



DATA SHARING AND PROTECTION AGREEMENT

This **Data Sharing and Protection Agreement** (the “Agreement”) is entered into by and between the Maine Department of Health and Human Services (the “Department”) and [Utility Legal Name] (the “Utility”) (collectively, the “Parties”) and is effective as of _____ (the “Effective Date”).

WHEREAS, the Department maintains consumer-identifiable information protected by state and federal confidentiality requirements (“Protected Information”);

WHEREAS, the Department administers means-tested public assistance programs and operates the SupportLink Program pursuant to 22 M.R.S. § 3110 and 10-144 C.M.R. Ch. 303;

WHEREAS, the Utility administers or participates in Maine Public Utilities Commission-approved utility affordability programs, including the Low-Income Assistance Program (LIAP), and requires limited eligibility-related information to enroll qualified customers;

WHEREAS, the Department is authorized to disclose limited Protected Information for eligibility and referral purposes consistent with applicable law;

WHEREAS, the Utility requires access to such limited Protected Information solely for purposes of identifying and enrolling eligible customers in LIAP and related programs;

WHEREAS, this Agreement is executed pursuant to the Memorandum of Understanding between the Department and the Maine Public Utilities Commission dated _____;

NOW, THEREFORE, the Parties, in consideration of the mutual promises and obligations set forth herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound, agree as follows:

- 1. Access to Data.** The Department shall provide the Utility with access to Protected Information as set forth in this Agreement and Attachment A (Data Elements and Exchange Specifications). The Utility agrees that it will request and receive only the minimum Protected Information necessary to accomplish eligibility determination and enrollment functions for LIAP and, with written approval from the Department, related programs.

2. Authorized Parties. The Utility, which includes those authorized persons under the Utility's direct supervision, may receive, access, and use any part of the authorized elements of Protected Information for which permission has been granted, consistent with the terms of this Agreement.

3. Conditions of Use. The Utility agrees:

- a. To maintain the confidentiality and security of Protected Information in accordance with all applicable federal and state laws, including but not limited to 22 M.R.S. § 3110 and applicable Department rules.
- b. Not to use, disclose, access, or transmit Protected Information except:
 - For determining eligibility for LIAP or related approved affordability programs
 - For enrolling or maintaining enrollment of eligible customers
- c. Incident Reporting. To report to the Department without undue delay, and in any event within twenty-four (24) hours after becoming aware, or, if such awareness occurs outside of normal business hours, by the next business day, any confirmed or reasonably suspected privacy or security incident involving unauthorized access, use or disclosure of the Protected Information not provided for by this Agreement. Such incident report will be made to the Department's designated Privacy Officer and include all known relevant details.
- d. To cooperate with the Department in its investigation and any breach reporting and notification of individuals resulting from unauthorized access, use or disclosure of Protected Information. To the extent that a breach of Protected Information is caused by the Utility or one of its subcontractors or agents, the Utility agrees to pay the cost of notification, as well as any financial costs, fees and/or penalties incurred by the Department to the extent directly resulting from such breach.
- e. To ensure that any subcontractors agree, at minimum, to the same restrictions and conditions that apply to the Utility under this Agreement. For the avoidance of doubt, the Utility may disclose Protected Information to its employees, agents, and subcontractors who have a need to know for the permitted purposes, provided that such parties are bound by written obligations no less restrictive than those set forth in this Agreement. The Utility shall remain responsible for its subcontractors' compliance with this Agreement.
- f. Promptly following the end of the permitted use, destroy all copies of the Protected Information and certify such destruction; or, if the Utility represents and the Department agrees that destruction is not feasible, or to the extent retention is required by applicable law or audit requirements, extend the protections of this Agreement to such Protected Information for so long as it is retained.

4. Reliance. The Utility acknowledges and agrees that the Department has relied upon the promises and covenants made in this Agreement in disclosing or permitting access to the Protected Information hereunder.

- 5. Sanctions for Improper Use, Access or Disclosure.** In the event the Department becomes aware of any unreported use, disclosure or access to the Protected Information or any part of it that is not authorized under this Agreement or required by applicable law, the Department may (i) promptly terminate this Agreement and/or (ii) disqualify (in whole or in part) the Utility and their Authorized Parties from receiving Protected Information in the future. The Parties agree that further sanctions may apply under state and/or federal law.
- 6. Term and Termination, Dispute Resolution.** Except as provided in Section 6, this Agreement shall be in effect upon execution by all Parties and shall continue for three (3) years. Any Party may terminate its own participation under this Agreement upon 60 days' written notice to the other Party. Prior to terminating its own participation under the Agreement, any Party may request an informal discussion from the other Party in an effort to resolve disputes or concerns arising under this Agreement.
- 7. Construction and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Maine. Each of the Parties hereto submits to the exclusive jurisdiction of the state and/or federal courts located within the State of Maine for any suit, hearing or other legal proceeding related to this matter.
- 8. No Assignment.** This Agreement may not be assigned by Recipient or any Authorized Party without the prior written consent of the Department.
- 9. Entire Agreement.** This Agreement, including Attachment A, constitutes the entire agreement between the Parties regarding data sharing and supersedes prior agreements on this subject.

WHEREFORE, the Parties, through their authorized representatives, hereby accept and agree to the terms and conditions herein.

MAINE DEPARTMENT OF HEALTH

The Utility

By: _____

By _____

Name (Printed): _____

Name (Printed): _____

Title: _____

Title: _____

Address: _____

Address: _____

Date: _____

Date: _____

Attachment A: Data Elements and Exchange Specification

1. Utility Data Elements (to Department)

The Utility shall provide the following data elements to the Department for purposes of customer matching, as available:

- Customer Name (First, Last, Middle Initial)
- Service Address
- Mailing Address (if different)
- Date of Birth
- Client telephone
- Client email
- Social security number

2. Department Data Elements (to Utility)

Following the matching process, the Department shall provide only the minimum necessary data elements required for LIAP program eligibility and enrollment:

- Income level or categorical income tier necessary for LIAP qualification

3. Matching Methodology

Primary Match (if available):

- Social Security Number

Secondary Match:

- Name + Date of Birth
- Name + Address

The Parties shall apply mutually agreed-upon matching logic and thresholds designed to minimize false positives and ensure accurate identification of eligible individuals.

4. Transmission Method

- Secure file transfer (e.g., SFTP or API)
- Encryption in transit and at rest consistent with industry standards

5. Frequency and Method of Exchange

a. Quarterly Batch Exchange

The Utility shall provide a quarterly customer file to the Department for matching purposes commencing on October 1, 2026.

The Department shall return a corresponding dataset identifying customers who:

- Have an active status in at least one Department-administered program; and
- Have not opted out of the SupportLink Program

The specific timing, format, and transmission schedule shall be mutually agreed upon by the Parties.

b. Ad Hoc Requests

In addition to the quarterly batch exchange, the Utility may submit individual, case-specific requests to the Department for eligibility verification. A manual verification request should only

be submitted when a utility company representative receives an inquiry from a customer and eligibility cannot be confirmed through the SupportLink batch process.

Request Submission

1. The Utility will email the general inbox of ClientSupport.OFI@maine.gov with the subject line: *Utility Discount Verification Request*.
2. Include the following information in the body of the email:
 - Utility company name
 - Customer's first and last name (and middle initial, if available)
 - Date of birth
 - Current residential address

OFI Response - OFI will review the request and respond within two business days with one of the following:

1. The individual is eligible for a utility discount based on OFI records.
2. OFI is unable to release eligibility information.
3. A request for additional information.

Customers can update their information-sharing preferences through My Maine Connection or contact the Department for assistance if needed. Once preferences have been updated, a new verification request may be submitted, and the Department could share the information.

6. Data Minimization

Only the minimum data necessary to determine eligibility for LIAP or related affordability programs shall be exchanged in both batch and ad hoc processes.