

PUBLIC UTILITIES COMMISSION
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Brian K. Cherry
Vice President, Regulatory Relations
Pacific Gas and Electric Company
77 Beale St., Mail Code B10C
P.O. Box 770000
San Francisco, CA 94177

August 21, 2014

Re: PG&E's interaction with the California Public Utilities Commission's (CPUC) contractor and its subcontractors in the CPUC pilot program entitled Community Help and Awareness of Natural Gas and Electricity Services (CHANGES).

Dear Mr. Cherry:

It has come to my attention that Pacific Gas and Electric (PG&E) may have changed its process for providing data and interacting with the contractor that the California Public Utilities Commission (CPUC) has designated as its agent to manage the CPUC's pilot program, referred to as Community Help and Awareness of Natural Gas and Electricity Services (CHANGES). The CHANGES Pilot Program launched in February 2011 and began providing energy-related (electric and natural gas) education, resolution of needs and disputes, and outreach services for limited-English proficient (LEP) consumers in their preferred languages through an existing statewide network of community based organizations (CBOs). PG&E has apparently also changed the same process for subcontractors, including CBOs that provide CHANGES services to consumers. As a direct result of this change, CHANGES CBOs are prevented from their practice of directly advocating for and assisting CHANGES clients who are PG&E customers. The CBOs work with clients, including PG&E customers, attempting to stop imminent disconnections, negotiate payment plans and/or handle other immediate customer issues. PG&E is apparently refusing to permit the CHANGES program representatives from negotiating on behalf of PG&E customers in instances when both the customer and the CBO representative are on the phone and when that customer has verbally authorized the CBO to act as the customer's agent. In addition, when an authorization form is provided to PG&E by the customer, PG&E is requiring two business days to process the form, which means that the customer cannot seek assistance from the CBO when imminent and urgent issues arise.

PG&E asserts that the change is required by the CPUC privacy rules requiring confidential treatment of customer data promulgated in Rulemaking 08-12-009. I understand that PG&E bases its argument in part on its belief that the CHANGES contractor and subcontractors are PG&E contractors. However, PG&E's view is incorrect, as PG&E's contract with the CHANGES contractor is merely to enable PG&E to provide payment for the invoices rendered. The CHANGES pilot is a CPUC program and the CPUC has designated its Consumer Service and Information Division (CSID) to run the program since its inception.

Resolution CSID-004, approved by the CPUC on November 19, 2010, created the CHANGES pilot program, and

directed that the CPUC CSID take the lead in developing and implementing the pilot. The CPUC approved Decision 14-08-030 on August 14, 2014, which extends the pilot and retains the same reporting arrangement for CHANGES as has been in existence since its inception, while it is being evaluated by CSID.

When the pilot initially started, PG&E (at its own request) paid its share of program costs through a grant process. When the CPUC issued its proposed decision (ultimately adopted as Decision 12-12-011), to continue the pilot while adding more tracking and evaluation measures, PG&E requested that its funding method be changed to a monthly invoice system, consistent with the other utilities. That is the only change in the contractual arrangement since the inception of the program. This change does not support a change in PG&E's treatment of the CHANGES contractor and subcontractors.

PG&E is therefore directed to resume the prior arrangement it had with the CHANGES contractor and its subcontractors. That is, CHANGES CBOs are permitted to negotiate directly with PG&E's customer service staff on behalf of the customers who have turned to the CBOs for assistance, regardless of whether a signed authorization form is on file, if the customer verbally authorizes such communication. That includes conversation between the CBO and PG&E with the customer present when the customer verbally authorizes the CBO to act as its agent. Indeed, PG&E has already acknowledged that verbal authorization is appropriate. In your June 26, 2014 letter, you stated:

“In fact, PG&E's customer service policies allow such third parties, such as Community Based Organizations (CBO) representing low-income customers, to obtain access to customer energy usage and billing information by telephone while the customers are present and confirm the third party's authorization to represent them. The prior written authorization for third party access to customer energy usage information that normally is required by the CPUC privacy rules is not required in this situation, because the customer is on the telephone and receiving the same information as the third party.”

Also, when the customer is not present, the CBO is permitted to act as the customer's agent in all matters related to the bill or service, provided that the customer has signed a consent form.

The correction of PG&E's process shall be implemented immediately.

Sincerely,

Paul Clanon
Executive Director

cc: Commissioner Catherine J. K. Sandoval
CSID Director Loreen McMahon
Commissioner Chief of Staff Ditas Katague
Commissioner Advisor Amy Baker
CPUC Public Advisor Karen Miller
CHANGES Project Manager Kyle DeVine