

**VENDOR (BENEFIT CHECK/VOUCHER) AGREEMENT**  
**FOR PARTICIPATION IN**  
**THE LOW INCOME HOME ENERGY ASSISTANCE PROGRAM**  
**BETWEEN**

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

**AND**

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**(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.** Vendor agrees to the following conditions and terms:

- 1.** To participate in the Low Income Home Energy Assistance Program (LIHEAP) in accordance with the approved LIHEAP State Plan and Federal regulations.
- 2.** To accept benefit checks and vouchers on behalf of eligible households for the purpose of providing LIHEAP services.
- 3.** To apply benefit check or voucher amounts to the energy accounts of eligible and certified households.

4. 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. To record the LIHEAP payments in Vendor's books as a credit to the LIHEAP households' current active energy account.
6. To refund, upon receipt, any LIHEAP credit balances to the LIHEAP Agency who made the payment on behalf of the household.
7. To provide, at no cost, a household's energy consumption history for the previous twelve (12) months, or available history.
8. To be responsible for compliance with the terms and provisions of this Agreement and to understand that this Agreement may be revoked for noncompliance by Vendor.
9. 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 the provisions and assurances made by the State. Such investigations may require examination of appropriate books, documents, papers and records pertaining to customers served with funds under this program. Reasonable notice will be made to Vendor in advance of any investigation and the costs of conducting such an investigation will be born by the LIHEAP Agency.

**C. The LIHEAP Agency agrees to the following conditions and terms:**

1. To issue benefit checks and/or vouchers for assistance and provide payments on vouchers when they are properly signed and returned to the LIHEAP Agency. Payments for all non-home delivered fuel types will be made within 90 days from the date the voucher is received back from Vendor.
2. To provide guidance to Vendor during the implementation and operation of the LIHEAP Program.
3. To maintain the right to monitor, evaluate and spot-check the Vendor's operation and activities according to this agreement with respect to the clients served.
4. To submit applications subject to available funding to the LIHEAP Agency for eligible households according to LIHEAP guidelines.

**D. All parties agree to the following:**

1. 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. Either party may terminate this agreement by giving a written fifteen (15) day notice.
3. LIHEAP Agency may terminate this agreement with written notice if Vendor fails to comply with the terms and provisions of this agreement.
4. The beginning date of this agreement is \_\_\_\_\_, and the ending date shall be \_\_\_\_\_.
5. The execution of this Agreement by Vendor to participate in LIHEAP is not to be interpreted as a "waiver" of any right, term, or condition obtained by Vendor pursuant to customer service under an agreement outside of this agreement, except to the extent such right, term or condition is in conflict with the provision of the Agreement or State or Federal law.
6. This Agreement may only be amended by written modification and/or additional terms, which are mutually acceptable to the parties.

**D. Debarment, Suspension, and Other Responsibility Matters**

*(1) Vendor certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.*

*(2) Where Vendor is unable to certify to any of the statements in this certification, such shall attach an explanation to this proposal.*

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

**[SIGNATURE PAGES TO FOLLOW]**

**VENDOR:**

\_\_\_\_\_  
**PRINTED NAME OF VENDOR**

\_\_\_\_\_  
**SIGNATURE OF DIRECTOR/BUSINESS MANAGER**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**ADDRESS**

\_\_\_\_\_  
**CITY**

\_\_\_\_\_  
**STATE**

\_\_\_\_\_  
**ZIP CODE**

\_\_\_\_\_  
**PHONE NUMBER**

\_\_\_\_\_  
**DUNS Number (If Applicable)**

**LIHEAP AGENCY:**

\_\_\_\_\_  
**PRINTED NAME OF LIHEAP AGENCY**

\_\_\_\_\_  
**SIGNATURE OF EXECUTIVE DIRECTOR**

\_\_\_\_\_  
**DATE**