

**Low Income Home Energy Assistance Program (LIHEAP)  
Vendor Agreement**

Zuni Education & Career Development Center (ZECDC) –LIHEAP Program  
P.O. Box 339  
Zuni, NM 87327  
Phone: (505)782-5998 Fax: (505)782-6080 Email: [zecdc@ashiwi.org](mailto:zecdc@ashiwi.org)

And

Continental Divide Electric  
P.O Box 786  
Gallup, NM 87305

This agreement is entered into for the purpose of facilitating the provision of Low Income Home Energy Assistance Program (LIHEAP) benefits administered through ZECDC to low income households through the delivery of fuel from the vendor to the LIHEAP beneficiary who is a customer of the vendor. By signing this agreement, vendors agree to provide the services designated within the agreement.

**THE VENDOR AGREES TO:**

1. To provide a delivery ticket for all customers and will contain the vendor's name, address the date and time of delivery, the purchaser's name and address, driver's signature, price per gallon and the amount of fuel delivered. (*Applicable to Propane Vendors*)
2. Vendor will submit all information within 30 calendar days of the date a LIHEAP benefit was authorized. All information must be sent to ZECDC office, via mail or scanning. Vendors will not receive payment if all information is received on or after the 31<sup>st</sup> day a delivery was authorized. LIHEAP recipients cannot be billed for services as result of a vendor's failure to comply with billing requirements in this agreement.
3. Apply the full LIHEAP benefit payment authorized by ZECDC – LIHEAP to the respective account of each LIHEAP recipient whom the vendor serves.
4. Accept crisis authorizations for utility terminations notices or based on reconnection of utility service must agree to maintain ongoing utility service to such households for not less than 30 calendar days from the date of the resolution of the crisis.
  - a. If a LIHEAP recipient is determined to be considered under LIHEAP Crisis, the vendor agrees to deliver propane or reconnect electricity no more than 24 hours after being notified of the LIHEAP approval.
5. To charge a LIHEAP household according to the requirements below:

- a) The cash price normally charged for energy delivered, not a credit price;
  - b) The same amount a non-LIHEAP household would be billed for an identical delivery, except for additional discounts established for LIHEAP customers.
6. Promptly notify the LIHEAP Coordinator whenever discrepancies in approved LIHEAP applications are found) or when the vendor is aware of any potentially fraudulent activity.
  7. Ensure no unused LIHEAP benefits in a customer's account are refunded directly to the customer, but instead are refunded to the Zuni LIHEAP Program within thirty (30) calendar days of closure of the customer's account with the Company.
  8. Agrees to return any unspent funds, if LIHEAP benefits are not used by March 15 for each customer assisted under LIHEAP. Unspent LIHEAP funds will be payable back to: **Pueblo of Zuni Low Income Home Energy Assistance Program.**
  9. Maintain accounts for customers to ensure receipt of LIHEAP household's co-payment (if applicable)
  10. Provide current, specific customer account information necessary for determining applicant/household eligibility and benefits to the LIHEAP Program at no cost.
  11. For those LIHEAP applicants requesting assistance with past due charges owed to the vendor, the vendor must provide: 1.) Specific customer account arrearage information necessary to establish the debt, 2.) the period of time the debt covers, 3.) the amount of payment made with personal household income other than LIHEAP benefits during the specified time period. The LIHEAP program needs to ascertain the amount the applicant/household paid from their own funds before an arrearage assistance payment can be made.
  12. Accept payment promises from LIHEAP staff and provide the required applicant/household services in the monetary amount stipulated within 72 hours of the promise to pay.
  13. Treat LIHEAP applicants/households the same as any other company customer.
  14. Not discriminate against eligible LIHEAP household in either the usual and customary cost of goods supplied or the normal services provided and in offering deferred payments or level payment plans or in other conditions of sale, credit deliver or price.

**THE PUEBLO OF ZUNI LOW INCOME HOME ENERGY ASSISTANCE PROGRAM agrees to:**

1. Review and determine eligibility for all applying households.

2. Notify the applicant within 10 working days of their eligibility and the type of LIHEAP benefits the household is eligible for. If household is denied, they will be informed of the reason why and process to appeal will be re-iterated on the denial letter.
3. Provide authorization listings of eligible household via fax signed by LIHEAP staff identifying the maximum LIHEAP benefit payment, customer name and account (if applicable).
4. Process LIHEAP benefits payments to the company to credit the account of eligible applicant who identifies the company as their vendor in a timely manner.
5. Accept and process refunds from the Company.
6. Maintain a record of the amounts awarded to eligible applicants/ households and payments made on their behalf.
7. Supply applications and informational materials, at no cost, to the company.
8. Notify the company of process regarding the payment, refund, and reconciliation of benefits.

**BOTH PARTIES MUTUALLY AGREE:**

1. The Company is an independent contractor and will comply with business license requirements.
2. Information/data provided to the LIHEAP by the Company shall remain confidential except as specified in this paragraph. LIHEAP shall use such information for an applicant/household for the purpose of establishing the eligibility of and/or the benefit of an applicant/household.
3. To permit authorized 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.
4. 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.
5. 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.

This agreement shall terminate on September 30, 2019 unless superseded by a new agreement. It is further understood and agreed that either party to this agreement may terminate this agreement at any time by written notice sent by certified mail, return receipt request, or delivered to the other party at least thirty (30) calendar days prior to the effective date of termination.

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Signature	Date	Title
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Printed Name

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Company Name

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Bernadette Panteah

Date

ZECD- LIHEAP Program Director

SAMPLE