

ATTACHMENT- VENDOR AGREEMENT FORM**Mississippi Department of Human Services (MDHS)
Division of Community Services (DCS)****Vendor Agreement
Low-Income Home Energy Assistance Program**

The Low-Income Home Energy Assistance Program (LIHEAP) provides assistance to eligible low-income households to pay home energy costs. Payments for assistance will be made by _____ on behalf of eligible households

LIHEAP Agency

to the LIHEAP Energy Vendor who provides the source of electricity or gas services. Checks or ACH deposit will be issued to the LIHEAP Energy Vendor with a list of eligible households attached to it.

This vendor agreement is between:

LIHEAP Agency:	Address, Phone Number and Email Address:
LIHEAP Energy Vendor Legal Name:	Address, Phone Number and Email Address:
Tax ID Number/EIN Number:	

Services provided and billed by LIHEAP Energy Vendor (Mark an "X"):

Electricity Fees _____ Natural Gas Fees _____
Propane Fees _____ Other Fees (please list) _____

Counties served by your company: _____

By signing this agreement and accepting payments on behalf of eligible households, the LIHEAP Energy Vendor assures:

- The account number is assigned to each household eligible for electric or gas assistance;
- That eligible households will be charged in a normal business process, the difference between the actual cost of electricity or gas services and the amount of payment made through this program;
- That eligible households will not be treated adversely or differently because of such assistance;
- That there will be no discrimination either in the cost of goods supplied or services provided, against the households on whose behalf payments are made;
- That the amount paid by LIHEAP agency will be credited to individual eligible household account indicated on the listing that accompanies the check or ACH deposit;
- Provide electricity or gas services to each eligible and approved residential household for which payment is provided under LIHEAP;
- Restore electricity or gas services upon payment for households that have been disconnected;
- To not refuse service or otherwise discriminate in the marketing and provision of service to any household because of race, religion, color, national origin, gender, familial status, source of income, level of income, disability, financial status or qualification for low-income services;

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- To not refuse service or otherwise discriminate in the marketing and provision of service to any household because of race, religion, color, national origin, gender, familial status, source of income, level of income, disability, financial status or qualification for low-income services;
- To not take any adverse action on a household account when an application for assistance is pending, until such time that eligibility for services is determined;
- To not interrupt services if a pledge was sent to LIHWAP Vendor and the LIHWAP agency is meeting the obligations under this agreement;
- That it will cooperate with DCS by providing requested information to DCS regarding annual water/wastewater usage and cost for LIHWAP households, if applicable;
- To provide at no cost to the LIHWAP Agency, household, or MDHS-DCS, written information on a household's home water/wastewater costs, bill payment history or arrearage history for no more than the previous 12 monthly billing periods; and
- To report any instance of fraud, waste, and abuse concerning customer (household), LIHWAP agency, employee, or LIHWAP vendor, please contact the MDHS Division of Program Integrity at 1-800-299-6905. The report may result in an investigation being conducted and/or permanent disqualification from participating in the LIHWAP.

The LIHWAP vendor agrees to handle payments in the following manner:

- Payments must be applied **ONLY to residential water/wastewater accounts** of the individuals listed, except if: (a) the account is in the name of the spouse who lives at the same address; (b) the account is in the name of a deceased spouse; or (c) verification is obtained from vendor or landlord stating that applicant is responsible for affected utility bill;
- Payments must not be applied to account balances that have previously been written off or paid with other funds;
- Provide written reconciliation and confirmation on a regular basis to LIHWAP agency that benefits have been credited appropriately to households and their services have been restored on a timely basis or disconnection status has been removed if applicable;
- Payments must **not** be applied to business accounts;
- Payment must be applied **only** for home water/wastewater services. The following payments are prohibited: repairs, garbage collections, fraudulent services, meter tampering and returned check fees;
- If a credit balance results from the payment to a household's account, the credit balance must be refunded to the LIHWAP agency within 60 days. **CASH REFUNDS TO THE HOUSEHOLD OR LIHWAP AGENCY ARE STRICTLY PROHIBITED;**
- Should a credit balance result on an account in which the account holder dies (and there are no other adults in household), or moves out of the LIHWAP Vendor's service area, any amount exceeding the balance owed the LIHWAP Vendor must be refunded to the LIHWAP Agency within 60 days;
- Refund any interest resulting from unused LIHWAP payment made on behalf of the household;
- All household accounts should be credited immediately, but no later than ten (10) days after receipt of check from LIHWAP agency. It is important that all branch offices of LIHWAP vendor are contacted to ensure that household accounts are credited in a timely manner;
- The LIHWAP Vendor agrees to provide at least one contact person and phone number to the LIHWAP Agency who will ensure that all accounts are credited and answer questions concerning water/wastewater disconnections and payments;
- Refunds must be identified with the year credit occurred, name, address, and account number of the recipient;
- Reconnection fees shall be waived, unless prohibited by city ordinance, and a listing be provided to LIHWAP agency on a monthly basis;
- Cooperate with any Federal, State, or local investigation, audit, or program review. The LIHWAP vendor will allow LIHWAP Agency representatives access to all books and records

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relating to LIHWAP households for the purpose of compliance verification with this Agreement;
and;

- Understand that failure to cooperate with any Federal, State, or local investigation, audit, or program review may result in the immediate disqualification from participation in the LIHWAP.

By signing this agreement and pledging payments of eligible households, the LIHWAP agency assures:

- To not provide pledges on behalf of households without having adequate funds to pay such pledge;
- Pledges will be made **only** on approved applications in the MDHS Virtual ROMA system;
- Payment will occur within twenty (20) business days after application has been approved; and
- Provide LIHWAP Vendor with a list of names, telephone numbers and email addresses of LIHWAP Agency staff designated to approve pledges on behalf of the agency.

The parties acknowledge that this Agreement and the services provided by the LIHWAP Vendor and the LIHWAP Agency are governed by and subject to the federal and state laws and regulations in accordance with the Low-Income Household Water Assistance Program supplemental terms and conditions.

The Mississippi Department of Human Services may terminate this agreement by written notice for failure of either party to comply with the provisions stated herein or when it is deemed to be in the best interest of the State, household, or to comply with applicable laws and regulations.

Signature of LIHWAP Agency Officer

Signature of LIHWAP Vendor Officer

Printed Name & Title

Printed Name & Title

Date

Date

09/27/21