



HEATING VENDOR PARTICIPATION AGREEMENT
DEPARTMENT OF HEALTH AND HUMAN SERVICES
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP)
SFN 61642 (12-2022)

<input type="checkbox"/> Enroll New Vendor		
<input type="checkbox"/> Change Vendor Information:	LIHEAP Vendor ID Number	Effective Date
<input type="checkbox"/> Recertify Vendor:	LIHEAP Vendor ID Number	

VENDOR INFORMATION

Name of Business (If no Business Name, indicate Individual Last Name, First Name) (Max is 30 spaces)			
Vendor Tax Identification Number (EIN or SSN)* Enter below: <input type="checkbox"/> EIN <input type="checkbox"/> SSN #		Business Telephone Number	
Physical Address	City	State	ZIP Code
Mailing Address (if different from physical address)	City	State	ZIP Code
Name of Contact Person for Business		Title	
Contact Telephone Number	Contact Email Address		

Furnace Vendor

Service(s) Provided (check all that apply)	
<input type="checkbox"/> Furnace Cleaning <input type="checkbox"/> Furnace Repairs <input type="checkbox"/> Furnace Replacement <input type="checkbox"/> Chimney Cleaning <input type="checkbox"/> Chimney Repair <input type="checkbox"/> Other Services (specify): _____	
Types of Furnaces Serviced (check all that apply)	
<input type="checkbox"/> Fuel Oil <input type="checkbox"/> Natural Gas <input type="checkbox"/> Propane <input type="checkbox"/> Electricity <input type="checkbox"/> Wood <input type="checkbox"/> Coal <input type="checkbox"/> Other Fuel (specify): _____	

Heating Vendor

Heat Types Provided (check all that apply)	
<input type="checkbox"/> Fuel Oil <input type="checkbox"/> Natural Gas <input type="checkbox"/> Propane <input type="checkbox"/> Electricity <input type="checkbox"/> Wood <input type="checkbox"/> Coal <input type="checkbox"/> Other Fuel (specify): _____	
Service(s) Provided (check all that apply)	
<input type="checkbox"/> Tank Rental <input type="checkbox"/> Setup/ hookup Costs <input type="checkbox"/> Connections or Reconnections <input type="checkbox"/> Other Services (specify): _____	

Landlord

<input type="checkbox"/>	Check this box if you are the landlord that pays the heating costs for our client and our client is responsible to pay the monthly heating bills per the rental agreement.
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Name of Business Owner or Authorized Representative (please print)	
Title	

<input type="checkbox"/> I understand that by checking the box and signing/typing my name that I declare under penalty of law, the information on this form is true.	
Signature of Business Owner or Authorized Representative	Date

* The Privacy Act of 1974 requires the following information be provided when individuals are requested to disclose their social security numbers. Disclosure of the social security number is requested for identification purposes. It will not be disclosed for any reason. Failure to provide social security number or EIN could affect participation in this program.

**Department of Health and Human Services
Low Income Home Energy Assistance Program (LIHEAP)
HEATING VENDOR PARTICIPATION AGREEMENT**

Below is the Statement of Conditions for participation in North Dakota's Low Income Home Energy Assistance Program (LIHEAP) in accordance with the Low Income Home Energy Assistance Act of 1981, as amended. This agreement is between the Department of Health and Human Services (DHHS) Low Income Home Energy Assistance Program and the energy supplier authorized under this agreement.

1. The purpose of this Agreement shall be to assist low income households (Eligible Customers) to offset the cost of home energy.
2. The heating vendor shall comply with the provisions of the North Dakota Human Rights Act, which prohibits discrimination on the basis of race, color, religion, sex, national origin, age, disability, or status with regard to marriage, or public assistance.
3. The heating vendor shall not adversely treat or discriminate against any eligible customer in regard to terms and conditions of sale, credit, delivery, or price because of program participation.
4. The use or disclosure of information concerning service applicants or recipients shall be restricted to purposes directly connected with the administration of the programs covered by this Agreement.
5. The heating vendor agrees to comply with applicable state law, or North Dakota Public Service Commission regulations, or both.
6. The heating vendor shall apply the energy assistance payments to an eligible customer's home energy costs only. Payments are to be applied when received and identified by a statement of remittance.
7. The heating vendor shall not charge the eligible customer any more than the difference between the actual cost of the fuel delivered (or service provided) and the payment amount received or expected from the State.
8. The heating vendor agrees to assist and cooperate with the Department of Health and Human Services (Department) in efforts to recover any duplicate, inappropriate, or incorrect energy assistance payments made to the vendor. See section 416-01-40-50 of the LIHEAP Heating Vendors Billing Procedures Manual for the process regarding overpayments and refunds.
9. The heating vendor shall retain all books, records, and other documents relevant to normal billing procedures for a period of three (3) years after the end of each heating season and upon reasonable notice to the heating vendor, a duly authorized representative of the Department shall have full access to said materials to audit, sample, or otherwise evaluate the LIHEAP program.
10. The heating vendor shall provide, at the Department's request, information on eligible customers' home energy costs, dwelling consumption data, delivery/meter read dates, annual billing amounts and payment history, or arrearage history.
11. The Department reserves the right to cancel this agreement by giving 15 days' notice to the heating vendor. The heating vendor may terminate the agreement immediately upon written or verbal notice to the Department.
12. The heating vendor agrees to comply with the procedures identified in the Heating Vendor's Billing Procedures Manual, which is available upon request (See contact information on the bottom of this page).
13. This Agreement shall remain in effect until terminated in writing except the Department may terminate this Agreement without notice if no service has been rendered by the heating vendor within two calendar years. In the event of termination by the Department, the Department's sole obligation shall be to pay for services provided prior to the effective date of termination. This Agreement may be terminated by either party without cause by giving 30 days' notice in writing to the other party.

The undersigned energy vendor agrees to comply with the above conditions as a participant in the LIHEAP program effective with the signature date of this Agreement and declares that to the best of his/her knowledge, the information given is true, correct, and complete.

☐ I understand that by checking the box and signing/typing my name that I declare under penalty of law, the information on this form is true.

Signature of Business Owner or Authorized Representative	Date
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Return this completed form (both sides) to the state office via US mail, email or fax (below).

Contact the LIHEAP state office for questions regarding this agreement, to report changes to the above information, or to request a current copy of the LIHEAP Heating Vendor Billing Procedures Manual.

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
ECONOMIC ASSISTANCE POLICY, LIHEAP
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