VENDOR (BENEFIT CHECK/VOUCHER) AGREEMENT

FOR PARTICIPATION IN

THE LOW INCOME HOME ENERGY ASSISTANCE PROGRAM

BETWEEN

_____

(Printed Name of Energy Vendor/Supplier or Public Housing Authority ("Vendor"))

AND

_____

(Printed Name of Local LIHEAP Agency ("LIHEAP Agency"))

THIS AGREEMENT is by and between Vendor and LIHEAP Agency for the provision of energy to low-income households. 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. Type of Energy Provided.

☐ **Electricity**

☐ **Natural Gas**

☐ **Wood**

☐ **Propane (LP Gas)**

☐ **Public Housing Authority**

☐ **Other: _____**

B. **Responsibilities of the Vendor.** Vendor agrees:

1. **Program Participation.** To participate in the Low Income Home Energy Assistance Program (LIHEAP) in accordance with the approved LIHEAP State Plan and Federal regulations;

2. **Acceptance of Payments.** To accept benefit checks and vouchers on behalf of eligible households for the purpose of providing assistance in paying energy bills;

3. **Application of Benefits.** To apply benefit check or voucher amounts to the energy accounts of the appropriate eligible and certified household;

4. **Nondiscrimination.** To not discriminate against the eligible households in offering deferred payment or level payment plans or in the other conditions of sale, credit, or price to the household;

5. **Account Credits.** To record the LIHEAP payments in Vendor's books as a credit to the appropriate household's current active energy account;

6. **Refunds.**

   - If a credit would result in an overpayment of a household's account and the Vendor's internal policies do not allow for such a positive balance, the Vendor may provide only the specific amount of the overage directly to the household.

   - If a household's account becomes inactive prior to the Vendor's receipt of payment from the LIHEAP Agency, the Vendor must try to provide such funds directly to the household and, if the Vendor is unable to locate the household, the Vendor shall send the funds to the Tennessee Department of Treasury as unclaimed property;

7. **Energy Consumption History.** To provide, at no cost, a household's energy consumption history for the previous twelve (12) months or, if the Vendor does not retain the history for that long, whatever shorter period of history is available;

8. **Vendor's Responsibility to Comply with Agreement.** To be responsible for compliance with the terms and provisions of this Agreement and to understand that this Agreement may be revoked by the LIHEAP Agency for noncompliance by the Vendor; and

9. **Cooperation with Investigations.** 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 state and federal requirements.

   - Such investigations may require examination of appropriate books, documents, papers and records pertaining to households served with funds under this program.

   - Reasonable notice will be made to Vendor in advance of any investigation.

C. Responsibilities of the LIHEAP Agency. LIHEAP Agency agrees:

1. **Processing of Applications**. To process LIHEAP applications on behalf of eligible households, subject to the availability of funds. Applications will be processed and submitted for payment only when funding is available. If funds are exhausted, eligible applicants may be approved but placed on a waitlist until additional funding is allocated. Placement on the waitlist does not guarantee a benefit will be provided;

2. **Issuance of Payments.** To issue benefit payments and/or vouchers for assistance once the vouchers are signed and returned to the LIHEAP Agency. For all non-home delivered fuel types, LIHEAP Agency shall make payments within 90 days from the date the voucher is received from Vendor;

3. **Guidance and Support.** To provide guidance to Vendor during the implementation and operation of the LIHEAP Program; and

4. **Monitoring and Evaluation.** To monitor and conduct spot-checks of Vendor's operations and activities that are applicable to this Agreement in order to ensure compliance with the requirements hereunder and with all other LIHEAP Program requirements.

D. Other Terms and Conditions. Both parties agree to the following:

1. **Nondiscrimination.** To comply fully with Titles VI and VII of the Civil Rights Act of 1964; 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 Vendor or LIHEAP Agency. 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. Both parties shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

2. **Termination.**

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

   - LIHEAP Agency may terminate this agreement with written notice if Vendor fails to comply with the terms and provisions of this Agreement.

3. **Term of Agreement.** This Agreement will commence Month Day, Year, and terminate at 1:59 P.M. Central Time on Month Day, Year (the "Term").

4. **Amendment.** This Agreement may only be amended in writing with the mutual agreement of both parties.

D. Certification of Vendor.

Vendor certifies, by signing this Agreement, that neither it or any of its principals are currently ineligible to participate in this transaction according to any state or federal agency.

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

VENDOR:

_____
PRINTED NAME OF VENDOR

_____ _____
APPROVED BY DIRECTOR/BUSINESS MANAGER **DATE**

_____
ADDRESS

_____ _____ _____ _____
CITY **STATE** **ZIP CODE** **PHONE NUMBER**

_____
DUNS Number (If Applicable)

LIHEAP AGENCY:

_____

PRINTED NAME OF LIHEAP AGENCY

_____ _____

APPROVED BY EXECUTIVE DIRECTOR **DATE**