

**VENDOR (BENEFIT CHECK/VOUCHER) AGREEMENT
FOR PARTICIPATION IN THE
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM
BETWEEN**

(Printed or typed name of energy vendor/supplier or Public Housing Authority)

Type of Energy Provided

- Electricity
- Natural Gas
- Wood
- Propane (LP Gas)
- Public Housing Authority
- Other: _____

AND

(Printed or typed name of Local LIHEAP Agency)

THIS AGREEMENT, by and between the:

(Printed or typed name of Energy vendor/supplier or Public Housing Authority)

hereinafter referred to as the Home Energy Supplier or *lower tier participant*, and the

(Printed or typed name of Local LIHEAP Agency)

Reviewed 9/1/2022

hereinafter referred to as the Local LIHEAP Agency (LLA), in consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this agreement according to the provisions set out herein:

A. The Home Energy Supplier agrees to the following conditions and terms:

- 1.** To participate in the Low Income Home Energy Assistance Program (LIHEAP) in accordance with the approved LIHEAP State Plan and Federal regulations.
- 2.** To accept benefit checks and vouchers on behalf of eligible households for the purpose of providing LIHEAP services for clients identified to receive such benefits.
- 3.** To apply benefit check or voucher amounts to the energy accounts of eligible and certified households.
- 4.** To not discriminate against the eligible customers in offering deferred payment or level payment plans or in the other conditions of sale, credit, or price to the customer.
- 5.** To record the LIHEAP payments to the Home Energy Supplier's books as a credit to the LIHEAP households' current active energy account.
- 6.** To refund upon receipt any LIHEAP credit balances to the LIHEAP agency who made the payment on behalf of the customer, if the customer terminates their service.
- 7.** To provide, at no cost, the LIHEAP customers' energy consumption history for the previous twelve (12) months, or available history.
- 8.** To be responsible for compliance with the terms and provisions of this agreement and to understand that this agreement may be revoked by the LLA for noncompliance by the Home Energy Supplier.

9. To permit and cooperate with State and/or Federal investigations undertaken in connection with Section 2608, Title XXVI, Low Income Home Energy Assistance Act of 1981 as amended, concerning the use of funds received under this title in order to evaluate compliance with the provisions and assurances made by the State. Such investigations may require examination of appropriate books, documents, papers and records pertaining to customers served with funds under this program. Reasonable notice will be made to the Home Energy Supplier in advance of any investigation and the costs of conducting such an investigation will be borne by the Department.

B. The local LIHEAP agency agrees to the following conditions and terms:

1. To issue benefit checks and/or vouchers for assistance and provide payments on vouchers when they are properly signed and returned to the LLA. Payments for all non-home delivered fuel types will be made within 90 days from the date the LLA receives the voucher back from the vendor.
2. To provide guidance to the Home Energy Supplier during the implementation and operation of the Low Income Home Energy Assistance Program.
3. To maintain the right to monitor, evaluate and spot-check the Home Energy Supplier's operation and activities according to this agreement with respect to the clients served.
4. To submit applications subject to available funding to the Department for eligible households according to LIHEAP guidelines.

C. All parties agree to the following:

1. To comply fully with Titles VI and VII of the Civil Rights Act of 1964; and Section 504 of the Rehabilitation Act of 1973; and ensure that no person on the basis of handicap, race, color, religion, sex, age or national origin, will be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of the home energy supplier and the LLA. Such employment practices may include, but are not limited to, recruitment, recruitment advertising, hiring, layoff or termination, promotion, demotion, transfer, rate of pay, training and participation in upward mobility programs, or other forms of compensation and use of facilities. The home energy supplier and the LLA shall upon request show proof of such nondiscrimination, and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

2. Any party may terminate this agreement by giving a written fifteen (15) day notice.

3. The LLA may terminate this agreement with written notice if the Home Energy Supplier fails to comply with the terms and provisions of this agreement.

4. The beginning date of this agreement is October 1, 2022 and the ending date shall be _____. (Maximum term is 36 months.)

5. The execution of this agreement by the Home Energy Supplier to participate in the LIHEAP is not to be interpreted as a "waiver" of any right, term, or condition obtained by the Home Energy Supplier pursuant to customer service under an agreement outside of this agreement, except to the extent such right, term or condition is in conflict with the provision of the agreement or State or Federal law.

6. This agreement may be amended by written modification and/or additional terms, which are mutually acceptable to the parties.

D. Debarment, Suspension, and Other Responsibility Matters

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency.*
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.*

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

APPROVED:

Printed or typed name of HOME ENERGY SUPPLIER

ADDRESS

CITY

STATE

ZIP CODE

PHONE NUMBER

SIGNATURE OF DIRECTOR/BUSINESS MANAGER

DATE

Vendor DUNS Number

APPROVED:

Printed or typed name of LOCAL LIHEAP AGENCY

Signature of LLA Executive Director

DATE