

LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM VENDOR AGREEMENT

Vendor Name and Address

VENDOR COPY

Vendor Number

Federal I.D. Number

Telephone Number

E-mail Address

This Agreement is entered into for the purpose of facilitating the provision of Low-Income Home Energy Assistance Program (LIHEAP) benefits 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 participate in all additional programs that distribute LIHEAP funds for which LIHEAP clients may be eligible, and to participate in both the LIHEAP cash and crisis programs.

The _____ (herein referred to as the "vendor") certifies that it is not currently under suspension or debarment by the Commonwealth of Pennsylvania, any other state, or the federal government.

The vendor cannot enter into any subcontracts under this agreement with other subcontractors who are currently suspended or debarred by the Commonwealth or federal government. If any vendor enters into any subcontracts under this agreement with any subcontractors who become suspended or debarred by the Commonwealth or federal government during the term of this agreement or any extensions or renewals thereof, the Commonwealth shall have the right to require the vendor to terminate such subcontracts.

The vendor agrees that it shall be responsible for reimbursing the Commonwealth for all necessary and reasonable costs and expenses incurred by the Office of the Inspector General relating to an investigation of the vendor's compliance with the terms of this or any other agreement between the vendor and the Commonwealth which results in the suspension or debarment of the vendor.

Vendors will adhere to LIHEAP policy and procedures as defined in the LIHEAP State Plan and will report any discovery of fraud and address any questions regarding participation in LIHEAP to the LIHEAP Vendor Unit. A copy of the current LIHEAP State Plan can be obtained online at: <http://www.dpw.state.pa.us/foradults/heatingassistanceliheap>.

The vendor agrees to the following conditions in order to receive energy assistance payments through the Commonwealth of Pennsylvania:

1. To cooperate with the Department of Public Welfare (DPW) by providing information on fuel usage and cost for LIHEAP households:
 - a) Deliverable fuel vendors must provide a metered delivery ticket for all crisis deliveries. Metered delivery tickets will contain the vendor's name and address, the date and time of delivery, the purchaser's name and address, product identification, the driver's signature or employee number, the delivery vehicle's permanently assigned company truck number, the price per gallon and the volume in terms of gallons to the nearest one-tenth of a gallon.
 - b) Vendors will provide all requested information established in DPW policies and procedures. Vendors will submit all information within 30 calendar days of the date a crisis benefit was authorized. All information must be sent to the appropriate agency, as designated by DPW, via mail or fax. Vendors will not receive payment if all information is received on or after the 31st day a crisis delivery was authorized. LIHEAP recipients cannot be billed for services as a result of a vendor's failure to comply with billing requirements in this agreement.
 - c) Deliverable fuel vendors and utility companies must retain all documents related to LIHEAP payments and deliveries for 4 years in an orderly and retrievable manner.
2. To apply the full payment amount of each LIHEAP benefit approved by DPW to the respective account of each LIHEAP recipient whom the vendor serves.
3. To charge a LIHEAP household according to the requirements below:
 - a) The cash price normally charged for energy delivered, not a credit price, or
The same amount a non-LIHEAP household would be billed for an identical delivery, except for additional discounts that may be required by established DPW policies and procedures, whichever is more beneficial to the client.
 - b) Public utilities that operate Customer Assistance Programs, CAP, under the Rate Discount Model will apply the LIHEAP cash component benefits to the customer's account in full:
 1. to resolve any past due CAP payments,
 2. to the current CAP payment, and
 3. any remaining funds will be credited to future CAP payments.CAP payment is defined as the amount the customer is required to pay under the terms of a utility's CAP agreement.
 - c) Alternatively, upon DPW receiving approval from the Department of Health and Human Services, public utilities that operate CAPs based on a Percent of Income Payment Plan (PIPP) model will apply the LIHEAP cash component benefits to the customer's account based on the following guidelines:
 1. First, the utility will determine the customer's affordable annual bill, which is the amount the customer is responsible for, based on the customer's income, not any anticipated LIHEAP grant.
 2. To determine the customer's Cap Credit that they will receive, the utility will take the estimated annual usage bill and subtract the customer's affordable annual bill.
 3. After the Cap Credit is determined, any LIHEAP Cash component benefit received will be credited to the customer's monthly bill incrementally to the Cap Credit.
 4. Utilities agree that when LIHEAP funds are provided on behalf of a customer, the utility will use those funds only for that specific customer and not for any other customer.
 5. The LIHEAP client will be clearly shown on their utility bill that their LIHEAP Cash grant was credited towards their Cap Credit under the PIPP program.
 6. If the LIHEAP benefit is greater than the annual Cap Credit, the remaining LIHEAP balance will, be first applied to the customer's pre-existing bill arrearages and second to the customer's utility account.
4. To not discriminate against any eligible household in regard to terms and conditions of sale, credit, delivery service or price, nor treat adversely any household receiving energy assistance because of such assistance.

5. To promptly notify the LIHEAP Vendor Unit whenever discrepancies in approved fuel applications are found (for example, oil being authorized for a residence serviced 100% by coal) or when the vendor is aware of any potentially fraudulent activity.
6. To apply all payments paid by DPW (for both Cash Component and Crisis Component benefits) on behalf of the customer against that customer's heating costs, subject to subparagraphs "a" through "h" below, and to not use any such funds for security deposits or late payments or other finance charges.
 - a) Late payment charges must be frozen at the amount they are at the time notification of eligibility for LIHEAP (energy assistance) benefits is received by the vendor, and may not be increased for the remainder of the LIHEAP program year; i.e., the date that applications for LIHEAP benefits are no longer accepted.
 - b) Vendors are holding, on DPW's behalf, federal money for the benefit of recipient customers. Vendors are prohibited from using LIHEAP funds for purposes other than home heating. This requirement does not supersede the provisions of the Federal Bankruptcy Act, 11 U.S.C., Section 366.
 - c) Cash component payments received on behalf of a LIHEAP customer will be used to cover customer fuel purchases only, and will be available as a credit to the customer to meet additional fuel costs, including resolution of a subsequent fuel crisis, until they are exhausted, or until expiration of the state fiscal year (June 30) following the end of the state fiscal year in which LIHEAP benefits were authorized. Cash grant funds are to be used for fuel purchases only, and cannot be used for repairs (except as described under "d" and "e" below) or for service maintenance contracts.
 - d) If a household receives benefits from the cash component and subsequently applies for crisis benefits, any credit which the household may have with the vendor, including but not limited to LIHEAP cash component benefits, will be used first for the resolution of the crisis.
 - e) LIHEAP crisis component benefits may be used for energy supply shortage emergencies to provide fuel to a household that is out of fuel or is in imminent danger of being without fuel, or to restore home-heating service to a household that is without heat due to termination of the main or second source of heat by a utility company. Such benefits may include reconnect fees, off-hour delivery charges, or minimal costs (i.e., \$50 or less) to restart the furnace. An eligible household may also receive crisis benefits for weather related emergencies, including the purchase of a new heating system, the repair of an existing heating system, pipe thawing services and the repair of broken windows, fuel lines, or the water heating system, if funding is unavailable through LIHEAP Weatherization. Additionally, crisis component payment for deliverable fuels (oil, coal, etc.) may not be used for unpaid balances, maintenance contracts or finance charges. The amount of a crisis benefit is the minimum amount needed to resolve the crisis. For deliverable fuels, the amount needed to resolve the crisis would be the amount of fuel needed to fill the tank up to the maximum crisis amount. If for any reason, the amount of crisis benefits authorized is in excess of the minimum amount needed to resolve the crisis, the excess must be returned to the Department within 48 hours after the basis for return is known.
 - f) Vendors that accept crisis payments based on utility termination notices or based on reconnection of utility service must agree to maintain ongoing utility service to such households for no less than 30 calendar days from the date of the resolution of the crisis. With regard to crisis payments made pursuant to any grants approved during the Public Utility Commission winter termination procedure referred to in §601.62(2)(ii)(A) of Appendix B of the LIHEAP State Plan, the earliest allowable termination date is 30 days following the resolution of the crisis or May 1, whichever is later.
 - g) In cases in which an eligible LIHEAP household has no present utility service or deliverable fuel supply, a LIHEAP crisis grant tendered to the utility must be accepted as the basis for reconnection of service or for providing a fuel delivery.
 - h) Payment is only guaranteed for LIHEAP grants approved and authorized by DPW or its representatives.
7. To return funds as required, by check, within 48 hours after the basis for return is known, in instances where a customer's whereabouts are unknown or a customer changes vendors, dies or departs the area serviced by the vendor, or receives a duplicate payment, unless otherwise specified in this agreement. The information must be provided as indicated on the refund form issued by DPW. Checks shall be made payable to the Commonwealth of Pennsylvania and forwarded to: DEPARTMENT OF PUBLIC WELFARE, BUREAU OF COMMONWEALTH ACCOUNTING, PENNSYLVANIA OFFICE OF THE BUDGET, COMPTROLLER OPERATIONS, 555 WALNUT STREET, 9th FLOOR, HARRISBURG, PA 17101.
8. If a security deposit was erroneously paid with LIHEAP funds, or a billing error is detected, the vendor shall contact the LIHEAP Vendor Unit for appropriate action.
9. If it is determined that a LIHEAP overpayment has occurred due to vendor error, the vendor is responsible for reimbursement from the vendor's funds, not the customer's account. Vendor error includes, but is not limited to; the vendor failing to provide appropriate or accurate customer account information, non-equitable pricing practice, failure to provide credit balance information, failure to provide service that the LIHEAP funds were sent for, and/or using a communal account for LIHEAP funds.
10. DPW is authorized to recoup past due LIHEAP balances from vendors by debiting any current or future LIHEAP payment to the vendor for an amount equal to the outstanding unrefunded balance that is due to DPW from the vendor. A record of the balance of funds owed is established by DPW when a vendor error has occurred or a vendor has received a payment on behalf of a client who is no longer a customer of the vendor. The vendor must return these funds to DPW. DPW will send the vendor up to three notices requesting payment of the funds. If the vendor has failed to respond after the third notice, the amount of the balance of funds owed to DPW will be deducted from the vendor's next payment(s) until the funds are repaid. The vendor acknowledges that DPW will reduce vendor payments by the amount of the balance of funds owed to allow for the expeditious collection of these debts.
11. To review customer accounts annually at the end of the LIHEAP program year and identify funds that will be returned to DPW. LIHEAP funds are available for use during a two-year period, which includes the year of receipt and the year immediately following. All LIHEAP funds which have not been expended on or before June 30 of the year immediately following the LIHEAP Program year in which benefits were authorized must be returned to DPW by July 31 of that year. DPW will, on an annual basis, notify the vendors of the need to identify these accounts and request return of the funds. Any LIHEAP funds discovered through the annual review as defined in paragraphs 7, 8, and subparagraph 6e must be returned within 48 hours of discovery.
12. To notify DPW at least 120 days before filing for bankruptcy and return all funds not expended on LIHEAP clients at least 91 days before filing for bankruptcy.
13. To present for review or reproduction, records maintained by the vendor concerning overall pricing, conditions of sale, credit, and delivery of service, upon request by DPW for audit or investigation purposes, as provided in this agreement.
14. To provide proof of the company's Federal Employer Identification Number (FEIN) or Social Security Number (SSN) to DPW. Proof would include any tax document generated by the Federal Internal Revenue Service that shows both the name and SSN or FEIN of the company. DPW requires that all vendors must indicate the types of energy (oil, electricity, propane, wood, etc.) that their company provides.
15. To resolve any crisis payment disputes with DPW at DPW's Bureau of Hearings and Appeals, starting with the 2011 – 12 LIHEAP Program Year and continuing until superseded by a new vendor agreement, if disputes cannot be resolved informally with DPW staff.
16. If DPW receives a notice of levy, DPW will turn over rights to property, such as money, credit and deposits in accordance to the notice of levy.

Failure to comply with any of these conditions will result in removal from the approved vendor file and suspension of further payments to the vendor for client services.

The Commonwealth reserves the right for State and Federal agencies or their authorized representatives to perform financial and compliance audits, if deemed necessary by Commonwealth or Federal agencies. If an audit of this agreement will be performed, the vendor will be given advance notice.

Vendors will retain all books, records and documents pertaining to LIHEAP payments for a period of four years from the receipt of payment or until all questioned costs or activities have been resolved to the satisfaction of the Commonwealth, or as required by applicable federal laws and regulations. All records must be maintained in a legible, readable condition. If records are maintained in a computer, the vendor must cooperate in providing printed versions of such records.

These recipient-specific records should clearly identify for both cash and crisis payments under the LIHEAP, charges to the account, and documentation supporting these entries by individual household.

This agreement will terminate June 30, 2014, unless superseded by a new agreement, or terminated for convenience upon 30 day written notice by either DPW or by the vendor.

Vendors will be required to return all credited LIHEAP funds to DPW upon termination as a participating vendor.

The Vendor will retain one copy of this signed agreement for reference by staff responsible for handling LIHEAP funds, and will return one copy of the signed Agreement to: **LIHEAP, P.O. Box 2675, Harrisburg, PA 17105 - 2675** within 30 days of the mail date of this agreement. Failure to complete and return this agreement with the required documents within 30 days will cause your company to be removed from DPW's participating vendor list.

(Print Name)

(Signature)

(Position)

(Date)

(Company Name)

(Name of contact person for LIHEAP-specific questions.)

(Phone number and/or email.)

Do you have a website or telephone number DPW can use to verify a client's heating responsibility? Yes No

If yes, please list: _____

Please check all types of energy your company provides:

Electric Fuel Oil Coal Natural Gas Kerosene Propane or Bottled Gas Wood/other

Is your company a regulated utility? Yes No

Which counties does your company do business in? (Please Check)

<input type="checkbox"/> Adams	<input type="checkbox"/> Chester	<input type="checkbox"/> Fulton	<input type="checkbox"/> Mercer	<input type="checkbox"/> Sullivan
<input type="checkbox"/> Allegheny	<input type="checkbox"/> Clarion	<input type="checkbox"/> Greene	<input type="checkbox"/> Mifflin	<input type="checkbox"/> Susquehanna
<input type="checkbox"/> Armstrong	<input type="checkbox"/> Clearfield	<input type="checkbox"/> Huntingdon	<input type="checkbox"/> Monroe	<input type="checkbox"/> Tioga
<input type="checkbox"/> Beaver	<input type="checkbox"/> Clinton	<input type="checkbox"/> Indiana	<input type="checkbox"/> Montgomery	<input type="checkbox"/> Union
<input type="checkbox"/> Bedford	<input type="checkbox"/> Columbia	<input type="checkbox"/> Jefferson	<input type="checkbox"/> Montour	<input type="checkbox"/> Venango
<input type="checkbox"/> Berks	<input type="checkbox"/> Crawford	<input type="checkbox"/> Juniata	<input type="checkbox"/> Northampton	<input type="checkbox"/> Warren
<input type="checkbox"/> Blair	<input type="checkbox"/> Cumberland	<input type="checkbox"/> Lackawanna	<input type="checkbox"/> Northumberland	<input type="checkbox"/> Washington
<input type="checkbox"/> Bradford	<input type="checkbox"/> Dauphin	<input type="checkbox"/> Lancaster	<input type="checkbox"/> Perry	<input type="checkbox"/> Wayne
<input type="checkbox"/> Bucks	<input type="checkbox"/> Delaware	<input type="checkbox"/> Lawrence	<input type="checkbox"/> Philadelphia	<input type="checkbox"/> Westmoreland
<input type="checkbox"/> Butler	<input type="checkbox"/> Elk	<input type="checkbox"/> Lebanon	<input type="checkbox"/> Pike	<input type="checkbox"/> Wyoming
<input type="checkbox"/> Cambria	<input type="checkbox"/> Erie	<input type="checkbox"/> Lehigh	<input type="checkbox"/> Potter	<input type="checkbox"/> York
<input type="checkbox"/> Cameron	<input type="checkbox"/> Fayette	<input type="checkbox"/> Luzerne	<input type="checkbox"/> Schuylkill	<input type="checkbox"/> Statewide
<input type="checkbox"/> Carbon	<input type="checkbox"/> Forest	<input type="checkbox"/> Lycoming	<input type="checkbox"/> Snyder	
<input type="checkbox"/> Centre	<input type="checkbox"/> Franklin	<input type="checkbox"/> McKean	<input type="checkbox"/> Somerset	

Does your company have off-route or emergency delivery fees? Yes No (Specify amounts below):

\$ _____ Same Day Weekday Fee \$ _____ Same Day Weeknight Fee \$ _____ Same Day Weekend Fee \$ _____ Furnace Startup Fee

Does your company require a minimum delivery? Yes No

Minimum delivery: _____ gallons Fee if not met: \$ _____

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Vendor Number

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 3. After the Cap Credit is determined, any LIHEAP Cash component benefit received will be credited to the customer's monthly bill incrementally to the Cap Credit.
 4. Utilities agree that when LIHEAP funds are provided on behalf of a customer, the utility will use those funds only for that specific customer and not for any other customer.
 5. The LIHEAP client will be clearly shown on their utility bill that their LIHEAP Cash grant was credited towards their Cap Credit under the PIPP program.
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4. To not discriminate against any eligible household in regard to terms and conditions of sale, credit, delivery service or price, nor treat adversely any household receiving energy assistance because of such assistance.

5. To promptly notify the LIHEAP Vendor Unit whenever discrepancies in approved fuel applications are found (for example, oil being authorized for a residence serviced 100% by coal) or when the vendor is aware of any potentially fraudulent activity.
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 - c) Cash component payments received on behalf of a LIHEAP customer will be used to cover customer fuel purchases only, and will be available as a credit to the customer to meet additional fuel costs, including resolution of a subsequent fuel crisis, until they are exhausted, or until expiration of the state fiscal year (June 30) following the end of the state fiscal year in which LIHEAP benefits were authorized. Cash grant funds are to be used for fuel purchases only, and cannot be used for repairs (except as described under "d" and "e" below) or for service maintenance contracts.
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12. To notify DPW at least 120 days before filing for bankruptcy and return all funds not expended on LIHEAP clients at least 91 days before filing for bankruptcy.
13. To present for review or reproduction, records maintained by the vendor concerning overall pricing, conditions of sale, credit, and delivery of service, upon request by DPW for audit or investigation purposes, as provided in this agreement.
14. To provide proof of the company's Federal Employer Identification Number (FEIN) or Social Security Number (SSN) to DPW. Proof would include any tax document generated by the Federal Internal Revenue Service that shows both the name and SSN or FEIN of the company. DPW requires that all vendors must indicate the types of energy (oil, electricity, propane, wood, etc.) that their company provides.
15. To resolve any crisis payment disputes with DPW at DPW's Bureau of Hearings and Appeals, starting with the 2011 – 12 LIHEAP Program Year and continuing until superseded by a new vendor agreement, if disputes cannot be resolved informally with DPW staff.
16. If DPW receives a notice of levy, DPW will turn over rights to property, such as money, credit and deposits in accordance to the notice of levy.

Failure to comply with any of these conditions will result in removal from the approved vendor file and suspension of further payments to the vendor for client services.

The Commonwealth reserves the right for State and Federal agencies or their authorized representatives to perform financial and compliance audits, if deemed necessary by Commonwealth or Federal agencies. If an audit of this agreement will be performed, the vendor will be given advance notice.

Vendors will retain all books, records and documents pertaining to LIHEAP payments for a period of four years from the receipt of payment or until all questioned costs or activities have been resolved to the satisfaction of the Commonwealth, or as required by applicable federal laws and regulations. All records must be maintained in a legible, readable condition. If records are maintained in a computer, the vendor must cooperate in providing printed versions of such records.

