VENDOR AGREEMENT
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM

The purpose of the Comprehensive Energy Assistance Program (CEAP) funded from the Low-Income Home Energy Assistance Program (LIHEAP) grant is to maintain an energy supply to heat and cool the residences of eligible low-income clients.

For purposes of this agreement, a Retail Energy Provider is defined as an electricity, natural gas, propane, or wood vendor who sells the energy product to residential customers of energy for the purposes of heating or cooling the residence.

The Retail Energy Provider (Vendor) agrees to honor the purpose of the CEAP and to accept pledges of payment from CEAP Agencies only for certified customers to whom Vendor continues to provide energy services. The Energy Assistance Provider (Agency) agrees to make payments only for eligible low-income clients.

This vendor agreement is by and between:

_____ and
Energy Assistance Provider (Agency)

_____ and
Retail Energy Provider (Vendor)

Vendor and Agency agree to assist customers in the following counties:

_____

_____

_____

This agreement shall be effective from the ___ day of _____ 20___ for a period not to exceed two years from the effective date. Either party may terminate this agreement by written notice. Such written notice of termination shall not be effect any obligation by either party incurred prior to the receipt of such notice. Notice shall be sent via certified mail with return receipt requested.

(Vendor Name)

_____

(Vendor Mailing Address)

_____

(Name of Agency)

_____

(Agency Mailing Address)

The Agency named above represents and warrants to Vendor that it is a subrecipient of the Texas Department of Housing and Community Affairs ("TDHCA") and a such is authorized and has received funding from the TDHCA to provide bill payment assistance service for eligible low-income households.

The Vendor named above is a Retail Energy Provider who represents and warrants that it is authorized to receive payment from Agency on behalf of a customer that the Agency has determined to be eligible under the CEAP guidelines and as such is a "Certified Customer".

Vendor will, with reference to a Certified Customer:

- Extend the CEAP applicants energy service for up to five (5) business days while the Agency determines whether the CEAP applicant is eligible pursuant to the CEAP guidelines;

- Upon receipt of a completed and signed Energy Assistance Pledge Agreement (the form of which is attached hereto and incorporated herein as Exhibit "A") (Pledge Agreement) continue or restore energy service to Certified Customer without any increase in energy charges, service charges, or other charges affecting the total cost of the bill excluding disconnect/reconnect fees and tampering fees;

- Invoice the Certified Customer in accordance with Vendor's normal billing practices;

- Upon verbal or written request from Agency, provide at no cost to the Agency the Certified Customer's billing history for the previous twelve (12) months, or available history plus estimates if les than 12 months of billing history and usage is available. Vendor will transmit such billing history via electronic mail of facsimile no later than the end of the next business day following the request.

- Work with Agency and Certified Customer to explore the feasibility of offering flexible payment arrangements that may include, without limitation, waiving security deposits, reconnect fees, application fees, and all other fees whenever possible;

- Not discriminate against Certified Customer in price or services, including the availability of deferred payment plans, level or average payment plans, discount, budget, advance payment or other credit plans; provided, however, that the Certified Customer must meet the qualification criteria of Vendor for any such plans.

- Not refuse to provide energy service or otherwise discriminate in the marketing and provision of energy service to any Certified Customer because of race, creed, color, national origin, ancestry, sex , marital status, lawful source of income, level of income, disability financial status, location of customer in an economically distressed geographic area, or qualification for low-income or energy efficiency services;

- Allow Agency forty-five (45) days from the date of the pledge to forward payment to the vendor. Vendor agrees not to consider the portion of the Certified Customer's account to be paid by the Agency delinquent if said payment is received within the above mentioned forty-five (45) day period and Vendor is provided with a signed pledge from the Agency within 5 days of identifying a Certified Customer and making a pledge;

- Not interrupt service if Certified Customer enters into an agreement with the Vendor concerning how the Certified Customer will pay the balance owed Vendor and the Certified Customer is meeting the obligations under such agreement.

- **The Agency will:**

- Not provide pledges on behalf of a Certified Customer to Vendor without having adequate funds to pay such pledge;

- Pay pledges within forty-five (45) of making pledge to Vendor;

- Determine if a customer is a Certified Customer within five (5) business days of contacting Vendor.

- Provide Vendor a list of names, telephone numbers and email addresses of Agency staff designated to make pledges on behalf of the Agency in Certified Clients.

Authorized Vendor Signature	Date Agreement Signed
Typed Name of Authorized Signature	
Title of Authorized Signature	(Area Code) Telephone Number
Authorized Agency Signature	Date Agreement Signed
Typed Name of Authorized Signature	
Title of Authorized Signature	(Area Code) Telephone Number