

DIVISION OF FAMILY AND CHILDREN SERVICES  
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM  
HOME ENERGY SUPPLIER AGREEMENT

1. **Legal Name of Home Energy Supplier:**
  
2. **List all Alias Names or Prior Business Names Used:**
  
3. **Vendor Number:**
  
4. **Mailing Address for Payments:**
  
5. **Physical Address:**
  
6. **Name of Contact Person:**

Telephone Number:

Email Address:

Fax:

7. **Home Energy Supplier, EIN or IRS Tax Number:**

EIN:

IRS:

8. **Type of Utilities/Fuel Dealer:**

|                | Yes | No |
|----------------|-----|----|
| Natural Gas:   |     |    |
| Electricity:   |     |    |
| Fuel Oil:      |     |    |
| Coal / Coke:   |     |    |
| LP/Bottle Gas: |     |    |
| Wood:          |     |    |

9. **Atlanta Gas Light/Southern Company Provider:**      Yes      No

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**HIGHLIGHT EACH COUNTY SERVED BY THIS COMPANY**

Yes    No    STATEWIDE (Check 'Yes' only if you serve the entire state.)

If 'Yes' is selected, please confirm that no other counties are selected.

If 'No' is selected, please confirm that you checked all the counties that you will be serving.

|                   |                |                |                |
|-------------------|----------------|----------------|----------------|
| 001 Appling       | 041 Dade       | 081 Jefferson  | 121 Richmond   |
| 002 Atkinson      | 042 Dawson     | 082 Jenkins    | 122 Rockdale   |
| 003 Bacon         | 043 Decatur    | 083 Johnson    | 123 Schley     |
| 004 Baker         | 044 DeKalb     | 084 Jones      | 124 Screven    |
| 005 Baldwin       | 045 Dodge      | 085 Lamar      | 125 Seminole   |
| 006 Banks         | 046 Dooley     | 086 Lanier     | 126 Spalding   |
| 007 Barrow        | 047 Dougherty  | 087 Laurens    | 127 Stephens   |
| 008 Bartow        | 048 Douglas    | 088 Lee        | 128 Stewart    |
| 009 Ben Hill      | 049 Early      | 089 Liberty    | 129 Sumter     |
| 010 Berrien       | 050 Echols     | 090 Lincoln    | 130 Talbot     |
| 011 Bibb          | 051 Effingham  | 091 Long       | 131 Taliaferro |
| 012 Bleckley      | 052 Elbert     | 092 Lowndes    | 132 Tattnall   |
| 013 Brantley      | 053 Emanuel    | 093 Lumpkin    | 133 Taylor     |
| 014 Brooks        | 054 Evans      | 094 Macon      | 134 Telfair    |
| 015 Bryan         | 055 Fannin     | 095 Madison    | 135 Terrell    |
| 016 Bulloch       | 056 Fayette    | 096 Marion     | 136 Thomas     |
| 017 Burke         | 057 Floyd      | 097 McDuffie   | 137 Tift       |
| 018 Butts         | 058 Forsyth    | 098 McIntosh   | 138 Toombs     |
| 019 Calhoun       | 059 Franklin   | 099 Meriwether | 139 Towns      |
| 020 Camden        | 060 Fulton     | 100 Miller     | 140 Treutlen   |
| 021 Candler       | 061 Gilmer     | 101 Mitchell   | 141 Troup      |
| 022 Carroll       | 062 Glascock   | 102 Monroe     | 142 Turner     |
| 023 Catoosa       | 063 Glynn      | 103 Montgomery | 143 Twiggs     |
| 024 Charlton      | 064 Gordon     | 104 Morgan     | 144 Union      |
| 025 Chatham       | 065 Grady      | 105 Murray     | 145 Upson      |
| 026 Chattahoochee | 066 Greene     | 106 Muscogee   | 146 Walker     |
| 027 Chattooga     | 067 Gwinnett   | 107 Newton     | 147 Walton     |
| 028 Cherokee      | 068 Habersham  | 108 Oconee     | 148 Ware       |
| 029 Clarke        | 069 Hall       | 109 Oglethorpe | 149 Warren     |
| 030 Clay          | 070 Hancock    | 110 Paulding   | 150 Washington |
| 031 Clayton       | 071 Haralson   | 111 Peach      | 151 Wayne      |
| 032 Clinch        | 072 Harris     | 112 Pickens    | 152 Webster    |
| 033 Cobb          | 073 Hart       | 113 Pierce     | 153 Wheeler    |
| 034 Coffee        | 074 Heard      | 114 Pike       | 154 White      |
| 035 Colquitt      | 075 Henry      | 115 Polk       | 155 Whitfield  |
| 036 Columbia      | 076 Houston    | 116 Pulaski    | 156 Wilcox     |
| 037 Cook          | 077 Irwin      | 117 Putnam     | 157 Wilkes     |
| 038 Coweta        | 078 Jackson    | 118 Quitman    | 158 Wilkinson  |
| 039 Crawford      | 079 Jasper     | 119 Rabun      | 159 Worth      |
| 040 Crisp         | 080 Jeff Davis | 120 Randolph   |                |

Failure to identify all counties served may result in the issuance of a payment to the applicant.

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In order to participate in the State of Georgia Low Income Home Energy Assistance Program (LIHEAP), \_\_\_\_\_ hereby agrees:  
(Name of Home Energy Supplier)

1. To charge the eligible household, in the normal billing process, the difference between the actual cost of home energy and the amount of payment made by the Community Action Agency administering the LIHEAP Program (LIHEAP Statute 2605(b)(7));
2. That any agreement entered into between a Home Energy Supplier and an eligible household receiving assistance under LIHEAP will contain provisions to assure that no eligible household will be treated adversely, because of such assistance, under applicable provisions of State law or public requirements (LIHEAP Statute 2605(b)(7));
3. Not to discriminate, either in the cost of the goods supplied or the service provided, against a eligible household on whose behalf payments are made (LIHEAP Statute 2605(b)(7)).
4. That the entire LIHEAP payment will be credited to the current eligible household account for which the application has been made 10 (ten) business days upon receipt of the payment, regardless of whether the LIHEAP payment results in a credit balance on the account. The entire LIHEAP payment must be applied to the eligible household's actual fuel cost. Failure to comply will result in the suspension of direct payments to the home energy supplier.
  - In those instances where the Home Energy Supplier provides multiple utility services, the Home Energy Supplier will ensure that the LIHEAP payment is credited only toward the energy portion of the account and not applied to other services such as water, sewer, garbage, phone, etc. **Home Energy Suppliers must list the credited LIHEAP payment on the eligible household's bill, invoice or statement denoting that the bill has been paid.**
  - Payments may be used only for approved home heating products for the eligible households own use and not for any other non-heating related charges. The credit shall be no less than the full amount of the payment made by LIHEAP on behalf of each eligible household.
5. When notified that the household has been approved for a LIHEAP benefit via an official pledge or stop disconnection order by the Community Action Agency, the Home Energy Supplier must either establish service, restore service, prevent disconnection or deliver fuel. Prepaid or Pay-As-You-Go customers must be given a **twenty-one day** disconnection grace period whereby the Home Energy Supplier agrees to prevent disconnection and/or restore service at the time the Home Energy Supplier receives the pledge or stop disconnection order from the Community Action Agency.

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6. If the account is closed at the time the payment is received and the payment results in a credit balance, then a refund must be made (a) payable to the applicant (person applying for LIHEAP benefits) if the applicant has moved, or (b) payable to a surviving household member if the applicant is deceased. If a credit exists on the account and (a) the applicant has moved and cannot be located, or (b) the applicant is deceased and there are no surviving household members, then a refund should be made payable to the Community Action Agency that issued the payment. All refunds returned to the Community Action Agency must include the applicant's name, address, and the last four digits of the social security number for reference on the check or refund letter.
7. Upon notification by the Community Action Agency that the payment is a duplicate or was sent in error, the payment must be returned.
  - A refund check must be made payable to the Community Action Agency that issued the check. Do not return the entire check. Refund only the payment that was a duplicate or the payment that was sent in error.
  - The refund must be returned to the Community Action Agency within 10 business days of the notification from the Community Action Agency.
8. Upon notification from the customer (person receiving services from LIHEAP) or the Community Action Agency that a payment has been posted to the wrong account, the payment must be credited to the correct account within 5 business days.
9. The Home Energy Supplier shall provide, at no cost to LIHEAP or the customer, and within 30 calendar days from the State's request, a record of annual energy consumption in dollars and units of fuel/product, amount and cost of fuel used for LIHEAP households, payment frequency and history, disconnection information, and arrearage amounts or such other data as the state determines is reasonably necessary. If the customer has been a customer for less than 12 months, the Home Energy Supplier will provide LIHEAP with the requested data and include the number of months that the data supports. To provide data on actual costs and energy consumption (delivery) for eligible households receiving payment under LIHEAP upon receipt of a document from the Community Action Agency administering LIHEAP certifying that selected eligible households have provided a written authorization for the supplier to release such data;

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The Community Action Agency agrees to secure from each eligible household, as a part of their application for assistance, a written authorization for the release of information concerning the eligible household's account with the Home Energy Supplier. The Community Action Agency represents and warrants to the Home Energy Supplier that it has obtained an Authorization for Release of General and/or Confidential Information (a "Release") from account holders (or individuals authorized to act on behalf of such account holders) applying for assistance under LIHEAP, and that the Release authorizes any utility service provider, including the Home Energy Supplier, that participates in LIHEAP to provide to the Community Action Agency personal and/or confidential customer-specific information which may include, without limitation, utility account identification information such as names, addresses, social security numbers, and account numbers; utility account payment history and other account information such as account status, utility charges, payment history, past due amounts, pending deposits, current shut-off due dates or disconnection, current life support status (if applicable) payment arrangements, and history of energy assistance payments; general energy usage data such as energy consumption and amounts and costs of fuel used for up to twenty-four months (at no greater level of detail than monthly totals); and such other data as the Community Action Agency, and/or the State of Georgia determine is reasonably necessary. Accordingly, the Community Action Agency (1) shall notify the Home Energy Supplier if any applicant for benefits under LIHEAP at any time declines to authorize the Home Energy Supplier to disclose such information to the Community Action Agency or retracts or withdraws such authorization; (2) shall remove, redact, and destroy any information received from the Home Energy Supplier for which the Community Action Agency has not received a Release or for which such authorization has been retracted or withdrawn; and (3) hereby indemnifies the Home Energy Supplier from any and all losses, costs, damages or expenses incurred by the Home Energy Supplier (including, but not limited to, reasonable attorneys' fees actually incurred) resulting from any claim, cause of action, or enforcement action arising from any information provided to the Community Action Agency, and/or in connection with the Home Energy Supplier's participation in LIHEAP. This indemnity shall survive the expiration, cancellation, revocation, or termination of the Original Agreement, as amended herein.

Notwithstanding the foregoing, the Georgia Department of Human Services (DHS), and the Georgia Division of Family and Children Services do not indemnify and/or hold harmless neither the Home Energy Supplier nor the Community Action Agency. Further, all Party(ies) to this Agreement hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims

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Trust Fund), the Department of Administrative Services (DOAS), their officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, losses, costs, or expenses and attorneys' fees caused by, growing out of, or otherwise happening in connection with this Agreement due to any act or omission on the part of the Home Energy Supplier, its agents, employees, subcontractors, or others working at the direction of the Home Energy Supplier, or on the Home Energy supplier's behalf, due to the application or violation of any pertinent federal, state or local law, rule or regulation, or due to any breach of this Agreement by the Home Energy Provider (collectively, the "indemnity Claims").

This indemnification extends to the successors and assigns of the Home Energy Provider, and this indemnification and release survives the termination of this Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of the Home Energy Provider.

The Home Energy Provider shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against indemnitees. No settlement or compromise of any claim, loss or damage asserted against Indemnitees shall be binding upon Indemnitees unless expressly approved by the Indemnitees.

10. For the purpose of monitoring compliance with this agreement and LIHEAP program compliance, the Home Energy Supplier agrees to allow representatives of the Community Action Agency and the State access to all account information for the LIHEAP recipients.
11. That no person shall, on the basis of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any Program or activity funded in whole or part with funds made available under this subpart (LIHEAP Statute Section 2606 (a)) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1976 or with respect of an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such Program or activity.
12. To follow established home energy supplier policies and procedures with regard to notice of termination of service and negotiations for paying past due accounts.
13. To notify the State and the Community Action Agency any changes in the Home Energy Supplier's name, address, telephone number or program contact person within 10 business days of the change.

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14. To notify the State and the Community Action Agency of mergers and/or acquisitions and major system changes that affect account processing. Mergers and acquisitions may affect the Home Energy Supplier's policies and service areas. A new vendor agreement reflecting such policy and service area changes must be submitted to the division within 10 business days of the change.

Only one agreement is required from companies that have several branch offices.

**SIGNATURE PAGE**

**GEORGIA DEPARTMENT OF HUMAN SERVICES, DIVISION OF FAMILY AND  
CHILDREN SERVICES**

\_\_\_\_\_  
Matthew Krull, Deputy Commissioner of Operations

Date:

\_\_\_\_\_  
[Name of Energy Supplier]

\_\_\_\_\_  
[Name of signatory]

\_\_\_\_\_  
[Title]

Date:

Reviewer Initial

Date:

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**List of All Local Offices:**

1. **Home Energy Supplier Name:** \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

EIN or TAX Number: \_\_\_\_\_

2. **Home Energy Supplier Name:** \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

EIN or TAX Number: \_\_\_\_\_

3. **Home Energy Supplier Name:** \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

EIN or TAX Number: \_\_\_\_\_



4. **Home Energy Supplier Name:** \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

EIN or TAX Number: \_\_\_\_\_

5. **Home Energy Supplier Name:** \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

EIN or TAX Number: \_\_\_\_\_