

Energy Provider Agreement

_____ **County Department of Social Services**

The _____ County Department of Social Services and the undersigned Energy Provider hereby enter into this Energy Provider Agreement to facilitate payment by the County Department to the Energy Provider of certain energy costs of eligible households and agree as follows:

The Energy Provider agrees to participate during the entire course of the 12-month period of (date) _____ to (date) _____, unless this Agreement is terminated sooner as provided for below, in the Low-Income Home Energy Assistance Program (LIHEAP), which includes, but, is not limited to, the Crisis Intervention Program (CIP) and the Low-Income Energy Assistance Program (LIEAP). The County Department agrees to pay to the Energy Provider a pledge amount for each eligible household to receive LIHEAP assistance, and the Energy Provider agrees, as conditions of participation in the LIHEAP and the receipt of payment thereunder, to the following:

Definitions:

1. "Eligible Household" means a household whose qualifying member has applied for CIP and/or LIEAP and meets the eligibility criteria for these programs.
2. "Home Energy" shall include electricity, fuel oil, natural gas, coal, propane, wood, kerosene, or any other fuel used to heat or cool a residential dwelling.
3. "County Department" means the County Department of Social Services or Consolidated/Human Services Agency of a County (for the purposes hereof, when the County is so designated by the State, the Contractor may consider, interact, and deal with such County).
4. "Pledge Amount" means a promise to pay the costs agreed upon between the County Department and Energy Provider to alleviate the eligible household crises.

Responsibility of the County Department of Social Services:

1. Determine household eligibility as set forth by policy.
2. Advise the Energy Provider of the name, address, account number, if any, and amount pledged to the account of each eligible household.
3. Notify the Eligible Household of the pledge amount to be made on their behalf by the County to the Energy Provider.
4. For each Eligible Household, make timely payments to the Energy Provider of the portion of the Pledge Amount for credit to that Eligible Household's account for Home Energy supplied in accordance with the terms of this Agreement.

Responsibility of the Energy Provider:

1. To collect from the Eligible Household, in the normal billing process, the difference between the actual cost of the Home Energy and the pledge amount paid by the County Department.
2. Follow established Energy Provider policies and procedures regarding notices of termination of service, refunds, and negotiating for the paying past due accounts.
3. The Energy Provider will NOT discriminate against any Eligible Household in any manner, including in the terms and conditions of sale, credit, delivery, or price, whether in cost of goods

supplied or the service provided, due to a household's participation in CIP or LIEAP and/or any other nonfederal CIP funding.

4. Shall credit the entire amount to an Eligible Household's account immediately upon receipt of payment of the Pledge Amount, regardless of whether the payment results in a credit balance on the account.
5. The Energy Provider will not exchange an Eligible Household energy voucher for cash nor will any cash or cash equivalent be given to any person or entity other than the County Department for excess credit caused by the payment of the Pledge Amount.
6. If a Pledge Amount has been made to an account and should the qualifying member of the Eligible Household die, the credit balance may be left on the same service account for the use of the surviving members of the Eligible Household. If there is no such household member, the vendor shall return the balance to the County Department within thirty (30) days thereof.
7. Shall adhere to all requirements of Federal and State laws and regulations.

Monitoring /Reporting:

1. The Energy Provider will maintain records documenting the amount of energy assistance that the Eligible Household received and the date of receipt for all Home Energy programs. Data collection is critical as it is needed for federal reporting requirements. Records are to be maintained for two years after the state fiscal year (SFY) ends (June 30).
2. Records shall include the name, address, account number, bill payment history, cost and consumption data, and history upon request for the last 12-month billing period.
3. The Energy Provider, the State, and County Department will cooperate with any Federal, State, or local investigation, audit or program review.
4. The State Auditor shall have access to persons and records as a result of all contracts or grants (including this Agreement) entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the North Carolina Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants (including this Agreement) entered into by State agencies or political subdivisions.

Termination of Agreement:

1. Termination of this Agreement may occur by either party terminating its duties under this Agreement upon provision of thirty (30) calendar days written notice to the other.
2. This Agreement will terminate immediately should the Energy Provider supply false information or attempt to defraud the State, the County Department, or the eligible household. In such cases no additional reimbursement will be made to the Energy Provider unless and until such matters are resolved and the Energy Provider is exonerated of wrongdoing.

Signature:

The undersigned Energy Provider hereby agrees and warrants to the State of North Carolina and the County Department, that the undersigned will comply with the terms and conditions outlined in this Agreement to receive monies under the Low-Income Home Energy Assistance Program.

I hereby declare that I have read and understand the above and agree to comply and abide with the terms and conditions specified while participating in the program.

_____	_____
(Print Company Name)	(Print County Director Name)
_____	_____
(Signature of Company Representative)	(Signature of County Director)
_____	_____
(Date)	(Date)
_____	_____
(Print Mailing Address)	(Print Mailing Address)
_____	_____
(Print City, State, Zip Code)	(Print City, State, Zip Code)
_____	_____
(Telephone Number)	(Telephone Number)
_____	_____
(Provider Federal ID Number (FEIN) or SSN)	(Primary E-mail Address)

(Primary E-mail Address)	