes due to PCIA or generation rate changes.	Included: as many rate changes as needed for PCIA or generation rate changes.
Real Time Pricing, when out of pilot	n/a	Real Time Pricing: on Ava bill, matching PG&E framework
Net Energy Metering (NEM) and Solar Billing Plan (SBP)	Annual fees for webform for monthly/annual selection, fees to upgrade billing for SBP	Inclusive of SBP, webform adjustments
Billing error liability	Not applicable below \$14,000	Threshold changed to \$10,000
Common enhancements and updates	Priced uniquely by request	Scheduled pricing, set at current rates





## Financial Consideration: Term Length

- The current three-year agreement resulted from a public Request for Proposals (RFP) process in 2021; Ava's current procurement policy allows for a five-year term before issuing a new RFP.
- The proposed two-year agreement does not require Ava to deviate from our standard purchasing protocol and provides flexibility.
  - As a collaborative vendor who values our business, SMUD has added a \$1 million credit to a future contract, should Ava sign a three-year agreement starting January 1, 2027.



## Special Consideration: Customer Service Representatives

- Customer Care is one of the major components of the agreement
  - Response to phone calls, online chat and emails
- SMUD credentials and benefits
  - SMUD ranked second in a J.D. Power 2022 Electric Utility Residential Customer Satisfaction Survey based on their overall performance,
    - Award-winning trainers
    - 8-year average tenure in the unionized call center
  - 100% of all calls are recorded and are available for Ava review
  - All interactions are linked to the billing system, which both SMUD and Ava can access for reporting, quality control, and review.

Ava is launching to Stockton and Lathrop in 2025, and potentially to San Joaquin County in 2026; it is important that we not disrupt the first, and potentially only, touchpoint a customer has with Ava.



## Example Customer Compliments

I was pretty upset getting a big bill from Ava on this month's PG&E bill and then Adrian talked me through on the phone today around 2:30pm and I feel totally fine about it now. Anyway, I really appreciate him walking me through everything - he did great. - D

I just got off the phone with Gary who did a great job explaining why my PG&E bill had charges coming from PG&E as well as Ava Energy for electricity. Gary... was pleasant, concise and explained complicated billing details in plain language. I so rarely have a productive and pleasant interaction with companies, so I wanted to make sure that I highlighted this as a real positive experience with Gary. Thanks, J & C

I just received outstanding service from Adrian! I want to commend him for his knowledge, customer service and patience! I truly believe he is a great asset to your company, and I just wanted him to be recognized. Kudos for having a great person such as Adrian work for your company, I received amazing customer service today! And I am grateful! - K

He understood exactly what I was asking about and went above and beyond to make sure that I got answers to my questions...super patient and clear when it came to showing me...the website. He said that he would call me back the next day, and he did! The voicemail he left was extremely clear and provided me the answer I needed...Ava Energy is lucky to have a person like Eric on the team. I have high standards, and he definitely exceeded them. Thanks, C



## CSRs: Local Representatives

- SMUD annually posts a CSR job recruitment for their award-winning, unionized call center.
- Since 2022, Ava has partnered with SMUD to recruit new hires from within Ava's service territory
  - 84 applications have come from within Ava's service area
  - As of October 2024, two new hires to the SMUD CSR team are from Stockton.
- November 2024 recruitment event netted over 100 applicants from within a current, or future, Ava territory



**Ava Community Energy**  
Just now

🔔 Job Alert! 🔔 Sacramento Municipal Utility District (**SMUD**) is hiring for a Customer Services 1 position in their Sacramento office (with future flexibility)! SMUD provides call center services for Ava and is an essential part of our customer support team.

Applications open Monday, Nov. 4 at 8 a.m. Only the first 3,000 applicants will be accepted, which SMUD is expecting to reach on the first day.

Qualified applicants must have a high school diploma or equivalent and should be able to demonstrate 1 year of customer facing experience or equivalent training/education. Applicants should set up a career profile in advance at Careers at SMUD (<https://ow.ly/Cxrn50TYe4Y>) and apply as soon as possible on Nov. 4 at 8 a.m.

Qualified applicants will be invited to an online examination, tentatively scheduled for the week of Nov. 18.

**Join our team**

**Customer Service Representative I**

Powering forward. Together. 



## Plans for CCDMS Services

- Staff will assess the state of the market and develop a strategy for 2027 and beyond
  - Ava-built solutions versus vendors and partnerships
  - Call center services and customer experiences



## Subcommittee Recommendation and Next Steps

- The Executive Committee recommends that the Board of Directors approve the contract extension with SMUD for CCDMS.
- Following approval, the CEO will have authorization to enter into the agreement for services provided January 1, 2025 – December 31, 2026
- Staff to develop plans for services starting in 2027



# Thank you!



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Community Energy

