

Low Income Home Energy Assistance Program (LIHEAP) Vendor Agreement

This Agreement entered into by and between _____ between (CAA) and _____ (Vendor) is effective as of August 23, 2017.

WHEREAS, Title XXVI of the Low Income Home Energy Assistance Act of 1981 (P.L. 97-52) provides for Home Energy Assistance to eligible households; and

WHEREAS, parties hereto desire to establish an arrangement to carry out the provisions of this Act and to assure that funds available under this Act are used in accordance therewith.

The Vendor shall:

1. Charge the Eligible Household, in the normal billing process, the difference between the actual cost of the Home Energy and the amount of the payment made through this program;
2. Not treat a Household receiving assistance under the program adversely because of such assistance; and shall agree to charge eligible LIHEAP recipients the price normally charged to a non-eligible household;
3. Not discriminate against any certified household in any manner, including terms and conditions of sale, credit, delivery or price whether in the cost of the goods supplied or the services provided because of such households' participation in LIHEAP;
4. Provide services under LIHEAP in compliance with Title VI of the Civil Rights Act of 1964, and not discriminate based on the basis of race, color, sex, sexual orientation, gender identity, national origin, physical or mental handicap. Also the requirement of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via this agreement;
5. Comply with all applicable Federal and State law and regulations, including confidentiality of all records, termination and restoration of Home Energy service and discrimination in accordance with the Privacy Act of 1974;
6. Reconnect utilities and/or deliver fuel upon certification of payment;
7. Not increase the household's rent on the basis of receipt of the payment;
8. Establish such fiscal control and fund accounting procedures as may be necessary to assure the proper use and accounting of funds under this Agreement. All records maintained by the Vendor relating to this Agreement shall be available on reasonable notice, for inspection, audit or other examination and copying, by the Cabinet for Health and Family Services (Cabinet) and Community Action Kentucky (CAK) representatives or their delegates. Such records shall show the amount of home energy delivered to each eligible Household, the amount of payments made for home energy by such eligible Households, the dollar value of credit received on behalf of each eligible household. All records shall be maintained for a period of 3 years following the termination of this Agreement. The Cabinet, CAK and the CAA reserve the right to monitor the implementation of this Agreement by the Vendor.
9. Provide information to the agency on any instances where they may be aware that a household has been approved for benefits by misrepresentation of the household's situation; and report any situations that threatens life, health and safety;
10. Comply with the Equal Employment Opportunity standards;
11. Comply with the billing procedures established by the CAAs;
12. Provide fuel in the Crisis component within 18 or 48 hours as requested by the CAA;
13. Provide fuel at the price quoted in this agreement as Attachment B;
14. Obtain the client's signature for the delivery of fuel on the voucher or provide a delivery ticket to certify date, quality and quantity of bulk fuel deliveries in accordance with local CAA instructions; and
15. Submit all vouchers and/or delivery tickets, to the local CAA within 60 days of issuance or May 15, whichever comes first to receive payment. Any vouchers or bills that do not have the required delivery information and vouchers/bills that are not submitted within this time frame shall not be paid.
16. Upon request, bulk fuel vendors shall provide a report to the CAA to demonstrate that LIHEAP recipient customers are charged the same as non LIHEAP customers.
17. Return to the CAA any/all credits on account from the LIHEAP program, not used by the client for any reason, within 10 days from the end of the program.
18. Charge LIHEAP customers only for fees that they would normally charge any/all customers.
19. Provide at no cost to the Cabinet, Community Action Kentucky, or the Community Action Agency, written information on each applicant's energy costs for a twelve (12) month consecutive billing period. The Cabinet or its designee may use these data for the purposes of client outreach and referral, LIHEAP performance management, and meeting state and federal reporting requirements.

Whereby a vendor cannot or will not deliver fuel within the required time period for either the Subsidy or Crisis component, the vendor agrees to notify the local CAA office immediately. If for any reason the fuel is not delivered in the timeframe, the CAA may declare the voucher null and void and will not be responsible for payment.

The CAA reserves the right to terminate this Vendor Agreement should the terms of this agreement not be met.

The CAA reserves the right to reject any price quotes from Vendors that did not perform satisfactorily during previous LIHEAP programs.

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

This contract supersedes all previous Vendor Agreements signed by both parties.

In Witness Whereof, Vendor and CAA, by their duly authorized representative, have caused this Agreement to be executed the dates shown below.

VENDOR:

_____ <i>Business Name</i>	_____ <i>Telephone Number</i>	_____ <i>Fax Number</i>
_____ <i>Business Address</i>	_____ <i>Federal ID Number</i>	
_____ <i>Mailing Address</i>	_____ <i>Contact Name</i>	
_____ <i>Email Address</i>		

I further understand that giving wrong information on purpose is FRAUD and may result in legal action against me.

_____ Vendor Signature	_____ Date
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CAA:

Date Received: _____ **Agency Representative:** _____

Revised 8/23/2017