

**ENERGY ASSISTANCE PROGRAM
VENDOR AGREEMENT
For Universal and Non Universal Energy Charge Vendors**

Between the State of Nevada

Department of Health and Human Services
Division of Welfare and Supportive Services (DWSS)
ENERGY ASSISTANCE PROGRAM
1470 College Parkway
Carson City, Nevada 89706-7924
Phone: (775) 684-0552 Fax: (775) 684-0680

And

**Alamo Power District #3
Po Box 189
Alamo, NV 89001**

This agreement between the Energy Assistance Program (EAP) and the undersigned company (hereinafter called Company) is made pursuant to the Low Income Home Energy Assistance Program (LIHEAP) Act of 1981 (Title XXVI of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35), as amended. The Company will assist the Division of Welfare and Supportive Services (DWSS) in the administration of the EAP - by providing the services designated within this agreement.

THE COMPANY AGREES TO:

1. Implement policies and procedures established by the EAP for the payment, refund, and reconciliation of benefits, and ensure these policies and procedures are communicated to all appropriate Company employees.
2. Accept payment from the EAP on behalf of eligible clients and/or households and credit the accounts specified in the transmittal documents. If the client and/or household has an account that is different from the one specified in the transmittal document, and they have a new account number with the Company, the Company can transfer the EAP funds to the new account. The Company will send a monthly report by the 10th of the following month to the EAP containing the name of the account holder, whose account has been changed, with the new account number, and the account number in the transmittal document.
3. If a client's and/or household's account has been closed and they no longer have an account with the Company, return unused EAP benefits to the EAP within thirty (30) days of closure of the client's and/or household's account with the Company unless the EAP benefit was posted to the client's and/or household's account more than 12-months before the account closed; these funds would not be refunded to the EAP. Send all refunded amounts to:

Division of Welfare and Supportive Services
Attention: Fiscal - Energy Assistance Program
1470 College Parkway
Carson City, NV 89706

4. Provide specific customer account information necessary for determining client and/or applicant and/or household eligibility and benefits and provide a 12-month energy usage history for individual energy assistance clients and/or applicants and/or households upon request of the EAP.
5. For those EAP clients and/or applicants and/or households requesting assistance with past due charges owed to the Company, the Company must provide: 1) specific customer account (arrearage) information necessary to establish the debt, 2) the period of time the debt covers, 3) if the client and/or applicant and/or household paid toward that debt with non-public assistance benefits during a time period specified by EAP program staff, and 4) the amount of payment made with non-public assistance benefits during the specified time period. Specifically, eligibility for assistance with past due charges owed the Company requires the client and/or applicant and/or household to have made some payment toward the debt from their own funds. The EAP needs to ascertain the amount the client and/or applicant and/or household paid from their own funds before an arrearage assistance payment can be made.
6. Accept payment promises from EAP staff and provide the required client and/or applicant and/or household services in the monetary amount stipulated within 48 hours of the promise to pay.
7. Not charge EAP clients and/or applicants and/or households for any costs other than the difference between the actual charge for the energy supplied and the payment provided under the EAP.
8. Treat EAP clients and/or applicants and/or households the same as any other Company customer.
9. Not discriminate against EAP clients and/or applicants and/or households in either the usual and customary cost of goods supplied or the normal services provided.

THE ENERGY ASSISTANCE PROGRAM AGREES TO:

1. Review and process all energy assistance applications.
2. Notify the client and/or applicant and/or household, in writing, if the household is either: 1) eligible and the amount of the payment(s), to whom the payment(s) will be made, and the approximate payment date; or, 2) ineligible and the reason why.
3. Process benefit payments to the Company for credit to the accounts of eligible clients and/or applicants and/or households who list the Company as their vendor.
4. Accept and process refunds from the Company.
5. Maintain a record of the amounts awarded to eligible clients and/or applicants and/or households and payments made on their behalf.
6. Supply applications and informational materials, at no cost, to the Company.
7. Notify the Company of policies and procedures regarding the payment, refund, and reconciliation of benefits.

BOTH PARTIES MUTUALLY AGREE:

1. The Company is an independent contractor and all of the provisions of NRS 333.700 apply.
2. This agreement shall be in effect from July 1, 2021 through June 30, 2025. It is further understood and agreed either party to this agreement may terminate this agreement at any time by written notice sent by certified mail, return receipt requested, or delivered to the other party at least thirty (30) days prior to the effective date of termination.
3. Information/data provided to the EAP by the Company shall remain confidential except as specified in this paragraph. EAP shall use such information for a client and/or applicant and/or household for the purpose of establishing the eligibility of and/or the benefit of a client and/or applicant and/or household. EAP may share information/data provided by the Company with the Department of Business and Industry, Housing Division, for the purpose of targeting clients and/or applicants and/or households with high-energy consumption. Use of information/data provided by the Company to the EAP or Housing Division for any reason other than the purposes stated here is prohibited.

The Company shall not use or disclose any information provided by the EAP or the Housing Division concerning a client and/or applicant/ and/or household which is a recipient of EAP services under this agreement for any purpose other than energy assistance.

4. To permit authorized state and federal personnel to monitor and/or audit the activities, procedures, cases, and accounting records subject to this agreement, and develop corrective action plans to rectify any exceptions noted in monitoring and/or audit reports that result in noncompliance with this agreement or federal/state statutes and regulations.
5. All services rendered under this agreement shall be provided in compliance with the Federal Civil Rights Act of 1964, and the Americans with Disabilities Act, as amended, and no person shall be unlawfully denied service on the grounds of age, race, creed, color, sex, national origin, or handicap.
6. To indemnify and save and hold each other, their agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this agreement by the parties or the parties' agents or employees.

 5-12-2021

Signature Date

Ken D Maxwell

Printed Name

General Manager

Title

Alamo Power District No. 3

Company Name

06/08/2021

STEVE H. FISHER Date

Administrator,
Division of Welfare and Supportive Services

Approved by the State of NV
Deputy Attorney General on
November 12, 2019

Reviewed by DWSS Contract
Manager on November 08, 2019