

**SOUTH CAROLINA LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP)  
VENDOR AGREEMENT**

This Vendor Agreement shall govern certain activities of the Low-Income Home Energy Assistance Program, hereinafter referred to as LIHEAP, which are to be carried out by the Vendor identified on the signature page of this Agreement, hereinafter referred to as the Vendor, as a condition of receipt of payment, and the Community Action Agency; hereinafter referred to as the CAA.

The \_\_\_\_\_ and the Vendor agree to the following:  
**(Community Action Agency)**

**A. SERVICES TO BE PERFORMED**

1. The Vendor shall 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.
2. The Vendor is required to verify the account holder's name and/or household member(s), account number, current balance on account and signature upon receipt of the energy voucher prior to crediting the customer's account.
3. The Vendor will accept the voucher(s) as credit for actual commitment/cash payment for the purchase of home heating fuel or cooling assistance. The Vendor shall specify on the signature page of this Agreement the fuel type to be provided. The Vendor will accept vouchers for the purchase of only the type fuel approved in this Agreement.
4. The Vendor will only deliver fuel to the actual residence of the account holder or credit the account of the account holder as documented on the voucher.
5. If the customer has moved and the energy voucher does not reflect the new address, the Vendor shall not accept the voucher until the customer returns the voucher and requests a change of address from the Community Action Agency (CAA).
6. Vendors are to ensure credit and/or service to approved households within the designated program year.
7. This assistance is provided for households, not individuals. For this reason, no name changes may be made on the energy voucher. The address that appears on the voucher should match the name and address shown on the Vendor records. No alterations of any kind should be made to the voucher.
8. LIHEAP assistance may be used for deposits if specified by the CAA.
9. The parties recognize that each party is bound to act in accordance with their respective bylaws and policies at all times. Nothing in this Agreement is intended or shall be construed to supersede a party's obligations under their respective bylaws and policies or prevent a party from acting in accordance therewith.

**B. PROVISIONS UNDER WHICH PAYMENT WILL BE MADE TO VENDORS**

1. The Vendor must return this properly executed Vendor Agreement to the CAA prior to being reimbursed.
2. The Vendor must provide a Federal Employer Identification Number (FEIN) or a Social Security number will be acceptable only if the Vendor is an individual and has no FEIN.
  - a. If a Vendor provides a Social Security Number, the Vendor must use the proprietor's name, not the company name. If a FEIN is supplied, a company name must be used.
  - b. The Vendor shall notify the CAA in writing immediately when the FEIN, Social Security number, business name and/or address changes. Failure to report changes may result in a delay of payments. An IRS W-9 must accompany changes.

3. For fuel oil, propane and/or kerosene, the Vendor shall provide the eligible customer a quantity up to the value of the energy voucher but not to exceed the amount required to fill the tank. A delivery ticket must be submitted for actual payment remittance within 30 days of the delivery.
  - a. If the value of the quantity of fuel purchased by a customer is less than the value of the energy voucher, the Vendor shall credit the difference to the customer's account. The credit balance on accounts that equals or exceeds the minimum delivery must be expended each consecutive month until the benefit is exhausted.

If the value of the quantity of fuel required/purchased by a customer is greater than the energy voucher amount, payment for the remaining balance due must be negotiated between the customer and the Vendor. The CAA will not intervene in these matters.

- b. **The Vendor will not exchange a customer's energy voucher for cash nor will any cash equivalent be given for excess credit.** Violations shall be treated in accordance with Federal and State statutes, to include termination of this Agreement and termination of future services with the Vendor.
- c. When a customer moves from the Vendor's service area, or becomes deceased, and a credit balance remains on that account, the following policies shall apply within the current program year:
  - i. Any legal survivors living in the residence of the deceased customer (as listed on the voucher), who were household residents at the time of application, are entitled to use the remaining benefit.
  - ii. If there are no remaining legal survivors within the household, any remaining credit balance shall be refunded to the CAA within 30 days of the death or date of last service for the active voucher – whichever comes first.
  - iii. Credit balances not used during the current program year (January 1 – December 31) are to be returned to the CAA within 45 days of the close of the grant period.
  - iv. Any other circumstances arising shall be dealt with on a case-by-case basis. The Vendor should contact the CAA for additional instruction.

#### **C. PAYMENT PROCEDURES**

1. Once the Vendor has honored the energy voucher, as specified herein, the Vendor shall mail the energy voucher(s) to the CAA for payment.
2. Within 30 days of the date of the receipt of the energy voucher(s), payment amount equal to the total amount of the energy voucher(s) for electric service received by the CAA will be made to the Vendor. For kerosene, propane, fuel oil and/or wood vendors, payment will be made for the actual amount delivered, not to exceed the voucher amount.

If a Vendor has not received payment for the energy voucher(s) within 30 days following the submission, the Vendor should contact the CAA and report the delay. In instances of reported delays, the Vendor may also contact the Office of Economic Opportunity (803-734-0662).

3. CAAs will submit an IRS Form 1099 to record payments in excess of \$600 to non-incorporated vendors.
4. All properly executed Vendor Agreements must be maintained on file with the CAA and Vendor.

#### **D. MONITORING**

1. The Vendor will maintain records documenting the amount of energy assistance that the customer received and the date of receipt for all fuels other than electricity and natural gas. Records are to be maintained for one year after the program year ends.

2. The Vendor shall permit access to records pertaining to the activities engaged in by the Vendor under this Agreement. Such records include energy voucher payment forms or other documents supporting the delivery of services or receipt of payments for services rendered by the Vendor, as well as the amount of sale, customers' names and addresses.
1. The Vendor shall not discriminate against or adversely treat any eligible household regarding terms and conditions of sale, credit, delivery, or service. No discrimination shall be made based on the source(s) of household income. All sources of household income are documented on the Application and then processed, reviewed and approved by an agency representative. Additionally, the State prohibits any discrimination to households because of their receipt of LIHEAP assistance.
2. The Vendor will cooperate with any Federal, State or local investigation, audit or program review.

**E. LIABILITY**

To the fullest extent permitted by law, each party agrees to indemnify and hold harmless each other, the Office of Economic Opportunity and their agents, and employees from and against all claims, damages, losses, and expenses including but not limited to attorney's fees, arising out of or resulting from, whether directly or indirectly, any default or negligent or wrongful act or omission of each party, its agents, employees, or subcontractors in the performance or non-performance of the work, the enforcement of this agreement, or any other legal action.

Any losses caused by criminal activity, gross negligence and/or malicious intent is excluded from this indemnification section.

**F. REPORTING DISCLOSURE**

The Vendor will allow the CAA and the Office of Economic Opportunity access to LIHEAP customer's household fuel/utility/energy information for the purpose of State and Federal data reporting, as approved by the customer, via the statewide application for service.

**G. AMENDMENTS and INTEGRATION**

This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior contract, negotiations, agreement and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties.

**H. TERMINATION**

1. Either the CAA or the Vendor may terminate this Agreement by giving the other party at least 30 days written notice.
2. This Agreement will terminate immediately should the Vendor supply false information or attempt to defraud the CAA or the eligible customer. In such cases, no additional reimbursement will be made to the Vendor until such matter is resolved.

In witness hereto, the CAA and the Vendor have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**VENDOR:** Complete Section 1-9. Do not leave anything blank.  
**Vendor must provide physical address or agreement is void.**

1. \_\_\_\_\_  
(Business or Vendor Name)
2. \_\_\_\_\_  
(Mailing Address – Include City, State and Zip Code)
3. \_\_\_\_\_  
(Street Address – Include City, State and Zip Code)
4. \_\_\_\_\_  
(Area Code and Telephone Number)
5. **VENDOR DOCUMENTATION**

The Vendor must provide a Federal Employment Identification Number (FEIN), or, if you do not have a FEIN, a Social Security number (SSN) will be acceptable only if used with the proprietor's name (e.g. Hallman's Wood – (FEIN) or Mark Hallman (SSN).

Federal Employer Identification Number \_\_\_\_\_ or  
Social Security Number \_\_\_\_\_

6. **Fuel Type – Circle all Types of Fuel Provided.**  

Fuel Oil	Electricity
Kerosene	Wood
Propane Gas	Coal
Natural Gas	Landlord or Building Operator Who Provides Heat to Tenants
7. **Check all that apply:**
  - ☐ I certify that I am not subject to backup withholding.
  - ☐ I certify that the mailing address on file is correct and current.
  - ☐ A W-9 is enclosed as required for new vendor(s), or for existing vendors to report change of address or change in FEIN or Social Security number and/or business name.

\_\_\_\_\_  
(Print Authorizing CAA Signature)

\_\_\_\_\_  
(Print Authorizing Vendor Signature)

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(Authorizing Signature)

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(Authorizing Signature)

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(Witness)

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(Witness)

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(Date)

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(Date)