

LOW-INCOME HOME ENERGY ASSISTANCE (LIHEAP) VENDOR AGREEMENT

This agreement, dated as of October 5, 2012, is entered into by and between the Benton Franklin Community Action Connections (BFCAC), (Agency), and Franklin PUD (Vendor) a supplier of home heating energy.

PURPOSE

Funding for Low-Income Home Energy Assistance Program (LIHEAP) payments is governed by Federal Law 42 U.S.C. §8624: Low-Income Home Energy Assistance Act of 1981, and subsequent amendments. This act requires that certain assurances be satisfied before energy assistance payments are made, on behalf of eligible individuals, to suppliers of home heating energy. This agreement defines the conditions that the energy vendor must agree to so that the Agency can make energy assistance payments to the Vendor on behalf of eligible households.

Agency Responsibilities

The Agency shall:

1. Accept and review client applications and determine eligibility of households for LIHEAP payments.
2. Follow procedures that minimize the time elapsing between the receipt of LIHEAP funds and their disbursement to Vendor.
3. Make payments in a timely manner to the vendor on behalf of eligible households between October 1 and August 31 of the program year for the term of this agreement.
4. Follow sound fiscal management policies, including, but not limited to segregation of LIHEAP funds from other operating funds of the agency.
5. Notify customer and/or vendor of the customer's eligibility and total benefit amount.
6. Incorporate policies that assure the confidentiality of eligible household's energy usage, balance, and payments.
7. Upon request from vendor, provide a statement verifying income of an eligible household for the sole purpose of determining moratorium eligibility, within the statutory guidelines of confidentiality.

Energy Vendor Responsibilities

The Energy Vendor Shall:

1. Immediately apply the benefit payment to customer's current/past due bill, deposit/reconnect requirements, or delivery of fuel to eliminate the amount owed by the customer for a period determined by the amount of the benefit, or;
2. Apportion the LIHEAP over several billing periods to reduce the amount owed by the customer until the benefit is exhausted, or;
3. Establish a line of credit for the customer to be used at the discretion of the customer until the benefit is exhausted.
4. Notify the customer of the amount of benefit payment applied to the customer's billing.
5. Keep customer records confidential.
6. Maintain records for four years from the date of this agreement, or longer if the energy vendor is notified that a fiscal audit for a specific program year is unresolved.
7. Not treat adversely, or discriminate against any household that receives LIHEAP payment, either in the cost of the goods supplied or the services provided.
8. Upon request of the Agency, provide eligible customer's energy consumption history for the sole purpose of determining customer benefit.
9. Comply with the provisions of the Washington State law regarding winter disconnects and pertinent provisions of the Washington Administrative Code related to the winter moratorium, if governed by that ruling.

10. Make records available for review by authorized staff of the Agency, Washington State Department of COMMERCE, and the U.S. Department of Health and Human Services.

Required Records for Audit Purposes

The Vendor will keep records showing the following:

1. Name and address of households who received LIHEAP payments.
2. The amount of assistance accrued to each household.
3. The source of payment – (Energy Assistance, Project Share, etc).
4. The amount of the household's credit balance when the benefit payment establishes a line of credit. This credit balance is also required to show on all customers billing document.

Credit Balances

In the event that a customer has a credit balance and no longer needs service from the energy vendor, the Vendor shall:

1. Forward a check in the amount of any remaining credit balance directly to the customer, or, if directed by the customer, forward a two-party check for this balance to the customer in the customer's name and name of the new home heating energy vendor.
2. If the customer dies leaving a credit balance resulting from a LIHEAP payment, the remaining credit becomes part of the customer's estate.
3. The energy vendor shall dispose of all unclaimed credit balances according to customary procedures or applicable Washington State law.

Other Provisions

Term of Agreement

This agreement is effective from the date of execution.

Termination

This agreement may be terminated by either party with a thirty (30) day written notice to the other party. Termination shall not extinguish authorized obligations incurred during the term of the agreement. If LIHEAP funding is withdrawn, reduced, or eliminated by COMMERCE, the Agency has the right to terminate this agreement immediately.

Assignment of Agreement

Neither party may assign the agreement or any of the rights, benefits, and remedies conferred upon it by this agreement to a third party without the prior written consent of the other party, which consent shall not be unreasonable withheld.

The Vendor and the Agency do hereby agree to the conditions set forth in this agreement.

VENDOR:

Signature:

Tim Nies
TIM NIES

Printed Name:

Director of Administrative Services

Franklin PUD

Name of Company Vendor:

Date:

10/11/12

AGENCY:

Signature:

Judith A. Gidley
Judith A. Gidley

Printed Name:

Executive Director

Title:

Benton Franklin CAC

Name of Agency:

Date:

10/5/12