

**UTILITY VENDOR CONDITIONS OF PARTICIPATION FORM
2014/2015 CONNECTICUT ENERGY ASSISTANCE PROGRAM (CEAP) AND CONTINGENCY
HEATING ASSISTANCE PROGRAM (CHAP)**

The purpose of this Utility Vendor Conditions of Participation Form (hereinafter referred to as the "Document") is to set forth the standards under which all utility companies (hereinafter referred to as "company") will comply in order to receive payments from the 2014/2015 CEAP/CHAP program administered by the State of Connecticut Department of Social Services (hereinafter referred to as "DSS"). The conditions referenced in this Document apply to payments made to your company on behalf of households eligible for the Connecticut Energy Assistance Program (CEAP) and the Contingency Heating Assistance Program (CHAP). The term of this Document shall be from October 1, 2014 through and including September 30, 2015. **Please read the conditions carefully.** If your company wishes to participate, please sign where indicated and return to:

**Department of Social Services
Office of Community Services, 10th Floor
55 Farmington Avenue
Hartford, Connecticut 06105**

If you have any questions, please contact the Division at the DSS at 1-800-842-1132.

Company Name _____

Address _____

City _____ **Phone** () _____

I, _____, as a duly authorized agent
(Please type or print name)

of the above referenced company, empowered to sign legal documents, do hereby attest, under the penalties for false statement, that the company which I represent agrees to:

- A. Assure non-discrimination against residential customers in regard to price and conditions of service (including the price for start-up of a heating system) when providing utility service to residential accounts assisted by the program;
- B. Assure compliance with § 19a-109, 4a-74, 16-262c through j, and any other applicable provisions of the C.G.S. which apply to the company;
- C. Assure that payments shall be applied in accordance with Public Utilities Regulatory Authority regulations adopted pursuant to §16-245d of the C.G.S.;
- D. Upon request, allow inspection by an agent of the State of any company records necessary for verification of the accuracy of CEAP/CHAP benefits credited to customer accounts;
- E. Upon request, provide DSS with the amounts and dates that CEAP/CHAP payments were received;
- F. Safeguard the use, publication and disclosure of information on all clients who receive services under this program with all applicable federal and state law concerning confidentiality;
- G. **Return CEAP/CHAP benefit refunds directly to DSS under the following conditions:**

- 1) In the event that a CEAP/CHAP recipient moves, leaving a credit balance resulting from an energy assistance payment on their account and the recipient cannot be located, the company shall refund the credit balance within sixty (60) days of the close of the utility account, or,
- 2) In the event that a CEAP/CHAP recipient's amount is closed, leaving a credit balance resulting from an energy assistance payment on their account and the recipient cannot be located, the company shall refund the credit balance within sixty (60) days of the close of the account, or,
- 3) In the event that a CEAP/CHAP benefit, including Supplemental benefit if applicable, exceeds a customer's charges for service incurred between November 12, 2014 and May 1, 2015, the company shall refund the difference by September 30, 2015.

Refunds shall be made payable to the Department of Social Services, and sent to the address identified above. All refunds shall include a transmittal sheet detailing the customer name, address and refund amount for each CEAP/CHAP recipient included in the refund;

- H. Reconcile with the Community Action Agencies (CAAs) any CEAP/CHAP benefit payments received but not successfully matched with company records, for example, an account number does not match the customer name or address. In the event that a refund is required due to a payment received for a non-matching account, the refund is to be issued to the CAA. Notification must be provided by the company to DSS of all refund amounts issued to CAAs based on non-matching accounts; and,
- I. Upon written request, provide DSS the account history for CEAP/CHAP recipient households serviced by the vendor for the previous twelve (12) months, or the available account history plus estimates if less than 12 months of billing history is available. This information shall be provided at no cost to DSS.

The company also understands and verifies that:

Payments to the company may be suspended following notice, hearing, and a finding by the State that the company is not in compliance with this Document, and may be so withheld on behalf of eligible customers. In the event of a finding of non-compliance, payments shall resume upon the State's determination that the company is in compliance with the terms of this Document.

This Document is subject to the provisions in Executive Orders No. 3 and 17, as they relate to non-discrimination. It is also agreed that wherever the word "company" appears it shall be understood to mean "Public Service Company" as defined by C.G.S. § 16-1.

Signed: _____ Date: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, _____.

 Notary Public/Commissioner
 of the Superior Court

My Commission expires: _____

Section 53a-157b of the Connecticut General Statutes provides as follows: "A person is guilty of false statement in the second degree when he intentionally makes a false written statement under oath or pursuant to a form bearing notice, authorized by law, to the

effect that false statements made therein are punishable, which he does not believe to be true, and which statement is intended to mislead a public servant in the performance of his official function."

Should at any time any provision of this Document be found by the State to be legally unenforceable, that provision will automatically be considered void, but all other provisions of this Document will remain in effect. This Document is subject to the provisions in Executive Order No. 3 and 17, as they relate to non-discrimination.

This contract is subject to the provisions of Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971 and, as such, this contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 3, or any state or federal law concerning non-discrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as a part of the consideration hereof, agree that said Executive Order No. 3 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to non-discrimination, until the contract is completed or terminated prior to completion. The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

This contract is subject to the provisions of Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 17, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdictions in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.