NEW HAMPSHIRE FUEL ASSISTANCE PROGRAM

Agreement Between

(*Community Action Agency*)

and

for

Supplying Home Energy Assistance Under The Low-Income Home

Energy Assistance Act of 1981 As Amended

hereinafter referred to as “Supplier”, a home energy vendor doing business in the State of New Hampshire, and all of its subsidiaries and branch offices listed on Attachment 1 to this Agreement, and made part herein by reference, agrees to deliver home energy to eligible households. The New Hampshire Office of Energy and Planning (hereinafter referred to as OEP) through its Subgrantee, agrees to pay the Supplier on behalf of eligible households for home energy delivered to said households under the terms and conditions set forth below.

Section 1. DEFINITIONS

1. The term Subgrantee means the above-mentioned Community Action Agency, (*Community Action Agency*) in the State of New Hampshire.
2. The term “Supplier” means the above named company, which supplies home energy directly to an eligible household.
3. The term “eligible household” means an applicant certified by (*Community Action Agency*) as qualifying for assistance pursuant to the Low-Income Home Energy Assistance Act of 1981 as amended (hereinafter referred to as “LIHEAP”), on whose behalf a payment has been made to the Supplier.
4. As used in this Agreement, the term “benefit” means the dollar amount of assistance an eligible household is qualified to receive as determined by OEP or (*Community Action Agency*).
5. The term “price” means the amount of money that any residential customer of the Supplier would be charged when there is an exchange of dollars for home energy.
6. The term “payment” means the receipt by the Supplier of a check from (*Community Action Agency*) for the benefit the eligible household is qualified to receive.
7. The term “home energy” means a source of heating or cooling in a residential dwelling, i.e. heating oil, wood, propane, and/or electricity.

Section 2. Fuel Assistance Program (FAP) REQUIREMENTS

The Supplier agrees to meet the following New Hampshire Fuel Assistance Program requirements:

1. The Supplier will 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 made by the State of New Hampshire or its subgrantee.
2. The Supplier will send bills to (*Community Action Agency*) in the course of the company's normal billing process. No bills will be sent to the Community Action Agency before service has been rendered unless the billing is for a FAP recipient’s budget payment plan with the supplier.

3. The Supplier will send all eligible bills to (*Community Action Program*) for payment by Monday, June 2, 2014. The Supplier will verify that all eligible payments have been received by Monday, June 16, 2014.

Section 3. BILLING PROCEDURES

The Supplier agrees that no bill will be submitted for payment if that bill has previously been paid by (*Community Action Agency*) and will return all duplicate payments received on behalf of any eligible household to (*Community Action Agency*).

The Supplier will use a system to track all bills submitted to (*Community Action Agency*) for a FAP payment. (*Community Action Agency*) is required to pay the Supplier within twenty working days of receipt of the bill. The Supplier may submit a bill a second time if payment has not been received within thirty days. Any bill submitted a second time must be submitted specifically to a previously designated (*Community Action Program*) staff member for problem resolution.

The Supplier will identify all subsidiaries and branch offices by completing Attachment 1 titled, Listing of Supplier's Subsidiaries and Branch Offices.

Section 4. RECORDS

The Supplier will maintain an accounting system and fiscal records covering all activities under this Agreement for a period of three (3) years from the effective credit dates. The Supplier’s records will indicate:

1. The amount of home energy delivered to eligible households;

2. The amount of the payments for home energy made on behalf of the eligible household by the (*Community Action Agency*).

The Supplier, upon written request from OEP, (*Community Action Agency*), or eligible household (with regard to their own account) will provide to a designated individual or agency a status report indicating:

1. Benefit amount of an eligible household;

2. Home energy supplied to date to an eligible household;

3. Amount of benefit remaining to an eligible household.

An OEP or (*Community Action Agency*) representative may, during the Supplier’s normal business hours inspect and copy, at its own expense, Supplier’s records that pertain only to the recipients of benefits under the LIHEAP.

All information pertaining to the eligible households serviced under this contract will remain confidential and will only be released after written request from (*Community Action Agency*) or OEP unless an employee from either entity telephonically requests such information to assist a customer with a fuel emergency.

Section 5. FUEL ASSISTANCE INCENTIVE PROGRAM

The Supplier agrees to the following conditions of the Fuel Assistance Incentive Program:

1. The Supplier that delivers fuel agrees to send (*Community Action Agency*) a list of any current customer FAP certified eligible households with accounts that are current with no past due as of May 31, 2014.
2. The Supplier that is an electric or natural gas company agrees to send

(*Community Action Agency*) a list of current customer FAP certified eligible households with accounts that are current with no past due as of May 31, 2014.

3. The Supplier understands that when funding is available and upon implementation of the FAP Incentive Program, (*Community Action Agency*) will provide an Incentive benefit payment of $75.00, paid to the supplier and established as a credit for any FAP certified eligible household on the May 31, 2014 list.

Section 6. NON-DISCRIMINATION AND ADVERTISING

The Supplier shall not advertise in a manner that implies that LIHEAP assistance is available only through the Supplier, or that LIHEAP applications are taken by the Supplier, or that in any other way misleads the public about LIHEAP.

The Supplier will assure that no households will be treated adversely because of such assistance under applicable provisions of New Hampshire Law or any other regulatory requirements (U.S.C. 8624 (b)(7)(C)). The Supplier will not discriminate in either the cost of goods or services provided against any Fuel Assistance Program household on whose behalf the State of New Hampshire or its agents make payments. The Supplier also agrees to respect the confidentiality of those households participating in the Fuel Assistance Program.

Section 7. FUEL ASSISTANCE CONTRACT DURATION AND TERMINATION

The Supplier’s failure to comply with any of the provisions of this Agreement shall, at the sole option of OEP, enable OEP to terminate this Agreement without liability thereto, and shall entitle OEP to bar the Supplier from participation in future Fuel Assistance Programs administered by OEP and to avail itself of any other remedies available under any applicable law.

This Agreement shall be effective until midnight September 30, 2014. The Supplier, its successors and assignees, agree that the rights of eligible households which have received home energy under this Agreement shall not be prejudiced in the event of early termination of this Agreement. In the event of early termination of this Agreement, the Supplier shall return within thirty (30) days from termination any unexpended amount on all eligible household accounts to (*Community Action Agency*).

## Section 8. GOVERNMENT REQUIREMENTS

The terms of this Agreement and its execution are subject to applicable Laws and Regulations of New Hampshire. No eligible household will be treated adversely because of such assistance under applicable New Hampshire Law.

## Section 9. SIGNATURES

Name of Supplier (Home Energy Vendor) Employer ID or S.S.#

Owner

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Supplier Contact Person Phone Number

Street Address:

Supplier Mailing Address:

City/Town: State: Zip Code:

Email address

Supplier Representative (Print Name)

Supplier’s Representative Signature Date

(Community Action Agency)

CAA FAP Signature Date

CAA Executive Signature Date

Listing of Supplier’s Subsidiaries and Branch Offices

1.

Subsidiary/Branch Office Name Address

Manager City, State, Zip

E-mail Address Phone

2.

Subsidiary/Branch Office Name Address

Manager City, State, Zip

E-mail Address Phone

3.

Subsidiary/Branch Office Name Address

Manager City, State, Zip

E-mail Address Phone

4.

Subsidiary/Branch Office Name Address

Manager City, State, Zip

E-mail Address Phone

Are your branch offices authorized to receive payments? Yes \_\_\_\_ No \_\_\_\_

If no, all payments are to be made to main office at:

Address

Phone

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E-mail Address

Company Name