#### 1. Purpose

This Agreement ("Agreement") shall govern the purchase of energy assistance services from the Vendor on behalf of households eligible for energy assistance through the Virginia Energy Assistance Program (EAP), as herein described, and subject to the terms and conditions included below. This Agreement is a contract between the Virginia Department of Social Services (VDSS) and the Vendor for the provision of energy assistance services to be rendered by the Vendor to low-income energy assistance customers of local departments of social services (LDSS) who are eligible for energy assistance through the Virginia EAP.

In consideration for timely payments and authorizations that will be provided by the VDSS, for households found eligible for assistance through the Virginia EAP, the Vendor agrees to these terms and conditions. Nothing herein shall cause the Vendor or its agents and employees to be deemed employees or agents of the VDSS during the term of this Agreement. The VDSS will issue Internal Revenue Service (IRS) Form 1099 annually to report payments to the Vendor as required by the IRS.

The parties acknowledge that this Agreement and the services provided by the Vendor are governed by and subject to the federal and state laws and regulations in accordance with the Low-Income Home Energy Assistance Act of 1981 (Title XXVI of Public Law [P.L.] 97-35) as amended by Title VI of the Human Services Reauthorization Acts of 1984 (P.L. 98-558), of 1986 (P.L. 99-425), of 1990 (P.L. 101-501), 1994 (P.L. 103-205), and 1998 (P.L. 105-258); Title III of the Human Services Amendments of 1994 (P.L. 103-252); and Virginia Regulations 22 VAC 40-680 and 22 VAC 40-685.

#### 2. Term of Agreement

This Agreement shall be in effect from the date a completed, signed, and dated Agreement is received by the VDSS and will remain in effect through September 30, 2025. The Agreement shall not bind, nor purport to bind, the VDSS for any commitment in excess of the original Agreement period.

#### 3. Modifications of Agreement

The VDSS may issue written modifications to this Agreement, to include but not limited to, the scope of work, deliverables, and compensation. Any and all modifications to this Agreement shall be in writing.

#### 4. Termination of Agreement

This Agreement will terminate effective immediately upon determination by the VDSS that the Vendor is not in compliance with the terms of this Agreement. The Vendor will be notified within 10 days of the termination.

Either the VDSS or the Vendor may terminate this Agreement with or without cause and without cost by giving the other party at least 10 days written notice. Termination by either party shall not discharge any

obligation owed by either party to the other or to a household or any liability, which has accrued prior to termination.

A Vendor whose contract has been terminated, whether at the Vendor's request or for the convenience of the Commonwealth, must complete and submit a new Agreement to resume participation to September 30, 2021. If the Agreement was previously terminated by VDSS for cause, the Vendor will be required to provide evidence that any deficiencies have been corrected before a new Agreement may be entered into.

### 5. <u>VDSS Responsibilities</u>

The VDSS will:

- 5.1 Determine household eligibility for the three EAP components (Fuel Assistance, Crisis Assistance, and Cooling Assistance).
- 5.2 Provide authorization for approved deliveries and services.
- 5.3 Review bill(s) submitted by the Vendor. The VDSS will request additional documentation and/or clarification of charges as needed. No payment will be made without all required documentation/clarification of charges.
- 5.4 Provide payment to the Vendor after receipt of proper invoices and in accordance with the Virginia Prompt Pay Act for services rendered pursuant to this Agreement upon full compliance by the Vendor with the terms herein.
- 5.5 Comply with all relevant state and federal laws and regulation in its implementation of the EAP. The VDSS shall provide notice of any changes or amendments to policies or guidelines for the EAP. Such notice may be distributed by email.
- Agree that any information provided by the Vendor on the account of an eligible household shall be used solely for the purpose of administering the EAP.

#### 6. Vendor Responsibilities

The Vendor shall:

- 6.1 Provide the VDSS a copy of the Employer Identification Number document or Social Security card which was issued to the Vendor and which displays the number used by the IRS as the Vendor's tax identification number.
- 6.2 Notify the VDSS immediately when the tax identification number is changed. A new W-9 form will be completed and returned to the VDSS.

- 6.3 Notify the VDSS within 10 days when the name of the company, ownership of the company, contact/billing information, services to be provided, or service coverage area changes.
- 6.4 Notify the VDSS if the business owner is employed by the VDSS or a LDSS as well as if a member of his/her immediate family is employed by the VDSS or a LDSS. ("Immediate family" means either a spouse or any other person who resides in the same household as the owner and who is a dependent of the owner.)
  - The VDSS will evaluate the relationship to determine if there is a conflict of interest that will preclude the Vendor from providing EAP services to a designated locality(s). (Conflict of Interest is defined as a situation that has the potential to undermine the impartiality of a person in an official position because of the possibility of a clash between the person's self-interest and professional interest or public interest.)
- 6.5 Not serve as the vendor for a household in which s/he is a current recipient of assistance from the EAP. (For these purposes, current will be defined as during the present federal fiscal year.)
- 6.6 Not serve as the vendor for a dwelling/property that s/he owns.
- 6.7 Provide the VDSS/LDSS with at least one designated contact person who shall be available to respond by telephone and electronic mail to all reasonable inquiries regarding EAP household accounts, including but not limited to bills, payments, and services.
- 6.8 Possess all State required licenses for work being conducted.
- 6.9 Provide documentation that all required Department of Professional and Occupational Regulation (DPOR) licensures are current.
- 6.10 Notify the VDSS within 10 days when the licensure expires and/or is suspended, terminated, or revoked by DPOR.
- 6.11 Perform all work in a professional manner.
- 6.12 Install heating and cooling equipment in accordance with manufacturer's guidelines or industry standards, and secure a building or mechanical permit when required.
- 6.13 Be an independent contractor and not regarded as an agent or employee of the Commonwealth of Virginia or the Purchasing Agent. The Vendor is responsible for all its own insurance as well as federal, state, local, and social security taxes.
- 6.14 Agree, to the extent permitted by law, to indemnify, defend, and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, equipment or services of any kind or nature furnished by the Vendor,

provided that such liability is not attributed to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Vendor on the materials, goods, or equipment delivered.

- 6.15 Credit payments redirected to the IRS to the customer(s) account(s).
- 6.16 Not charge Virginia State sales tax for fuel or services. (Commonwealth of Virginia Sales and Use Tax Certificate of Exemption, Form ST-12, will be issued upon request.)
- 6.17 Maintain adequate records to assure billing is in accordance with the EAP billing instructions.
- 6.18 Cooperate with any Federal, State, or local investigation, audit, or program review. The Vendor shall allow VDSS representatives access to all books and records relating to EAP households for the purpose of compliance verification with this Agreement.
- 6.19 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 EAP.
- 6.20 Take corrective action in the time frame specified by the VDSS if violations of this Agreement are discovered. Corrective action may include, but is not limited to, providing detailed documentation of changes made and detailed plans for future changes that will bring the Vendor into compliance.
- 6.21 Understand that failure to implement corrective actions may result in the immediate disqualification from participation in the EAP.
- 6.22 Provide, at no cost to the VDSS or the household, data if requested by or on behalf of the VDSS. This data must include, but is not limited to, annual energy consumption (measured in units of product) and cost (measured in dollars), payment frequency, disconnection information, and arrearage amounts for a 12 month period. If the household has been served by the Vendor for less than the full 12 month period, the Vendor shall provide the VDSS with the requested data and notify the VDSS the number of months that the data supports.
  - The data must be provided within a time frame specified by the VDSS and must be provided in the format requested by the VDSS. The data must be provided to the VDSS (or an authorized agent for the VDSS) for the purposes of verification, research, evaluation, analysis, and reporting. The household's signed EAP application will authorize the Vendor to release this information to the VDSS.
- 6.23 Not make alterations to the credit authorization (including, but not limited to, changing the type of assistance designated on the credit authorization).
- 6.24 Not allow the household to change the assistance that is designated on the credit authorization. If the household wants to make any changes, the Vendor must return the credit authorization to

- the LDSS. Once a new credit authorization (or written approval from the EAP) has been provided, the Vendor can provide the approved assistance to the household.
- 6.25 Not exchange the household's credit authorization for cash or give any cash equivalent for excess credit.
- 6.26 Not discriminate against or adversely treat any eligible household in regard to terms and conditions of sale, credit, delivery, or service. EAP recipients shall be charged the price normally charged for the home energy services provided to a similarly situated, non-EAP household.
- 6.27 Provide a written price list to the VDSS for normal and customary services for home energy costs including but not limited to: leak seek and pressure tests; bleeding lines; tank setting; service deposits; reconnection fees; diagnostic fees; membership fees; minimum delivery requirements and costs; and emergency fuel and after hours delivery costs.
- 6.28 Notify the VDSS/LDSS if the Vendor has been approved to provide assistance to a relative prior to providing the service. (Note: the Vendor may be asked to return the credit authorization so another unrelated Vendor can provide the assistance to the household.)
- 6.29 Notify the LDSS of any household situation that threatens life, health, or safety.
- 6.30 Provide Fuel Assistance deliveries in accordance with Vendor's delivery schedule but not more than seven days after receipt of the initial authorization.
- 6.31 Provide Crisis Assistance deliveries/services within 48 hours of receipt of authorization, or within 18 hours of receipt of authorization if the household's situation is life-threatening. A crisis situation would be considered life-threatening if 1) the temperature is projected to be 32 degrees or less and 2) the household contains at least one vulnerable person (an individual who is under age 6, age 60 or older, or disabled).
  - The authorization for assistance must be a faxed or emailed "Notification of Eligibility for Crisis Assistance" form or a verbal authorization from the LDSS EAP staff member. The Vendor should not wait to receive the mailed credit authorization to perform the approved delivery/service. However, the credit authorization will be needed for billing purposes. The Vendor must notify the LDSS immediately if unable to meet the required Crisis Assistance time frames.
- 6.32 Verify that the household's fuel supply is at or below the maximum amount for the household to be eligible for Crisis Assistance <u>prior to</u> beginning to fill the household's fuel storage tank. For Crisis Assistance, the household's fuel supply must be
  - 25 gallons or less for oil/kerosene, or
  - 20% or less gauge reading for liquid propane/bottled gas.

If the household's tank contains more fuel than indicated above, the household will be responsible for any delivery and the Vendor can bill the program for a trip charge only.

- 6.33 Conduct a thorough visual inspection of the household's storage tanks and lines to ensure that they are in good condition before attempting to add fuel to that tank. If testing is required, the Vendor should contact the VDSS prior to completing the testing.
- 6.34 Ensure that all credit authorizations have been signed by the correct staff member. Unsigned credit authorizations will be returned to the Vendor. (Note: the staff member should sign his/her own name not the business name).
- 6.35 For equipment related services and fuel deliveries, ensure that Crisis Assistance and Cooling Assistance credit authorizations are also signed by a member of the household.
  - If the Vendor was unable to obtain a customer signature on the credit authorization at the time the assistance was provided, the Vendor can have the customer sign an invoice or a metered delivery ticket instead.
  - For oil/kerosene/gas deliveries, the truck driver should sign the delivery ticket if the customer is not home at the time of the delivery.
- 6.36 Allow Cooling Assistance self-pick-ups of fans and air conditioners within seven days of receipt of authorization.
- 6.37 Provide Cooling Assistance installations within seven days of receipt of authorization.
- 6.38 Not install an air conditioning unit if there is already a working unit in the home. The Vendor shall immediately return the credit authorization to the LDSS along with an explanation of why the unit was not installed. The Vendor shall advise the household to contact the LDSS with any questions/complaints about this situation.
- 6.39 Sell and install only new Underwriters Laboratories (UL) certified parts and equipment.
- 6.40 Not install unvented or portable heating equipment.
- 6.41 Provide a minimum warranty for all installations and repairs: 30 days for labor and one year for parts not covered by manufacturer's warranty. (Note: this is in addition to any manufacturer's warranty on a product.)
- 6.42 Only install products with a minimum manufacturer's warranty of two years for burner, heat exchanger/combustion system, firebox, and/or air conditioner compressor/sealed system, etc.
- 6.43 Provide the household with all original manuals for installed equipment, including operating instructions and suggested regular maintenance.

- 6.44 Remove and dispose of all materials considered to be waste, during the course of completion of all repairs and installations, in accordance with all applicable laws. This will include but is not limited to packaging materials, replaced components, and unused components.
- 6.45 Comply with all billing instructions (for example, providing itemized bills and metered delivery tickets as required) and guidelines provided by the VDSS for each EAP component.
- 6.46 Bill for deliveries made or service rendered up to amount displayed on the household's credit authorization. Any additional costs will be charged to the household as agreed upon by the Vendor and the household.
- 6.47 Bill for provided services as soon as possible but no later than 10 days after the end of the month in which services were provided. Note: For services provided during the last month of a component (either Fuel, Crisis, or Cooling), bills must be submitted before the end of the component.
- 6.48 Provide any additional documentation to verify charges within five days after it is requested by the VDSS/LDSS.
- 6.49 Contact the VDSS if the Vendor has not received payment from the EAP within 45 days following the submission of all required billing documentation.
- 6.50 Apply all EAP payments to customer accounts within 10 business days of receipt of payment.
- 6.51 Apply EAP payments to open accounts unless instructed, in writing, by the VDSS/LDSS to apply the payment to an old amount. Note: EAP payments may be used to pay past due and/or outstanding balances for customers whose accounts are currently open/active and the household is approved for EAP assistance.
- 6.52 Not apply EAP payments to an account balance that has already been written off and/or sent to collections by the Vendor.
- 6.53 Not apply EAP payments to commercial accounts. EAP payments should only be applied to residential accounts.
- 6.54 Clearly enter on the customer's bill the amount of EAP payments received in a manner which identifies the payments as received by the Virginia EAP.
- 6.55 Refund, by check, to the VDSS any overpayments or payments that are received in error. Refunds must be completed during the Federal Fiscal Year (FFY) in which the overpayment or error occurred and provided to the VDSS no later than 30 days after the end of that FFY. (FFY periods are October 1 September 30.)
  - Mail refunds to: VDSS

     Energy Assistance Program, PO Box 630, Richmond VA 23219-0630.

- Refund checks must be made payable to the Treasurer of Virginia.
- Refunds must include the following information: DSS Case Name; DSS EAP Case Number; Date of EAP Check; Reason for refund; Amount of refund.
- 6.56 Address any complaints from the household, the LDSS, or the VDSS.
- 6.57 Attempt to attend all training and workshops conducted by/for the EAP. Additionally, the EAP strongly recommends that the Vendor complete EAP related online courses in the Knowledge Center Global Learning Management System to become familiar with the EAP.

#### 7. General Conditions

- 7.1 AUTHORITIES: Nothing herein shall be construed as authority for either party to make commitments that will bind the other party beyond the scope of services contained herein.
- 7.2 DISCRIMINATION: The Vendor shall not discriminate against any household because of race, religion, color, sex, national origin, age, disability, political beliefs, sexual orientation, or any other basis prohibited by state law relating to discrimination.
- 7.3 CONFIDENTIALITY: The Vendor and the VDSS agree that any information and data obtained as to personal facts and circumstances related to households shall be collected and held confidential, during and following the term of this Agreement, and shall not be disclosed without the individual's and VDSS's written consent and only in accordance with federal law or the Code of Virginia. Vendors who utilize, access, or store personally identifiable information as part of the performance of this Agreement are required to safeguard this information and immediately notify the VDSS of any breach or suspected breach in the security of such information. The Vendor shall allow the VDSS to both participate in the investigation of incidents and exercise control over decisions regarding external reporting.
- 7.4 SUBCONTRACTS: The VDSS reserves the right to require the Vendor to obtain permission to subcontract any portion of the work. If requested by the VDSS, the Vendor shall furnish the VDSS the names, qualifications, and experience of their proposed subcontractors. The Vendor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Agreement.
- 7.5 PERFORMANCES: All services provided by the Vendor pursuant to this Agreement shall be performed to the satisfaction of the VDSS/LDSS, and in accordance with the applicable federal, state, and local laws, ordinances, rules, and regulations. The Vendor shall not receive payment for work found by the VDSS/LDSS to be unsatisfactory, or performed in violation of federal, state or local laws, ordinances, rules, or regulations.
- 7.6 AUDIT: The Vendor agrees to retain for possible audit all books, records, and other documents relative to this Agreement for five years after final payment. The Vendor agrees

that the VDSS, its authorized agent, and/or State, Federal, and local fraud investigators and auditors shall have full access to and the right to examine and/or remove any said materials during said period. If an audit or investigation is begun before the five-year retention period ends, records must be kept until the completion of the audit. Should an audit by authorized state or federal officials result in disallowance of amounts previously paid to the Vendor, the Vendor shall reimburse the VDSS upon demand.

- 7.7 DRUG-FREE WORKPLACE: During the performance of this Agreement, the Vendor agrees to provide a drug-free environment.
- 7.8 FRAUD: The Vendor will be permanently disqualified from participating in the EAP upon the first finding of EAP fraud. Fraud includes, but is not limited to, intentionally providing false information to the VDSS or the LDSS; intentional failure to notify the VDSS of a change in circumstances that affects payments received by the Vendor; intentionally accepting payments that the Vendor knows, or by reasonable diligence would know, the Vendor is not entitled to by virtue of an overpayment or otherwise; intentionally making a claim for a payment to which the Vendor is not entitled pursuant to the terms of this Agreement and all applicable rules, regulations, laws and statutes. Repayment must be made unless contrary to a court order.
- 7.9 NON-FRAUD OVERPAYMENTS: For overpayments received by the Vendor that are not the result of intent to defraud, the Vendor shall be required to repay the full amount to the VDSS.
- 7.10 SEVERABILITY. If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid, the invalidity shall not affect other provisions of this Agreement, which shall be given effect without regard to the invalid provision or application.

The parties to this Agreement acknowledge the responsibilities, specified above, and will provide the accomplishment of this service in a mutually acceptable and efficient manner.

Vendor Name:						
Signature of Authorized Representative						
Distance of the second						
Printed Name/Title of Representative						
Date						

# COMMONWEALTH OF VIRGINIA - ENERGY ASSISTANCE PROGRAM FUEL/CRISIS/COOLING VENDOR AGREEMENT – VENDOR PROFILE DATA

Company Name:	Doing Business As (DBA), if applicable:			
Vendor Legal Name (as used on Federal Tax Return for Business):	Company Owner Name:			
Type of Entity:  Sole Proprietor Partnership  Corporation Government Entity  Trust Estate  Utility: Investor Owned Municipal  Cooperative  Limited Liability Company (LLC)  Is the LLC incorporated? Yes No  Single Member or Multiple Member	Taxpayer Identification (ID) Number:  Social Security Number (SSN)  Employer Identification Number (EIN)  Individual Taxpayer Identification Number (ITIN)			
Dept of Professional and Occupational Regulation (DPOR) License  Number(s): Classification(s)/Specialties: Expiration Date(s):				
rumber(s).	(s)//Speciatics. Expiration Date(s).			
Office Primary Contact Name/Title:	Office Telephone Number:			
Office Physical Address:	Mailing Address for Correspondence:			
Office Email Address:	Office Fax Number:			
Contact Name/Title Regarding Payments:	Telephone Number Regarding Payments:			
Mailing Address for Payments:	Email Address Regarding Payments:			

# COMMONWEALTH OF VIRGINIA - ENERGY ASSISTANCE PROGRAM FUEL/CRISIS/COOLING VENDOR AGREEMENT – VENDOR PROFILE DATA

SERVICES PROVIDED BY VENDOR						
FUEL ASSISTANCE						
	Electricity $\square$ Fuel Oil $\square$ Natural Gas					
	Liquid Propane (LP)/Bottled Gas   Clear Kerosene  Dyed Kerosene					
	CRISIS ASSISTANCE					
	☐ Utility: ☐ Electric ☐ Natural Gas					
	☐ Emergency Delivery of Fuel: ☐ Fuel Oil ☐ LP/ Bottled Gas					
☐ Clear Kerosene ☐ Dyed Kerosene						
	Security Deposit: $\square$ Electric $\square$ Natural Gas $\square$ LP/ Bottled Gas					
	Security Deposit Option: $\Box$ Electric $\Box$ Natural Gas $\Box$ LP/ Bottled Gas					
	☐ Sale of Portable Space Heater ☐ Emergency Lodging					
	Sale and Installation of Heating Equipment					
	☐ Sale and Installation/ Maintenance of Supplemental Heating Equipment					
	COOLING ASSISTANCE					
	Utility (Electric)					
	Security Deposit (Electric)					
	Sale of Window or Portable Air Conditioner (No Installation)					
	☐ Sale and Installation of Window Air Conditioner					
	☐ Sale of Portable Fan					
	☐ Sale and Installation of Ceiling, Attic, or Whole House Fan					
	Repair of Installed Ceiling, Attic, or Whole House Fan					
	☐ Repair of Central Air Conditioning Unit or Heat Pump					

### COMMONWEALTH OF VIRGINIA - ENERGY ASSISTANCE PROGRAM FUEL/CRISIS/COOLING VENDOR AGREEMENT – VENDOR PROFILE DATA

	LOCALITIE	S SERVED						
Please indicate which	Please indicate which localities you will serve by placing an "X" in the box in front of the locality.							
001 Accomack	079 Greene	161 Roanoke Co.	510 Alexandria					
003 Albemarle	081 Greensville	163 Rockbridge	520 Bristol					
005 Alleghany	083 Halifax	165 Rockingham	530 Buena Vista					
007 Amelia	085 Hanover	167 Russell	540 Charlottesville					
009 Amherst	087 Henrico	169 Scott	550 Chesapeake					
011 Appomattox	089 Henry	171 Shenandoah	560 Clifton Forge					
013 Arlington	091 Highland	173 Smyth	570 Colonial Heights					
015 Augusta	093 Isle of Wight	175 Southampton	580 Covington					
017 Bath	095 James City	177 Spotsylvania	590 Danville					
019 Bedford	097 King & Queen	179 Stafford	595 Emporia					
021 Bland	099 King George	181 Surry	600 Fairfax					
023 Botetourt	101 King William	183 Sussex	610 Falls Church					
025 Brunswick	103 Lancaster	185 Tazewell	620 Franklin City					
027 Buchanan	105 Lee	187 Warren	630 Fredericksburg					
029 Buckingham	107 Loudoun	191 Washington	640 Galax					
031 Campbell	109 Louisa	193 Westmoreland	650 Hampton					
033 Caroline	111 Lunenburg	195 Wise	660 Harrisonburg					
035 Carroll	113 Madison	197 Wythe	670 Hopewell					
036 Charles City	115 Mathews	199 York	678 Lexington					
037 Charlotte	117 Mecklenburg		680 Lynchburg					
041 Chesterfield	119 Middlesex		683 Manassas City					
043 Clarke	121 Montgomery		685 Manassas Park					
045 Craig	125 Nelson		690 Martinsville					
047 Culpeper	127 New Kent		700 Newport News					
049 Cumberland	131 Northampton		710 Norfolk					
051 Dickenson	133 Northumberland		720 Norton					
053 Dinwiddie	135 Nottoway		730 Petersburg					
057 Essex	137 Orange		735 Poquoson					
059 Fairfax Co.	139 Page		740 Portsmouth					
061 Fauquier	141 Patrick		750 Radford					
063 Floyd	143 Pittsylvania		760 Richmond City					
065 Fluvanna	145 Powhatan		770 Roanoke City					
067 Franklin Co.	147 Prince Edward		790 Staunton					
069 Frederick	149 Prince George		800 Suffolk					
071 Giles	153 Prince William		810 Virginia Beach					
073 Gloucester	155 Pulaski		820 Waynesboro					
075 Goochland	157 Rappahannock		830 Williamsburg					
077 Grayson	159 Richmond Co.		840 Winchester					

AFTER SIGNING THE AGREEMENT AND COMPLETING THE VENDOR PROFILE DATA PAGES, MAIL THE ORIGINALS OF THE SIGNATURE PAGE AND THE VENDOR PROFILE DATA PAGE TO: Virginia Department of Social Services – Energy Assistance Program, PO Box 630, Richmond VA 23219-0630 Remember to keep a copy for your records.